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REFUND POLICY

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Date of Last Update	19/10/2023	Updated by	Kate Palmer
Update Description	<ul style="list-style-type: none">• Legal advice received in 2020 is reflected in the policy.• Updated wording made to section 4, to include AusBike.		



1. Purpose

The purpose of this policy is to outline AusCycling's policy in relation to the circumstances in which a member or customer can request a refund of membership, course, program and event registration fees and webstore purchases.

2. Membership

After submitting an application for membership, a member can request a refund as per the following conditions.

This policy is, always, subject to the *Australian Consumer Law* and nothing in the policy seeks to exclude a member's right to a refund (in part or in full) under the *Australian Consumer Law*. For the avoidance of doubt, where the policy states that a refund is not permitted in certain circumstances, it shall not apply to circumstances where a refund is permitted under the *Australian Consumer Law*, which will always be granted.

- 2.1. AusCycling will consider a request for a refund at any time after purchase of the membership, provided the refund request is in writing (except as otherwise stated in this policy).
- 2.2. Any refund request received whereby the member has made or intends to make a claim on AusCycling's insurance will not be considered for a refund.
- 2.3. A refund request made within seven (7) days of a member receiving a receipt for the purchase of a membership, including via auto renewal, will receive a full refund.
- 2.4. A refund request made after the expiration of the seven (7) day period outlined in 2.3 will incur an Administration Fee of \$10 except where a refund is granted due to AusCycling's error.
- 2.5. After the expiration of the seven (7) day period, no refunds will be provided except in limited exceptional circumstances (as determined by AusCycling at its complete discretion). For the avoidance of any doubt, a refund of membership fees will not be permitted or considered exceptional circumstances, in the following (non-exhaustive) scenarios:
 - i. a pandemic declared by the World Health Organisation
 - ii. natural disaster
 - iii. change of mind
 - iv. the event of injury or illness
 - v. a change in personal circumstances which prevents a member from enjoying the full benefits of membership.
- 2.6. Refunds of a membership fee will be provided at AusCycling's sole and absolute discretion. Each circumstance is unique and the exercise of discretion by AusCycling in one instance, does not create the obligation to exercise that same discretion in another.
- 2.7. If AusCycling exercises its discretion to refund a membership fee, the refund of money owed (less any cancellation fee) will be arranged with the member.
- 2.8. For automatically renewed memberships (except for 12 Monthly Instalment Race Memberships during the minimum term), if the membership automatically renews at the end of its term and for any reason the member determines they do not wish to renew the membership, the member may cancel this membership any time within seven (7) days after the membership has automatically renewed, and provided the request is in writing, make a request for a refund of any membership fees paid.
- 2.9. There is no entitlement to a refund should the request for a refund be made after the applicable period of the membership expires.



- 2.10. Refunds of a membership fee in this context only applies to the AusCycling fee and does not apply to the Club fee or any other fee payable by the member in relation to their participation in a cycling discipline.

3. Events

- 3.1. All requests for a refund of event registration fees must be made to AusCycling in writing.
- 3.2. An administration fee of 10% will apply to all event refunds where the registrant chooses to withdraw from the event.
- 3.3. If you wish to withdraw from an AusCycling event up to entry close a refund less the administration fee will apply.
- 3.4. If you wish to withdraw from an event after the close of entries, no refund will apply unless a medical certificate is provided to event organisers along with the refund request. The request, accompanied by a medical certificate, must be received no later than the day prior to the first day of competition, and upon consideration by AusCycling, you may be eligible for a full or part refund.
- 3.5. The Organiser, in its sole discretion, may delay, modify, or cancel the event if it believes the conditions on the event day are or will be unsafe following the commencement of the event. If, the event is delayed, modified, or cancelled for any reason, including but not limited to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake, acts of terrorism, epidemic (including COVID-19), fire, threatened or actual strike, labour difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race or venue course conditions, or any other cause beyond the control of the event organiser registrants may be entitled to a pro-rata refund of any participant entry fees paid in accordance with the *Australian Consumer Law*. There will be no payment for any other costs incurred by participants in connection with the event.
- 3.6. If AusCycling cancels an event for reasons other than those outlined in 3.5, refunds will only be granted if permitted under the *Australian Consumer Law*.

4. Education Courses, Programs and Other Activities

- 4.1. All requests for a refund and/or transfer must be made to AusCycling in writing.
- 4.2. An administration fee of 10% will apply to all refunds where the registrant chooses to withdraw from the relevant course, program, or other activity.
- 4.3. No refunds are available for courses offered through e-learning platforms or online programs or other activities.

4.3.1 Participants in the AusBike program can seek a refund for a program that is not meeting the parents' expectations for example, where they believe the child is either above/below the skill level required for the program for which they have registered. A request for a refund must be made to the AusBike Centre Coordinator in writing prior to commencing the third session. Refunds will only be available for those centres that do not offer the program that the parent wishes to move to. Refunds will be calculated as a pro rata amount of the remaining lessons in the program booked at place for the centre.

- 4.4. If a participant does not fully complete an e-learning course, program or other activity within the designated timeframe and still wishes to complete the course, program or other activity, the participant will be required to re-enrol in the course and pay the full course fee. In these circumstances, there will be no part-refund granted for that part of the initial course that was not completed.



- 4.5. If a participant wishes to withdraw from a course, program or other activity delivered face to face, via webinar or video conferencing format up to the close of registrations, a refund less the administration fee outlined in 4.2 will apply.
- 4.6. A participant may transfer their registration from a course, program or other activity delivered face to face, via webinar or video conference to a future corresponding course, program or other activity if the request is made no later than 7 days prior to the registration closing date for the course, program or other activity in which the participant originally registered.
- 4.7. If a participant wishes to withdraw from a course, program or other activity after the registration closing date, no refund will apply unless a medical certificate is provided. The request, accompanied by a medical certificate, must be received no later than the day prior to the first day of the course, program, or other activity, and upon consideration by AusCycling, the participant may be eligible for a full or part refund. In the case outlined in clause 4.7, the participant will be eligible to transfer their registration to a future corresponding course, program, or activity. Such request must be accompanied by a medical certificate and received no later than the day prior to the first day of the course, program, or activity in which the participant originally registered.
- 4.8. Where the course, program or other activity is cancelled due to events or circumstances beyond the reasonable control of AusCycling, registrants may be entitled to a refund of any participant entry fees paid in accordance with the *Australian Consumer Law*.
- 4.9. Should a course, program or other activity be cancelled due to insufficient registrations, all participants will be eligible to transfer their registration to another course/ activity or receive a full refund and no administration fee will be charged.
- 4.10. In the case of the cancellation of a course, program or other activity for any reason, there will be no payment made to the participant for any other costs incurred in connection with the course, program, or other activity, except a refund of the course, program, or other activity registration fee.

5. Webstore Purchases

- 5.1. After submitting a purchase for a product via the webstore, a buyer can request a refund within fourteen (14) days of purchase. The request must be made in writing and include the reason for the refund request.
- 5.2. Approval of all refunds will be at the discretion of AusCycling. Refund requests processed will incur a \$5 administration fee except where a refund is granted due to AusCycling's error.
- 5.3. AusCycling will not provide a refund simply for a change of mind or for a wrong decision.
- 5.4. In the event of a faulty product, an email with details of the issue including photos must be sent to AusCycling. A replacement will be issued at the discretion of AusCycling and in accordance with Australian Consumer Law.

6. Refund Requests

All requests for a refund must be made in writing, emailed to info@auscycling.org.au.

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