



**POLICY  
FEES, PAYMENTS AND REFUNDS  
BYRON BAY BASKETBALL ASSOCIATION**

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## 1. Policy Statement

This policy outlines the fees that will be payable by players for all competitions, the payments made to coaches and referees, discounts and refunds, including for merchandise.

All fees, payments, discounts and refunds are set and determined by the Board of Byron Bay Basketball and are listed in the attached schedules.

## 2. Relevant Legislation

- *Incorporated Associations Act NSW 2009*

<https://legislation.nsw.gov.au/view/html/inforce/current/act-2009-007>

- *Competition and Consumer Act 2010*

<https://www.legislation.gov.au/Details/C2018C00437>

## 3. Relevant Guidelines

- Basketball NSW “Returns and Refunds Policy”, April 2020

## 4. Protocol

### 4.1 LOCAL COMPETITION FEES

1. 100% of all membership and game fees must be paid by each player prior to the first game of each season. Players will only be included on a team once payment has been received.
2. Where a member has previous seasons fees outstanding, they will be unable to play in the current season until all outstanding fees are paid in full.
3. Players joining a team from week 8 of a season onwards will pay the Board approved half season game fees.
4. Failure to pay membership and game fees will result in suspension and/or termination of membership at the discretion of the Board.
5. Byron Bay Basketball Association offers membership fee discounts to the children (Under 18) of local competition coaches as prescribed in **Schedule A**.
6. The Board or their delegate may waive or discount the game fees for up to 5 junior and 5 senior players each season. Any appointed delegate will inform the Board of the fee waivers in place each season.

### 4.2 REPRESENTATIVE TEAM FEES

1. A deposit as determined by the Board must be made to Byron Bay Basketball to secure the player’s spot on the team. This deposit is non-refundable.
  2. The remaining balance of the fees are due within the specified time frames given.
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3. Flexible payment plans may be approved by the Board or their delegate, however, the player must pay the required deposit and remit payment on the due dates approved.
  4. Failure to pay by the required dates will mean the loss of place in the current representative team and a ban from any future representative team until outstanding fees are paid.
  5. Byron Bay Basketball Association offers fee discounts to the children (Under 18) of representative team coaches as prescribed in **Schedule B - Discounts**

#### **4.3 PAYMENTS TO REFEREES**

1. Byron Bay Basketball reimburses game referees in accordance with **Schedule C – Referee Reimbursement Rates**
2. Referees will not be reimbursed if a game is cancelled prior to its scheduled time.
3. Referees will be reimbursed if a game is forfeit or cancelled on or after its scheduled starting time.

#### **4.4 PAYMENTS TO COACHES**

1. Byron Bay Basketball provides a fee to cover travel costs for NEJL/JPL Representative Coaches in accordance with **Schedule D – Representative Coach Travel Cost Reimbursement**
2. Coaches of local teams are deemed volunteers by Byron Bay Basketball and are not paid. Coaches may have reasonable expenses reimbursed by the Association in accordance with the Constitution and by approval of the Board.

#### **4.5 FEE REFUNDS**

##### **4.5.1 PRE -SEASON OR CARNIVAL REFUNDS**

1. If a player has paid their game fees in full prior to the season or carnival starting and then either cannot or does not wish to commence play then an application for a refund can be made in writing to [info@byronbasketball.com](mailto:info@byronbasketball.com) and include player name, team, competition and bank details for reimbursement.

##### **4.5.2 DURING SEASON OR CARNIVAL REFUND**

1. A partial refund will be provided to a player if they have been unable to play due to injury or illness, or if they move from the area. The amount of refund is dependent upon the number of games passed where the player was eligible to play in a normal season or carnival period.
    - 1.1 3 or less games – **80%** refund
    - 1.2 4-7 games – **50%** refund
    - 1.3 8 games or more – **0%** refund
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2. The request for refund must be in writing to accounts@byronbasketball.com and include player name, team, competition and bank details for reimbursement.

**4.5.3 LOCAL COMPETITION: DELAYED, POSTPONED OR CANCELLED SEASON DUE TO GOVERNMENT RESTRICTIONS**

1. If the local basketball competition is delayed, cancelled or postponed due to government restriction orders, then a credit voucher will be issued to the player for the value of the games lost, which will then be applied to future fees owing.
2. Should the player not return to play at Byron Bay Basketball due to illness, injury or moving from the area after the restriction period has ended then a refund of fees will be issued in accordance with this policy.

**4.5.4 REPRESENTATIVE COMPETITION: DELAYED, POSTPONED OR CANCELLED SEASON DUE TO GOVERNMENT RESTRICTIONS**

1. If any representative basketball competition is delayed, cancelled or postponed due to government restriction orders, then a credit voucher will be issued to the player for the value of the games lost, which will then be applied to future fees owing.
2. Should the player not return to play at Byron Bay Basketball due to illness, injury or moving from the area after the restriction period has ended then a refund of fees will be issued in accordance with this policy.

**4.6 FEE REFUNDS ARE NOT GIVEN FOR**

1. Byron Bay Basketball Association will not provide fee refunds for:
    - 1.1 Dislike of the team into which the player has been selected;
    - 1.2 Dislike of the allocated coach;
    - 1.3 Unavailability to train on the allocated time or day;
    - 1.4 Preferences not being met (such as being unable to play with friends);
    - 1.5 Dislike of the allocated division or grade;
    - 1.6 Other sport, social, work commitments of the player; and
    - 1.7 Suspension or expulsion from a team.
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#### 4.7 MERCHANDISE REFUNDS AND REPLACEMENTS

1. Byron Bay Basketball Association will provide a refund or replacement product in the following circumstances only:
    - 1.1 A product becomes defective through no fault of the customer;
    - 1.2 A product is not fit for its stated purpose;
    - 1.3 A product does not match the description or sample;
    - 1.4 A product has defects that were not obvious;
    - 1.5 A product is not safe;
    - 1.6 A product ordered by the customer is no longer available; or
    - 1.7 The person or organisation billed did not originate the charge due to fraudulent use of credit cards or other such circumstances.
  2. Byron Bay Basketball will provide a refund for a change of mind purchase as long as the return occurs within 21 days.
  3. The customer will bear all postage costs incurred by the return and shipment of merchandise, including paying for postage again if exchanging a product.
  4. Products returned must be delivered to Byron Bay Basketball Association within 21 days of the original purchase date in original condition; being unused, undamaged, unsoiled and with any tags still attached. Prior to sending the item back, please send an email with a photo attached displaying the fault to [info@byronbasketball.com](mailto:info@byronbasketball.com).
  5. Byron Bay Basketball reserves the right to refuse a credit or exchange if the returned product is damaged in anyway that makes it unsaleable. This includes if the product has been damaged or lost by the post or courier service used to return the product to Byron Bay Basketball.
  6. Postage costs will be reimbursed to the customer in the event that the product has been returned for being faulty. Proof of the postage receipt will need to be e-mailed to [info@byronbasketball.com](mailto:info@byronbasketball.com), along with bank details for reimbursement.
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## 5. Schedule A – Local Competition Fees

Competition	Unit	Amount
Junior	Per Season	\$175 + GST
Senior	Per Season	\$190 + GST

## 6. Schedule B - Discounts

Type	Unit	Amount
Children (Under 18) of Representative Team Coaches who are playing Representative Basketball	Per representative season	100% discount
Players who play in 2 or more local competitions	Per local season	50% of the seasons determined game fees for any second or subsequent comp
Children (Under 18) of Board Directors	Per Season (both local and rep)	100% discount

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## 7. Schedule C – Referee Reimbursement Rates

Grade	Junior Game Rate	Senior Game Rate
Trainee (Green Shirt)	\$10	\$15
Black & White Shirt	\$15	\$20

NEJL/JPL	Unit	Rate
Non-playing Non-coaching Referee	Per Round	\$300
Coaching & Playing Referees	Per Round	\$35 Once of bonus of \$100 when 3 games are reffed in a round

## 8. Schedule D – Representative Coach Travel Cost Reimbursement Rates

Competition	Unit	Rate
NEJL/JPL	Per Round	\$300
NCS	Per Round	\$100

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