

1. Purpose

- 1.1 Hunter Valley Football Association Inc. (referred to in this policy as we, us and HVFA) is committed to managing refunds for Players and Referees who either do not wish to continue to play football during a season or to leave a Club to join another Club during a season.
- 1.2 This Refund Policy applies to members as described within the Scope as Amateur in accordance with the National Registration, Status and Transfer Regulations (NRSTRs) of Football Australia (FA), and the National Registration Fee Refund Policy (NRFRP) of FA, and the Refund Policy (RGBFP) of Northern New South Wales Football (NNSWF).

2. Scope

- 2.1 The policy applies to all HVFA clubs, players, referees, club and team officials, coaches, volunteers, staff, members and participants.

3. Application

- 3.1 Clubs are permitted to determine and proceed with refunds associated with services or products provided exclusively by the Club or HVFA to Amateur Players not wishing to continue playing football during a Season. Clubs or any other party are not permitted to refund any fees (registration or otherwise) imposed by Governing Bodies to Amateur Players without first following the Procedure for Recovery of a Refund and before receiving a determination of eligibility for a refund of Governing Body Fees.
- 3.2 Clubs or other parties that provide a refund of Governing Body Fees to an Amateur Player before completing this process are not guaranteed of approval and may be required to pay the Governing Body Fees on the Amateur Players' behalf, on the basis that an unauthorised refund has been provided.

4. Fees

- 4.1 For the purposes of this document, the total fee paid by an Amateur Player or Referee for the full Registration Fee is assumed to consist of the following:
- a) Governing Body Fees
 - National Registration Fee (NRF) determined by FA; and
 - Member Federation Registration Fee (MRF), which in NNSWF's case includes Insurance Fee; and
 - NNSWF Facility Fund levy; and
 - HVFA Zone Fee.
 - b) Club Fees
 - Club Fee (which may or may not include match and Referee Fees).

5. Eligibility for Refunds of the NRF

- 5.1 A refund of the NRF component of a Participant's Registration Fees will only be provided as per Section 3 of the NRSTRs.
- 5.2 For the sake of clarity, a refund of the NRF component of a Participant's registration fee will

only be provided:

- a) if exceptional circumstances exist which warrant a refund;
- b) where a Player changes Clubs during a Season and pays the NRF again as part of their Registration Fees for the subsequent Club;
- c) where a Participant has not yet been made "Active" in PlayFootball and has not participated in organised football activities; or
- d) as required by law, such as in accordance with state and/or federal consumer protection legislation.

5.3 Further clarification regarding the Refunds of the NRF can be [found here](#).

6. Eligibility for Refunds of the MRF and NNSWF Facility Fund Levy

6.1 A refund of the MRF and NNSWF Facility Fund Levy will only be provided as per the NNSWF Refund Policy.

6.2 For the sake of clarity, a refund of the MRF and/or the NNSWF Facility Fund Levy will only be provided if:

- a) The participant has not been made "Active", has successfully de-registered, or has had their registration request declined in PlayFootball.
- b) The participant has not participated in any capacity in activities organised by a Football Entity including NNSWF, a Member Zone or a Club, including training, friendly or competition match play, or officiating; and
- c) The participant has not claimed or does not intend to initiate a claim under the relevant insurance policies provided by NNSWF.

6.3 Refunds for the MRF may be subject to proportional deductions for administrative fees unless required by law. NNSWF's decision on refunds is final, except where required by law. Further clarification regarding the Refunds of the MRF and can be [found here](#).

7. Eligibility for Refunds of the HVFA Zone Fee and Invoicing

7.1 The HVFA Zone Fee will be included in the Club fee paid by participants upon registration.

7.2 Clubs are responsible for the refund of participants based on the criteria in Section 7 and will be invoiced for participants in July in the year of Competition.

7.3 Unless there are exceptional circumstances determined by the General Manager or board of HVFA, all refunds and invoicing will be processed as per this section.

7.4 Any refunds at a Club level must not include the NRF, MRF or NNSWF Facility Fund Levy until approval is made by those Governing Bodies in relation to a refund.

7.5 If a Participant's registration has not been made Active in the National Online Registration System, then a Club may issue a refund as per the Club's Refund Policy.

7.6 If a Participant has been made Active in the National Online Registration System and the Participant has not taken part in any organised match (being a trial match or competition match) then the Club may issue a refund as per the Club's Refund Policy.

7.7 If a Participant has taken part in an organised match, de-registers from that original Club and then re-registers with a different HVFA Club, the original Club may refund as per the Club's Refund Policy. The second Club will be invoiced for that participant's HVFA fee.

7.8 If a Participant has taken part in an organised match de-registers from that original Club and

then re-registers to a Club which is not affiliated to HVFA, it is recommended that the Club does not issue a refund of the HVFA fee as the Club will be invoiced for this participant in the year of Competition.

- 7.9 If a Participant has taken part in an organised match and the Participant does not wish to register to participate in football for the season, it is recommended that the Club does not issue a refund of the HVFA fee as the Club will be invoiced for this participant in the year of Competition.
- 7.10 No Refunds will be administered on or after the 1st of July for the Winter Season Competition.
- 7.11 Participants who are registered into multiple competitions will not receive a refund from HVFA for their multiple competition registration fee.
- 7.12 HVFA's decision regarding any refund is final and binding and not subject to review or appeal, unless a Participant is entitled to a refund at law.

8. Eligibility for Refunds of Referee Registrations

- 8.1 The Refund of any HVFA registration fee for Referees will be at the full discretion of the HVFA General Manager or board.
- 8.2 HVFA's decision on an application for a refund is final and binding and not subject to review or appeal, unless a Participant is entitled to a refund at law.

9. Procedure for Applying for a Refund

- 9.1 A Participant requesting a refund of Registration Fees that have been paid through PlayFootball must follow the steps available to them within PlayFootball to request a refund. This includes any request for a refund of any or all Registration Fees, including the Governing Body Fees, as well as a refund of the fees, levies and charges imposed by the Club.
- 9.2 Refund requests for Registration Fees paid through PlayFootball should not be made directly to a Governing Body (Club, HVFA, NNSWF, FA).
- 9.3 A Participant should, as part of the request for a refund made via PlayFootball, provide all appropriate information and evidence they wish to have considered by each of the Governing Bodies (Club, HVFA, NNSWF, FA) in support of their request.
- 9.4 Where a Participant pays all or part of a Registration Fee outside of PlayFootball directly to a Club, the Participant must request a refund in respect of that amount directly from that entity, and not via PlayFootball.
- 9.5 Where a Club has paid the Governing Body Fees on a Participant's behalf, then that Club (and not the Participant) may make a request for a refund of the Governing Body Fees. This request must be made through PlayFootball by that Club.
- 9.6 FA will consider and determine any refund request made through PlayFootball as it relates to the NRF, as described in paragraph 5 above.
- 9.7 NNSWF will consider and determine any refund request made through PlayFootball as it relates to the MRF, as described in paragraph 6 above.
- 9.8 The Club will consider and determine any refund request made through PlayFootball as it relates to the Zone, as described in paragraph 7 above.

10. The Refund Process

- 10.1 The Participant or Club requests a refund through the National Online Registration System. The request is automatically logged and shared with all relevant organisations (i.e. FA, NNSWF, HVFA, and Club) for review; then
- 10.2 Each organisation evaluates the request based on its refund policy. This may include partial or full approval, or decline with justification; then
- 10.3 Approved amounts are submitted to Football Australia for processing by the relevant organisation; then
- 10.4 Once all approvals are consolidated, FA processes the refund back to the Participant's original payment card.

11. Time to do Anything

- 11.1 Clubs must review and process any refund applications on a weekly basis and must be completed by 9:00am Tuesday each week.
- 11.2 HVFA will review and process any refund applications on each Tuesday of each week.
- 11.3 For the sake of clarity, the review and process of any refund applications to either FA or NNSWF are not managed by HVFA and HVFA cannot make requests for emergency refunds.

12. Vouchers Cannot be Claimed

- 12.1 Any voucher created by HVFA or a Club claimed through a Participants Registration cannot be refunded as cash, credit note, gift card, gift voucher, etc.
- 12.2 Any Active Kids Voucher (AKV) claimed through a Participants Registration cannot be refunded as cash, credit note, gift card, gift voucher, etc.
- 12.3 An AKV used by a Participant applied to the Club component of a Participant's Registration Fee cannot be refunded.
- 12.4 An AKV used by a Participant applied to the HVFA component of a Participant's Registration Fee cannot be refunded.
- 12.5 The transfer of Active Kids Vouchers to another body upon deregistration is not a requirement. Clubs may transfer an amount equaling an amount of an AKV, used by a Participant to register with the initial Club, to another HVFA Club only if:
 - a) The Participant requests this to occur; and
 - b) There is a clear understanding between both Clubs and the Participant of exactly how much the AKV amount is worth. In some cases, the full amount of an AKV is not initially used as the fee is less than what the full amount of an AKV is worth; and
 - c) Both Clubs agree to the transfer of funds; and
 - d) The new Club provides an invoice to the first Club.
- 12.6 HVFA will not act as an arbitrator in respect to Clubs and/or Participants not agreeing to transfer any amount to a new Club. Both Clubs must agree to the transfer (or any transfer) as a case of goodwill and any disputes arising will not be heard.

13. Injuries

13.1 Participants who have made, or intends to make, an insurance claim under the relevant insurance policy administered by the NNSWF arising from any Football Activity may not be eligible for any refund.

14. Definitions

Active means being approved by a Club to be a member of that Club

Active Kids Voucher means a NSW Government voucher available to some Participants

Amateur means any Player that is not a Professional

Club means an entity affiliated with HVFA

Competition means any competition, tournament or league registered with HVFA, NNSWF, or FA

Football Activity means any organised activity through being a registered member of a Club

Governing Bodies means the National, State and Regional body responsible for the game of football in that region

Junior Player means a Player who is registered to a Club turning 18 or younger in the year of competition

National Online Registration System means PlayFootball

Participant means an individual who is registered, or has registered to a Club

Player means a Participant who takes part in a match as a Player to their registered Club

PlayFootball means the National Online Registration

Professional means a Player who has a written contract with a Club, under which they are paid more than the expenses they effectively incur to play football for that Club.

Referee means a match official that is registered to the relevant body within the Zone

Senior Player means a Player who is registered to a Club turning 19 or older in the year of competition

Zone means the area in which the Regional Body is responsible for the management and progression of football

15. References and Links

- National Registration, Status and Transfer Regulations – ([click here](#))
- National Registration Fee Refund Policy – ([click here](#))
- NNSWF Refund Policy – ([click here](#))
- Service NSW Active Kids Voucher Terms and Conditions – ([click here](#))