



FEES POLICY & PROCEDURES

Club Name: West Coast Gymnasts
Address: 1/69 Truganina Road & 12/200 Camboon Road
Suburb: MALAGA
Postcode: 6090

Originally Written by: Kath Arendt & Annette Polglaze

Position held: Treasurer & Administrator

Completed when: 1 February 2005

Last reviewed: 23rd of September 2021

Reviewed by: Kath Arendt
Veronica Sanders
Marie Greene
Becky House
Kathrine Hughes

Approved by Committee 4th of October 2021

Next review: August 2022

LIST OF CHANGES TO POLICY

Year of Review	Changes Made	Reviewed By
2019	Policy wording changed to simplify language and for ease of understanding	Kath Arendt Becky House Marie Greene
2020	Added billing authorisation terms and conditions	Kath Arendt Veronica Sanders Marie Greene Becky House
	Policy wording changed to simplify language and for ease of understanding	
	Changes made to show the update to when fees are due and payable	
	Appendices added to show additional charges and to show more clearly which applies to recreational members, and to that of squad members	
	Table of Debt Collection Procedure added	
	Added a Financial Hardship policy and application form	
2021	Adjusted the Roles and Responsibilities	Kath Arendt Veronica Sanders Marie Greene Becky House Kathrine Hughes
	Amended the Financial Hardship Application and removed the required 20 hours volunteer work	
	Removed table of debt collection procedure for recreational members	
	Adjusted Appendix II	

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1. STATEMENT OF COMMITMENT

West Coast Gymnasts is committed to working responsibly and ethically within the legal and regulatory environment. To this end all Club policies and procedures will reflect, and we will act and make decisions in accordance, with this commitment to Fair Trading.

West Coast Gymnasts' Refund Policy is in accordance with the Competition and Consumer Act 2010.

2. POLICY APPLICATION

This policy applies to all services provided by West Coast Gymnasts as part of its' daily business operations, undertaken by Directors and/or employees, in their dealings with customers and suppliers.

Adoption of this policy will ensure West Coast Gymnasts can continue to conduct their business with integrity and in accordance with community and business ethical standards of behaviour.

3. POLICY COVERAGE

All activities undertaken by West Coast Gymnasts as part of its day-to-day operations including conduct of competitions, events, daily gymnastics lessons and related customer services are incorporated.

4. PRINCIPLES

West Coast Gymnasts' Fees Policy is characterised by reliance on a number of principles. Adherence to these principles will ensure open and honest communicate about our services with our customers and suppliers. These principles include:

- i. Communicating in plain language to ensure information on our services is clear, accurate and easily understood;
- ii. Ensuring our commitment to providing quality services is implemented by all staff;
- iii. Responding promptly to any concerns with respect to the non-delivery of agreed services;
- iv. Providing an efficient, fair and consistent handling process; &
- v. Actively encouraging and responding to feedback from our customers and suppliers.

5. DEFINITIONS

A **financial member** is a member who is registered with the club and has no overdue monies owing.

An **excused absence** is an absence notified to the club, prior to the registered class starting.

The **Customer Portal** is our electronic system used to track accounts, enrolments, and attendance.

Account holder is the personal responsible for the account held on the Customer Portal.

Invoice means the charge for services (or goods) rendered from West Coast Gymnasts.

6. FEES/CHARGES

All members are required to have a bank card on file through the iClass Customer Portal. Charges are due and payable within 7 days from the invoice date. Invoices will automatically become overdue by the 8th day.

Statements are sent to the account holder on a monthly basis, or as needed when accounts have been amended.

The following rules will apply:

- I. A trial may be offered on the first lesson (for new members only). If after that first lesson the child is enrolled, fees will be calculated within a timely manner, including the trial class. As invoices must be paid by the due date, the initial invoice will cover the first calendar month period, plus an annual registration fee. Then, the account holder will receive an invoice every calendar month thereafter.
- II. Training fees do not include, but is not limited to, costs for events, level badges or any uniform items.
- III. If an invoice is not paid by the due date of invoice an overdue letter will be issued advising that the member's account is overdue.
- IV. AutoPay is our preferred payment option. However, payments prior to the due date can also be accepted by:
 - Manually through the Customer Portal
 - Credit card over the phone
 - In person using debit/credit card
 - In person using cash
 - Direct debit into our nominated bank account
- V. Exceptions may be available for athletes who are university students or who have employment commitments only. This will be approved on a case-by-case basis provided a written request is submitted to the Club's Operations Manager or Treasurer setting out the adjusted hours and for the period of time requested.
- VI. Account holders who wish to have their fees taken out mid-month will be required to keep their account in credit to ensure that they are not consistently becoming overdue.
- VII. A non-refundable annual registration fee applies. This membership is valid from January 1st to December 31st in the current year and includes a child's personal accident insurance fee.
- VIII. If a "squad" gymnast wishes to take leave for holidays (outside of the scheduled holidays or during their allocated competition season) charges for this period of absence will be charged at a 50% rate. No credits will be given during competition season and partial fees will apply. This is to ensure the athlete's place is still available upon return of their holiday.
- IX. If a squad member who is required to compete goes on holidays within 4 weeks prior to an event/competition, there is strictly no adjustment to fees and no credits given.
- X. No athlete will be entered into any events, or be permitted to participate in an event, if accounts are more than 30 days overdue. All athletes must be a *financial member* at the time the event entry is submitted and remain financial until said event.

- XI. Make-up classes can be arranged for illness and/or special circumstances dependent on which program the child is enrolled in. Our preferred method of communication for notifications of excused absences is via the Customer Portal.
- XII. If the parent/guardian wishes to register their child in a makeup session (selected classes only), notification of absence must be given prior to the athlete missing the start of their normal training session.
- XIII. No makeups are available for squad members (including development and Interclub groups) except in the instance where the Programs Manager has given express permission to do so. See the club's *Makeup Token Policy* for further clarification.
- XIV. A doctor's signed medical certificate (or a letter clearly stating from a medical professional that the athlete is unfit to carry out any gymnastics training during a set period of time) must be presented for any credits to be processed.
- XV. Once registered, if the parent/guardian wishes to remove their child from any of the Club's programs, four (4) week's written notice must be given to allow time for the account to be finalised. During this time the account holder will still be billed for this period.

All termination notices must be in writing, either submitted via the Customer Portal or sent by email to accounts@westcoastgym.org.

Final account fees will be calculated at the time of the drop notice is provided and must be paid in full prior to the registered drop date.

Failing to pay the account in full will result in the athlete being refused the ability to transfer to another club, if applicable and may incur debt collection costs.

7. BILLING AUTHORISATION

As per the Customer Portal - the below agreement ensures that account holders/members fully understand their obligations and rights when providing the club with their credit card details.

This Agreement is designed to explain what a member's obligations are when undertaking a credit card authorisation debit arrangement with West Coast Gymnasts. It also details what our obligations are to you as your service provider. We recommend you read, understand and consent to this agreement in its entirety prior to signing the authorisation. This agreement forms part of the terms and conditions of your membership with the club and cannot be varied without express permission from the Club's Management Committee.

For a full understanding of your billing authorisation agreement with us, please read the below information in conjunction with our Fees Policy and be sure to understand the full terms and conditions with regards to payments whilst a member of the club. Acceptance of this policy assumes that you represent and warrant that, if purchasing something or paying for a service from this facility or from other merchants through this facility that:

- i. any credit card or bank account draft (ACH Draft) information supplied is true and complete,
- ii. charges incurred by the account holder will be honoured through the credit card company or financial institution, and
- iii. the account holder will pay the charges incurred at the posted prices, including any applicable taxes, fees, and penalties.

Should you dispute a charge through your financial institution this will constitute a breach of contract possibly resulting in, but not limited to, penalties, additional fees, collection, legal action, and/or termination of any and/or all current and future services.

I/We hereby authorize West Coast Gymnasts Inc (ABN: 15 440 808 653) to make debits on behalf of the account card holder's name listed.

I/We acknowledge that West Coast Gymnasts will keep any information (including account details) contained on file private and confidential. West Coast Gymnasts will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information. We will only disclose information that we have about you:

- a) to the extent specifically required by law; or
- b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

I/We acknowledge that the debit amount will be debited from my/our account according to the terms and conditions as set out by the club.

I/We acknowledge that bank account details have been verified against a recent bank statement to ensure accuracy of the details provided.

I/We acknowledge that it is my/our responsibility to ensure that there is sufficient cleared funds in the nominated account by the due date to enable the debit to be honoured on the debit date. Debits normally occur overnight; however transactions can take up to three (3) business working days depending on your financial institution.

I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I/We agree that West Coast Gymnasts will not be held responsible for any fees and charges that may be charged by your financial institution.

I/We Acknowledge that there may be a delay in processing if:

- 1) There is a public or bank holiday on the day, or any day after the debit date.
- 2) A payment request is received by West Coast Gymnasts on a day that is not a Banking Business Day.
- 3) A payment request is received after normal operational hours.
- 4) Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise the club to vary the amount of the payments as provided for within the club's requirements. I/We do not require West Coast Gymnasts to notify me/us of such variations to the debit amount.

I/We acknowledge that the total amount billed will be for the specified amount/period of time, plus any additional services or products, and for this and/or subsequent agreements and/or amendments.

I/We acknowledge that the Club is to provide 14 days' notice if proposing to vary the terms of the debit arrangements. I/We acknowledge that requests for variations to the debit arrangement will be directed to the club in writing to the Club's Management Committee.

I/We acknowledge that any request to stop or cancel the debit arrangement will be directed to the Club in accordance with the Club's Fees Policy and Constitution.

I/We understand that 28 days written notice is required to terminate billing and I/we are responsible for payment during this time, whether or not the members attends their enrolled classes or not, until I notify this facility in writing to drop the member from the Club and terminate his/her membership.

I/We acknowledge that any disputed debit payments will be directed to the Club's Management personnel, and/or the Treasurer. If no resolution is forthcoming you are advised to contact your financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, I/We will be responsible for any fees and charges for each unsuccessful debit in addition to any financial institution charges and collection fees, including and not limited to any solicitor fees and collection administration fees appointed by West Coast Gymnasts.

I/We authorise West Coast Gymnasts to attempt to re-process any unsuccessful payments. I/We acknowledge that if specified by the Club, a setup, variation, dishonour, SMS fee, or administration processing fees may apply as instructed by the Club.

I/We authorise:

- 1) The Debit User to verify details of my/our account with my/our financial institution
- 2) The Financial Institution to release information allowing the Debit User to verify my/our account details.

8. REFUNDS

West Coast Gymnasts Inc does **NOT** refund fees.

In the event of a cancellation of a class by either a coach or by the club, a makeup class may be arranged. This is applicable for all classes/squads within the club.

The makeup session will be dependent on coach availability. If then a member is unable to attend that makeup class, a credit for the missed lesson will be issued against the account in the upcoming payment period.

For recreational program members, an athlete who misses a class due to other commitments, injury or illness can receive a makeup token provided the absence is an **excused absence**.

For squad athletes (including Interclub and Development programs), should an athlete miss a class due to other commitments, injury, or illness a makeup class will not be permitted except in the instance where the Programs Manager has given express permission to do so.

For illnesses or injury where a credit is requested, a doctor's signed certificate (or documentation from a medical professional clearly stating that the athlete is unable to participate in their class for a set period of time) must be submitted for any credits to be processed.

For members wishing to terminate their membership with the club can do so provided they give 4 week's written notice. Any credits or makeup tokens that are still valid at the time of the drop request does not entitle the member to a refund. Any credits/make up tokens remaining will be forfeited.

9. BREACHES OF POLICY

Failure to abide by these terms and conditions will be considered a breach of the above policy conditions. Breaches may result in termination of membership and legal proceedings if fees are left outstanding.

10. CONFIDENTIALITY AND REPORTING

The Club's administration responsible for implementing this Policy will keep confidential the names and details relating to execution of the policy and complaints, unless disclosure is:

- i. Necessary as part of the disciplinary or corrective process; &
- ii. Required by law.

11. ROLES AND RESPONSIBILITIES

Management / Administration

- i. Ensure that appropriate administrative procedures are in place for the reporting and handling of refunds and complaints;
- ii. Actively promote the Club's Fees policy to all staff, customers and suppliers, via the Club's Fees Policy Statement.
- iii. Ensure that appropriate training is provided to all staff so that services are delivered to the standards promoted and/or complaints can be directed to the appropriate management staff;
- iv. Respond promptly to any concerns with respect to the non-delivery of agreed services in-line with the Clubs Fees policy; &
- v. Devise and implement strategies to address any on-going issues that result in the non-delivery of agreed services.

Staff

- i. Deliver all services to the Clubs required standard and in-line with assigned duty statements and employment agreements;
- ii. Alert Senior Management with respect to any agreed services not delivered and the circumstances causing this; &
- iii. Work responsibly and ethically at all times when representing the Club and delivering agreed services.

Customers/Suppliers

- i. Report the non-delivery of services to the Club's Operations Manager within a reasonable time; &
- ii. Provide details on the services not received and proof of purchase.

12. FINANCIAL HARDSHIP APPLICATION

Where a family has difficulty making the full fee payments as stipulated then a confidential 'Financial Hardship' request may be submitted in writing to the Executive Committee.

To apply for Financial Hardship members should ask for an Application Form by emailing their request to accounts@westcoastgym.org.

The application must be on the form provided by the club (see Appendix II) and will need to provide sufficient details to prove the family's case. If financial hardship is proven and agreed, the Executive Committee will stipulate the payments required.

Note: In this policy 'family' means parents or guardians if the gymnast is under 18 years of age or if the gymnast him/herself if he/she is over 18 years of age. Where a parent or guardian is known to be paying the fees for a gymnast over the age of 18, then the parent or guardian will be deemed to be responsible and will be contacted where necessary.

Members must meet the following criteria for a Financial Hardship application to be considered suffering from genuine Financial Hardship and have been a financial member of WCG for at least 2 years.

Any member requiring Financial Hardship must satisfy the Executive Committee of their circumstances and,

1. If necessary, provide evidence to substantiate their claim for Financial Hardship.
2. If necessary, provide updated documentation to support ongoing assistance.

The Decision of the Executive Committee is final and there is no appeal of the decision. If the member breaches the terms of the agreement and does not advise the Executive Committee of these breaches, then the Executive Committee may terminate the arrangement effective immediately.

WCG will act and respond in a way that is professional and courteous to all customers and will take all possible efforts to seek to resolve the application for Financial Hardship to the best satisfaction of all involved.

This application cannot usually be applied retrospectively as a means of avoiding fees that have already been paid to WCG.

The maximum amount of time that an application can be valid for is limited to 6 months.

All applications, conditions, amounts and details will be considered confidential. Any breach of this confidentiality will result in the cancellation of the agreement and could result in additional late fees being charged.

13. PAYMENT COLLECTION PROCEDURES

If no payment has been made within 7 days from the date of invoice, the club reserves the right to take the outstanding fees due from the card details provided. If for some reason the payment fails, the account becomes overdue on the 8th day.

In the instance of monthly tuition fees being overdue, the following procedure will be undertaken:

- i. A payment reminder "Overdue Letter #1" will be sent to the member stating that if payment is not made in full within 48 hours, an overdue fee will be charged on the next business working day.
- ii. If the account remains unpaid, typically on the 10th of the month, a late fee and administration fee will be added to the account and an email "Overdue Letter #2" is sent advising of these charges and outstanding amount owed.
- iii. Following this letter, it then becomes the account holder's responsibility to ensure that the account fees are paid in full. No further attempts will be processed by the club.
- iv. If payment of the overdue invoice remains unpaid by the 12th day of the month, a letter will be issued stating that the athlete's ability to participate is in jeopardy and that they may be unable to participate in training, competitions or at other related events.

The athlete's coach is also advised at this time of their gymnast's pending suspension from training.

- v. If no payment has been made by the 15th of the month, the athlete is placed on suspension without further notice.
- vi. Should payment then not be received immediately, along with the following month's fees, the matter is referred to the debt collection agency and a demand notice is issued (this will incur additional fees also).

No athlete will be entered into any events/competitions if accounts are more than 7 days overdue. All athletes must be a financial member at the time of event entries.

- vii. Should the account remain unpaid 7 days after the demand notice is issued, the debt collector will issue a summons notice and court proceedings may begin.

As all debt collection fees are the responsibility of the account holder (and costs are passed on to the account holder) an invoice will also be raised at this time to cover the debt recovery fees.

West Coast Gymnasts will always endeavour to provide an opportunity to make payment before a suspension becomes effective, however should an account be more than 7 days in arrears, the club has the right to place the gymnasts' under suspension. A notice will be issued without warning and the gymnast will not be permitted to return to training until the account is paid in full, along with the next month's fees.

14. TABLE OF FEE COLLECTION PROCEDURE

Charge	By no later than	Action
Invoices To Be Raised	Recreational: 28 th of each month OR Squads: 1 st of each month	
Fees Due		
Attempt # 1 Card Authorisation	8th of the month	All recurring billing charges will be taken from cards on file.
Email To Family	8th of the month	Late fee letter sent - advising charges will be added and a second attempt will be done within 48 hours if no payment is received
Overdue Fees Charged	10th of the month	Late fee charged
Credit Card Authorisation Attempt #2	10th of the month	Attempt to collect/process the amount due
Email To Family	10th of the month	Letter advising it is now the account holder's responsibility to make payment
Letter of Suspension Pending	12th of the month	Letter to family advising that if fees are not paid immediately, the athlete will be placed on suspension. Athlete's coach advised of pending suspension.
Suspension Letter	14th of the month	Letter to family advising of athlete suspension. Athlete's coach advised of suspension and entry is to be refused.
Debt Collector Engaged	End of the month	Demand notice sent to debt collection agency for their follow up. If after 7 days of demand notice sent, and no payment has been received, the debt collector will engage a summons notice.

15. SUSPENSION TERMS & CONDITIONS

Members placed on suspension at the club's discretion will not be able to return until such time that the overdue amount is paid in FULL, as well as the following month's fee. This is to ensure that no family continues to remain behind at any time.

Should an athlete be placed on suspension by the club, the athlete may not be permitted to enter into any competitions, nor attend those already paid for. Further to this, athletes on suspension will not be permitted to engage in any activities at the club, participate in events nor attend fundraising ventures until such time that the member is once again considered a financial member.

For families who wish to place their child's training regime on hold for a temporary period of time (up to 1 month) may do so, for whatever reason, by providing 4 week's written notice to the club. No positions can be held during this time and families acknowledge that their child may not be able to return to the same class/group/squad upon their return.

In instances, such as but not limited to, compassionate grounds, the club may allow a member to suspend their account immediately. These cases will be based on merit and approved by the Club's Operations Manager.

APPENDIX I

Additional charges for West Coast Gymnasts as at 1st of September 2021.

Item	Reason For Charge	Amount To Be Charged
Late Fee (includes an administration fee)	Processed when invoices are overdue the 7 day terms	\$40.00 per account, per month
Late Fee for Competitions/Events Entries	Processed when payments/entries have not been made for an athlete entering a competition or event	Between \$20-\$40.00 per athlete per event, dependent on event
Credit Card Authorisation Rejection Fee	Charged to account holders who have had their fee rejected	50c per transaction
Administration Fee for Credit Card Re-processing (per attempt)	An administration fee for re-processing a credit card charge that was originally rejected	\$5.50 per transaction
SMS fee	Charged to the family per any sms reminder that may be sent	30c per sms reminder

APPENDIX II

Financial Hardship Application Form (image only)

Financial Hardship Application Form
PRIVATE & CONFIDENTIAL

Form to be submitted via email to
committee@westcoastgym.org



WCG's Fees Policy required fees to be paid in a timely and consistent manner. We acknowledge that sometimes our families encounter financial situations that temporarily prevent them from complying with our payment procedures. The purpose of this form is to provide you with a vehicle to apply for an exception to our payment procedures. Your completed form will be reviewed in a confidential manner and a decision will be communicated to you within 2 weeks of your submission. Please note that additional information may be requested of you in order to properly evaluate your application.

Parent/Guardian's Name:

Full Name of Student:

Address:

Class/Squad:

Mobile Phone Number:

Amount Requested For Payment Plan: \$

REASON FOR FINANCIAL HARDSHIP APPLICATION

(THE more information you provide us, the more we can understand your situation)

I, the undersigned, agree that this is purely an application for financial hardship and in no way guarantees me the right to a payment plan. I understand that the committee will discuss my circumstances and suggest an appropriate course of action, including the payment terms and conditions.

I understand that in the event that I breach any part of this agreement, this application becomes void immediately and all monies will be due in full immediately.

I have read, understood and agree to the Fees Policy of the Club and acknowledge that this payment plan is purely a goodwill gesture from the club and can be revoked at any time.

Parent/guardian's name and signature:

Date of application:

WEST COAST GYMNASTS
WWW.WESTCOASTGYM.ORG