

Malvern City FC - Cancellation & Refund Policy

Policy Overview

Malvern City FC (MCFC or the Club) makes significant financial, staffing and operational commitments when a player accepts an offer to join a team or program. This policy sets out the Club's approach to cancellations, withdrawals and refunds and is intended to provide a clear and consistent framework across all MCFC programs.

Acceptance of an Offer and Financial Commitment

Acceptance of a player offer represents a commitment to the relevant MCFC program for the applicable season. A player's position is considered accepted when the player or their parent/guardian accepts the offer, pays a deposit or initial payment, completes registration, or otherwise confirms acceptance in the manner specified by the Club.

Upon acceptance, MCFC reserves a limited squad position for that player and may cease considering or offering that position to other players. The Club also begins making financial, staffing and operational commitments in reliance on confirmed squad numbers.

Non-Refundable Payments

Except where otherwise required by Australian Consumer Law or where a refund is approved by the Club under the Exceptional Circumstances provisions of this policy, payments made to secure or participate in an MCFC program are non-refundable.

Any deposit identified by the Club as being required to secure a playing position is non-refundable, subject to any rights that cannot lawfully be excluded under Australian Consumer Law.

Why the Club Makes This Commitment

Upon acceptance of an offer, MCFC may incur or irrevocably commit expenditure associated with delivering the player's program and operating the relevant team. These costs and commitments may include:

- Football Australia and Football Victoria registration, competition and team entry fees;
- coaching, technical director and other football staff appointments and costs;
- ground hire, training facilities, lighting, maintenance and other facility costs;
- uniforms, apparel and equipment ordered for players and teams;
- administration, insurance, technology and program management costs;
- pre-season planning, training and program delivery; and
- shared team and Club costs incurred or committed based on confirmed player and squad numbers.

Some costs are paid immediately and others are contractually or operationally committed in advance but become payable later. The fact that an invoice has not yet been paid by the Club does not necessarily mean that the underlying cost or commitment has not been incurred.

Squad Positions and Lost Opportunities

MCFC programs operate with limited squad positions. Once a player accepts an offer, the Club may decline other players, close recruitment for that position or structure a squad in reliance on that acceptance. A subsequent withdrawal can therefore result in a position that cannot reasonably be filled and costs that cannot be recovered or redistributed. This is an important reason why acceptance of an offer carries a financial commitment.

Pre-Season Forms Part of the Program

Pre-season training is an integral part of the relevant annual football program and is not a separate, complimentary or trial component once a player has accepted an offer. Program commencement is determined by the scheduled commencement of the relevant team's or program's pre-season, training or official activities.

Different MCFC programs may commence at different times and may have different pre-season lengths, coaching requirements, training loads and program costs. These differences do not alter the player's commitment following acceptance of an offer.

Payment Plans and Outstanding Fees

Where MCFC permits fees to be paid by instalments, the payment plan is provided solely as a method of paying the applicable program fee. It does not convert the program into a monthly membership, pay-as-you-go arrangement or series of separate monthly services.

A player's withdrawal does not automatically cancel amounts otherwise payable under an accepted offer. Any outstanding amount will be considered having regard to the player's accepted financial commitment, the costs and commitments incurred by the Club, the circumstances of the withdrawal and any rights available under Australian Consumer Law.

Voluntary Withdrawal

A player is not ordinarily entitled to a refund because they choose to withdraw after accepting an offer. This includes, but is not limited to, withdrawal due to:

- change of mind or deciding not to continue playing football;
- accepting an offer from, or transferring to, another club;
- dissatisfaction with team, squad or age-group placement;
- dissatisfaction with coaching decisions, playing position, selection or playing time;
- competing school, sporting, work, holiday or personal commitments;
- inability or unwillingness to attend training, pre-season activities or matches;
- relocation within metropolitan Melbourne; or
- a change in personal or family circumstances that does not qualify as an exceptional circumstance.

Exceptional Circumstances

MCFC recognises that genuine circumstances outside a player's control may arise. The Club may, at its discretion, consider a refund or partial refund in exceptional circumstances, including:

- serious injury or illness that prevents participation for a substantial part or the remainder of the program;
- permanent relocation outside metropolitan Melbourne;
- acceptance into an A-League Academy or recognised national elite football pathway; or
- another circumstance determined by the MCFC Committee or Board to be exceptional.

Exceptional circumstance requests must be submitted in writing and supporting documentation may be required. The existence of an exceptional circumstance does not automatically create an entitlement to a full refund.

Where the Club approves a refund, it may take into account and deduct reasonable costs already incurred or committed, including registration and competition fees, apparel, coaching and technical costs, facilities, administration, pre-season or program delivery and other costs reasonably attributable to the player's accepted position.

Club-Initiated Termination

Where a player's participation is terminated as a result of a serious or repeated breach of the Club's Codes of Conduct, policies or applicable Football Victoria regulations, any refund will be determined having regard to the circumstances, services already provided and reasonable costs or commitments incurred by the Club, subject to Australian Consumer Law.

Request Process

Any request for a refund must be submitted in writing to the relevant MCFC program coordinator and include the player's name, team or program, date of withdrawal, reason for the request and supporting evidence where applicable. Refund requests are not automatically approved and may be referred to the MCFC Committee or Board for determination.

Acceptance of this Policy

This policy forms part of the conditions associated with an MCFC player offer and registration. Acceptance of an offer, payment of a deposit or initial payment, completion of registration or participation in the program constitutes acknowledgement and acceptance of this policy. The applicable program fee, payment schedule and program commencement date will be communicated separately as part of the relevant offer or registration process.

Australian Consumer Law

Nothing in this policy is intended to exclude, restrict or modify any consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law. Where a player or parent/guardian has a statutory entitlement to a refund or other remedy, that entitlement will apply notwithstanding any other provision of this policy.

Policy Review

This policy will be reviewed periodically to ensure its effectiveness and relevance.