

# **Sporting Car Club of South Australia Incorporated**

## **Refund Policy**

### **Memberships, Event Entries, Merchandise & Facility Hire**

**Version:** 1.0

**Effective Date:** 15 July 2026

**Review Date:** 15 July 2027

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#### **1. Purpose**

The Sporting Car Club of South Australia Incorporated ("the Club", "we", "our" or "us") is committed to providing fair, transparent and consistent refund practices for memberships, event entries, merchandise, facility hire and other payments made to the Club.

This Refund Policy outlines when refunds may be available and the process for requesting one.

This policy should be read together with the Club Constitution, Website Terms & Conditions, Privacy Policy and any event-specific regulations.

Where this policy is inconsistent with Australian Consumer Law, the law will prevail.

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#### **2. Australian Consumer Law**

Nothing in this policy limits or excludes your rights under the **Competition and Consumer Act 2010 (Cth)** or the Australian Consumer Law.

Where goods or services fail to meet consumer guarantees, customers may be entitled to a repair, replacement or refund in accordance with Australian law.

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#### **3. Membership Fees**

Membership subscriptions assist the Club to deliver member services, maintain facilities, organise events and administer Club operations throughout the financial year.

Membership categories, subscriptions and member rights are governed by the Club Constitution.

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#### **4. New Membership Applications**

If a membership application is **not approved** by the Club in accordance with the Constitution:

- all membership fees paid will be refunded in full; and
- any applicable payment processing fees charged by third-party providers may be deducted where permitted.

This reflects the Constitution, which provides that membership fees are reimbursed if an application is rejected.

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## 5. Membership Renewals

Once a membership renewal has been processed, refunds are generally **not available** where:

- the member changes their mind;
- the member no longer wishes to participate;
- the member relocates;
- the member does not attend Club activities;
- the member resigns during the membership year.

Membership benefits commence immediately upon renewal.

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## 6. Exceptional Membership Refunds

The Management Committee may, at its absolute discretion, approve a full or partial refund where exceptional circumstances exist.

Examples may include:

- serious illness;
- permanent disability;
- death of a member;
- administrative error;
- duplicate payment;
- other compassionate circumstances.

Each request will be assessed individually.

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## 7. Membership Resignation

Members may resign their membership in accordance with the Club Constitution.

Resignation does not automatically entitle a member to a refund of membership fees.

Outstanding amounts owing to the Club remain payable.

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## 8. Event Entries

The Club conducts a wide range of:

- motorsport competitions;
- social events;

- tours and cruises;
- dinners;
- educational events;
- training sessions;
- community activities.

Refund eligibility varies according to the nature of each event.

Specific event regulations may override this general policy.

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## **9. Competitor Withdrawals**

Where a competitor withdraws from an event:

### **More than 14 days before the event**

The Club will generally provide:

- a full refund; or
- transfer the entry to another eligible Club event.

Administration fees may apply where significant costs have already been incurred.

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### **Between 7 and 14 days before the event**

The Club may provide:

- a partial refund;
- event credit; or
- transfer to another event,

depending upon commitments already made by the Club.

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### **Less than 7 days before the event**

Refunds are generally not available because event costs have usually been committed.

However, the Club may consider exceptional circumstances.

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## **10. Event Cancellation by the Club**

If the Club cancels an event before it commences, participants will generally be offered one of the following:

- full refund;

- transfer to a replacement event;
- event credit.

The Club will determine the most appropriate option having regard to the circumstances.

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## **11. Event Postponement**

Where an event is postponed, participants may be offered:

- automatic transfer;
  - event credit;
  - refund where attendance on the revised date is not reasonably possible.
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## **12. Weather**

Many Club activities occur outdoors.

Poor weather alone does not automatically result in cancellation.

Where an event proceeds safely, refunds will generally not be provided simply because weather conditions were less favourable than expected.

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## **13. Force Majeure**

The Club will not be responsible for cancellation or postponement caused by circumstances beyond its reasonable control, including:

- extreme weather;
- fire;
- flood;
- pandemic;
- government restrictions;
- industrial action;
- venue closure;
- emergency services directions;
- power failure;
- terrorism;
- civil disturbance.

Where possible, the Club will endeavour to provide:

- alternative dates;

- event credit;
  - partial or full refunds where financially practicable.
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#### **14. Motorsport Events**

Certain costs associated with motorsport events may already have been committed before an event takes place, including:

- venue hire;
- officials;
- emergency services;
- timing systems;
- insurance;
- permits;
- catering;
- equipment hire.

For this reason, refunds may not always be possible once entries close.

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#### **15. Merchandise**

If merchandise is:

- faulty;
- damaged;
- incorrect; or
- does not comply with Australian Consumer Law,

the Club will provide an appropriate remedy.

Change-of-mind returns are generally accepted within **30 days** provided:

- items are unused;
- original packaging is retained;
- proof of purchase is supplied.

Personalised items cannot usually be returned unless faulty.

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#### **16. Gift Vouchers**

Where offered:

- gift vouchers are non-refundable;
  - cannot be redeemed for cash;
  - may not be replaced if lost or stolen.
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## 17. Facility Hire

Refunds relating to venue hire will be determined in accordance with the Facility Hire Agreement.

Generally:

### Cancellation Notice Refund

More than 60 days      Full refund less administration fee

30–60 days              75% refund

14–29 days              50% refund

Less than 14 days      No refund unless the Club is able to rebook the venue

The Management Committee may vary these provisions where appropriate.

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## 18. Donations

Donations made to the Club are generally **non-refundable**.

If a donation has been made in error, please contact the Club as soon as possible.

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## 19. Processing Refunds

Approved refunds will generally be processed within **10 business days**.

Refunds will normally be returned using the original payment method.

Where this is not possible, an alternative arrangement may be agreed.

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## 20. Administration Fees

The Club reserves the right to deduct reasonable administration costs where:

- payment processing fees have been incurred;
  - merchandise has already been shipped;
  - event costs have already been committed;
  - special orders have been placed.
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## 21. Refund Requests

Refund requests should be submitted in writing and include:

- full name;
- membership number (if applicable);
- event name;
- payment date;
- reason for the request;
- supporting documentation where appropriate.

Requests should be lodged as soon as practicable.

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## 22. Management Committee Discretion

The Management Committee retains discretion to approve refunds outside this policy where it considers doing so to be in the best interests of:

- the member;
- the Club;
- fairness;
- good governance.

Any decision of the Management Committee will be final.

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## 23. Contact Us

### **Sporting Car Club of South Australia Incorporated**

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Unley SA 5061

Phone: (08) 8373 4899

Email: [admin@sportingcarclub.com.au](mailto:admin@sportingcarclub.com.au)

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## Document Control

| Version | Date         | Approved By          | Review    |
|---------|--------------|----------------------|-----------|
| 1.0     | 15 July 2026 | Management Committee | 12 Months |

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**Notes**

This Refund Policy has been prepared specifically for the Sporting Car Club of South Australia Incorporated. It reflects the membership provisions contained in the Club Constitution, including membership applications, subscriptions and resignations, while incorporating Australian Consumer Law principles and contemporary best practice for sporting organisations that manage memberships, motorsport events, social events, merchandise sales and venue hire.