

# SOUTHERN STARS ICE HOCKEY CLUB

## Membership and Game Fees Policy

SSHP002

### 1. Purpose

This policy is set forth by the Southern Stars Committee and aims to provide guidelines on the collection, use and refunding of Participant and Membership fees paid to the Southern Stars Ice Hockey Club (SSIHC) and choose to participate in events and leagues either run in whole or in part by the Club.

### 2. Definitions and Interpretation

- a. "BIHL" means Brisbane Ice Hockey League (Seniors)
- b. "Disruption Event" means a disruption which has an adverse effect on any Program caused by widespread disease such as Covid-19 or any other disease that has been or may be declared to be a pandemic by the World Health Organisation, or the Queensland Government Chief Health Officer.
- c. "IHA" means Ice Hockey Australia Limited
- d. "IHQ" means Ice Hockey Queensland (Inc)
- e. "Junior" means any member under the age of 18 years of age, based on their age at 31<sup>st</sup> of December of the previous year.
- f. "Member" means the classes of members as defined in Clause 5 (a) to (e) of the Constitution.
- g. "Merchandise" means items sold by the club through the Stars online store.
- h. "Official" means an on-ice official such as a referee or linesman and off-ice officials such as timekeepers, scorers and first aid.
- i. "Participant" means any player of the Club or affiliated Club, who is registered with IHA and has agreed to participate in the Program or Game.
- j. "Payment Platform Fee" means a fee charge for the processing of members payment through a payment gateway.
- k. "Program" means a sanctioned or affiliated program including games; training; training camp; development; drop-in; or tournament run or participated in by the Club. A Program may consist of a single or multiple sessions.
- l. "Program Fees" means the fee charged per Participant to participate in a Program.
- m. "QJHL" means Queensland Junior Ice Hockey League
- n. "Senior" means any member 18 years of age or over, based on their age at 31<sup>st</sup> of December of the previous year.
- o. "The Club" means the Southern Stars Hockey Club (Inc) or SSIHC Inc as governed by the Committee
- p. "The Committee" means the Membership of the Management Committee as defined in Clause 18 (1) of the Constitution.
- q. "The Constitution" means the Southern Stars Ice Hockey Club (Inc) constitution.

### 3. Membership Fees

- a. To participate in an event or Program, an individual must be a Member of the Southern Stars Ice Hockey Club (SSIHC), Ice Hockey Queensland (IHQ) and Ice Hockey Australia (IHA).
- b. The SSIHC membership fee may be waived should a Participant be from an affiliated club at the sole discretion of the Committee. The Participant must be a financial member of the affiliated club.
- c. Individuals may apply for themselves.
- d. A parent or guardian may apply for membership on behalf of the junior.
- e. Membership with the Club runs from the first day of March of any given year to the last day of February the following year.
- f. Partial year memberships are not offered by the Club, IHQ or IHA.
- g. All memberships, whether being renewed or first-time applications, shall be reviewed by the Management Committee before approval or rejection in accordance with Section 9 of the Constitution.

### 4. Calculation – Membership Fees

- a. Membership Fees for Senior members and Junior members attract different rates for IHA, IHQ and SSIHC.

- b. Membership Fees are determined by the Committee
- c. Upon application for Membership to the Club, a Player is liable to pay for the following membership fees.
  - i. A member shall pay for IHA membership
    - 1. If the Member is already a paid member through another affiliated club in Australia, the member shall not be liable to pay the membership twice.
  - ii. A member shall pay for IHQ membership
    - 1. If the Member is already a paid member through another affiliated club in Queensland, the member shall not be liable to pay the membership twice.
  - iii. A member shall pay to the SSIHC Inc as Club membership fee for membership.
- d. The Committee shall manage and disperse the revenue of the club (membership fees) in accordance with the rights and obligations prescribed to the Committee, provided by the Club Constitution.

## 5. Program Fees

- a. The following outlines the requirement and application for a member to pay fees to the Club.
  - i. All Participants in a Program organised in whole or in part by the Club shall be required to pay Program fees if they are applicable.
  - ii. The relevant Co-ordinator will determine the fee payable for a Program and submit to the Committee for approval. Any anticipated losses must also be approved by the Committee.
  - iii. The Committee will approve a Program where Program Fees do not intend to be charged to the Participants and will be at Club cost.
  - iv. The Committee must approve any fees to be waived for a Participant who is participating in a Program.
  - v. All fees must be paid by the Participant and by the due date to ensure continued participation in a program or to participate in any additional programs.

## 6. Calculation – Program Fees

- a. The following costs applicable to the Program shall be taken into consideration when calculating the fee payable:
  - i. Hire of venue.
  - ii. Any other fees that relate to Program expenses.
  - iii. Overhead fee as determined by the Club to assist with club operating expenses including merchant fees, platform fees, accounting, marketing, equipment replacement, audit fee, bank fees, coach development, stationery, repairs and other sundry fees deemed necessary by the Committee.
- b. Program Fees shall be calculated as follows:
  - i. The applicable total Program cost.
  - ii. On-ice and off-ice official expenses for QJIHL, BIHL or club-organised games.
  - iii. Divided by the number of average number of Members participating in the Program.
- c. For BIHL, QJIHL and club in-house games, each team must maintain the minimum number of players as specified by the BIHL, QJIHL or relevant Stars committees prior to commencement of the season.
- d. A pro-rata fee may be applied to a Participant where it has been approved to participate in less than 100% of the Program and is at the sole discretion of the Committee.
- e. Program Fees shall not include costs associated with an affiliation membership.

## 7. Merchandise Payments

- a. Merchandise shall be sold through Southern Stars Website online store.

- b. Markup for merchandise will be determined by the Merchandise Director, ensuring that costs are recovered.
- c. New items for sale shall be approved by the Committee

## 8. Representation

- a. If the Member makes a representation to the Club for a particular Program in a submitted roster to participate, then the member shall be liable for the whole Program cost.
  - i. For the avoidance of doubt, the minimum participation is one game.

## 9. Goaltender fees

- a. To recognise that goaltenders are imperative to the success of Club Programs and the significant cost of goaltender gear, the following will be applied to goaltender fees participating in various club Programs:
  - i. Senior goaltenders on a rostered team will receive 25% discount for BIHL Game Fees.
  - ii. Senior goaltenders who sub only for BIHL will not be required to pay a Game Fee up to a maximum of 5 games. Thereafter, Game Fees will be payable as determined by the Committee.
  - iii. Senior goaltenders will not be required to pay for drop-ins and club in-house games.
  - iv. Senior goaltenders will not be required to pay for training if not specific to goaltender development or specifically advised that payment is required for a goaltender to participate.
  - v. Junior goaltenders on a rostered QJIHL Division A to D team will receive discount for season fees to be determined by the Executive Committee.
  - vi. Junior goaltenders will not be required to pay for additional training if not specific to goaltender development.
  - vii. Junior goaltenders may be specifically advised that payment is required for a goaltender to participate in a Program to be determined by the Committee.

## 10. Payment

- a. The Committee or delegated sub-committee shall set, in its sole discretion, the platform or mechanism through which the Program Fees are payable by Participants.
- b. The Committee may change the payment platform at any time following approval at a general meeting. The payment platform will be advised to Participants upon release of Program Fees.
- c. A Participant may not participate in a Program unless all Program Fees are paid by the due date, unless:
  - i. The Club in its sole discretion, permits staged payments of Program Fees via instalments. In this case:
    - 1. The applicable percentage of value of each instalment and due date shall be set by the Committee in its absolute discretion.
    - 2. The total of all instalments shall not exceed the Program Fees as calculated in Clause 6 (b)
- d. A member that does not pay a full applicable Program Fee or all instalments by the due date will not be permitted to participate in any further Club, IHQ or IHA activity until such time that the agreed instalment fees have been paid in full.
  - i. Non-payment of fees may be communicated to affiliated clubs, IHQ and/or IHA
  - ii. Non-payment of fees due at affiliated clubs, IHQ or IHA may affect the player's ability to participate in Club activities.
- e. A member that does not pay a full applicable Program Fee or all instalments may have their membership terminated under Clause 10 (c) of The Constitution after written notice from The Committee.

## 11. Refunds – Membership

- a. The Club shall not be liable to refund the Member under any circumstances for the membership fees associated with either IHQ or IHA. The Member must contact the relevant association to request a refund. The Member may seek written confirmation from the Committee to demonstrate the reason for their requested refund to IHA or IHQ.
- b. The Club may in its sole discretion refund a member's Club membership fee, or refund a pro-rata amount of the membership fee if:
  - i. A member issues a letter of resignation to the Club pursuant to Clause 10.1 of the Constitution.
  - ii. The Member's membership is terminated by the Committee pursuant to Clause 10.3 of the Constitution.
- c. The Club reserves the right to retain any membership fee of a resigned or terminated Member, if the Member has outstanding game fees, due and payable to the Club.

## 12. Refunds – Program Fees

- a. The Club shall only be liable to refund or credit of Program Fees if:
  - i. The Participant has paid a Program Fee, or an instalment of a Program fee, however, has not participated in the Program under the following conditions:
    1. Participation shall be determined by reviewing any applicable game sheets/ESportsdesk or attendance records in question.
    2. The Club may in its discretion consult any personnel and other applicable document to determine involvement.
  - ii. The Participant has requested the refund in writing to the Club Treasurer, and:
  - iii. The request was sent as soon as possible after the Participant ceased participating. Any pro-rata refund will be calculated from the time of notification that the player will no longer participate in the Program.
  - iv. The relevant Co-ordinator requests the refund on behalf of the Participants where it is more appropriate to do so.
- b. For club activities such as training or drop-in tickets, the Participant may be entitled to a credit only where they have notified the Treasurer or relevant Co-ordinator in writing of non-attendance on the day of the activity and will be expected to participate at the next available opportunity.
- c. Where a Participant presents a Medical Certificate stating that an injury prevents them from participating in more than 25% of the Program, a refund or credit may be given on a pro-rata basis as determined by the Committee and where conditions are met in accordance with Clause 12 (a).
- d. The Club will refund Program Fees either partially or in full where the Program could not be delivered to a Participant or Participants due to a Disruption Event, Iceworld Closure of ice hire cancellation or any other reason
- e. The Club shall not be liable to refund Program Fees if:
  - i. The Participant participates in the Program.
  - ii. If for any other reason or simply decides to not fully participate in the Program after paying a Program Fee.
  - iii. The refund would result in a loss to the Club.
- f. A refund or credit shall be processed once the Participant has demonstrated compliance with Clause 12 and final approval is issued by the Committee.

### 13. Refunds – Merchandise

- a. Under the Australian Consumer Law (ACL), consumers have the right to a refund, repair, or replacement if a product or service fails to meet basic guarantees.
- b. Refunds for change of mind items will be given at the discretion of the Merchandise Director.
- c. Refunds for change of mind or incorrect selection which is not the fault of the Club will not be given for any personalised items where the order cannot be cancelled.

### 14. Reporting

- a. At the conclusion of each Program, the relevant Co-ordinator is required to provide a report to the Committee of every Participant with evidence of either:
  - i. Payment of Program fees to the Club; or
  - ii. Approval from the Committee to waive fees.
- b. A summary of the Program and whether it made a profit or loss must be included in the co-ordinator report at the next general meeting following the conclusion of the Program

