



REFUND POLICY

Updated November 2025

Purpose

1. The purpose of this policy is to outline the circumstances in which a member or customer can request a refund of membership products, event registration, education courses, programs and other activities from Surfing NSW (**Policy**).

Scope

2. This Policy is, at all times, subject to the Australian Consumer Law as contained in the *Competition and Consumer Act 2010* (Cth).
3. Nothing in the Policy seeks to exclude the right to a refund (in part or in full) under the Australian Consumer Law.
4. For the avoidance of doubt, where the Policy states that a refund is not permitted in certain circumstances, it shall not apply to circumstances where a refund is permitted under the Australian Consumer Law, which will always be granted.

Membership with Surfing NSW

Club membership with Surfing NSW

5. Club membership with Surfing NSW may be provided as part of your registration with a recognised Boardriders Club. In that case, a portion of your membership fees paid to that Boardriders Club are directed to Surfing NSW.
6. This means that Surfing NSW cannot provide a refund of these membership fees directly to you. In order to seek a refund, please contact the Boardriders Club from which you purchased your membership. Any refund of the membership fees you paid to the Boardriders Club is governed by and subject to that Boardriders Club's refund policy.
7. Surfing NSW takes no responsibility for the policies, procedures, actions or omissions of any Boardriders Club with respect to the membership fees you paid directly to that Boardriders Club.
8. In the event Surfing NSW receives a refund request from a Boardriders Club, Surfing NSW will treat that refund request in accordance with the terms of this Policy.

All other Surfing NSW membership products

After submitting an application for membership with Surfing NSW, a member can request a refund subject to the following conditions.

9. All requests for a refund of any Surfing NSW membership products must be made to Surfing NSW via boardriders@surfingnsw.com.au
10. Any refund request received from a member who has made or intends to make a claim on Surfing NSW's insurance will not be considered for a refund.

11. A member may request a refund of their membership fees for a change of mind within seven (7) days of receiving a receipt for the purchase of the membership.
12. Any refund in relation to Surfing NSW membership products will be less the administration fees incurred by Surfing NSW in processing the refund request (**Administration Fee**).
13. A refund of membership fees will be provided at Surfing NSW's sole and absolute discretion. Each circumstance is unique and the exercise of discretion by Surfing NSW in one instance does not create an obligation to exercise that same discretion in another.
14. If Surfing NSW exercises its discretion to refund a membership fee, the refund of money owed (less any Administration Fee) will be arranged directly with the member.

Surfing NSW events

15. All requests for a refund of event registration fees must be made to Surfing NSW via events@surfingnsw.com.au
16. An administration fee of 10% will apply to all event refunds where the registrant chooses to withdraw from the event (**Withdrawal Fee**).
17. If you wish to withdraw from a Surfing NSW prior to entries closing, a refund less the Withdrawal Fee will apply.
18. If you wish to withdraw from an event after the close of entries, no refund will apply unless a medical certificate is provided to event organisers when submitting the refund request. The request, accompanied by a medical certificate, must be received no later than the day prior to the first day of competition, and upon consideration by Surfing NSW, you may be eligible for a full or part refund.
19. Surfing NSW may, in its sole discretion, delay, modify, or cancel the event if it believes the conditions on the event day are or will be unsafe following the commencement of the event. If the event is delayed, modified or cancelled for any reason, including but not limited to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake, acts of terrorism, epidemic, fire, threatened or actual strike, labour difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, venue conditions, or any other cause beyond the control of Surfing NSW), registrants may be entitled to a pro-rata refund of any participant entry fees paid in accordance with the Australian Consumer Law.
20. Should an event be cancelled in accordance with paragraph 19, Surfing NSW:
 - (a) will contact you to advise of the refund options and / or credit procedures for that event; and
 - (b) accepts no responsibility for any other costs incurred by you in connection to or arising from the event.
21. If Surfing NSW cancels an event for reasons other than those outlined in paragraph 19, refunds will only be granted if permitted under the Australian Consumer Law.

All other education courses, programs and activities of Surfing NSW

22. All requests for a refund and / or transfer of any education courses, programs or other activities must be made to Surfing NSW via surfersrescue247@surfingnsw.com.au

23. All refunds where the registrant chooses to withdraw from the relevant course, program, or other activity prior to its commencement will be subject to a Withdrawal Fee.
24. No refunds are available for courses offered through e-learning platforms or online programs or other activities.
25. If a participant does not fully complete an e-learning course, program or other activity within the designated timeframe and still wishes to complete the course, program or other activity, the participant will be required to re-enrol in the course and pay the full course fee. In these circumstances, there will be no part-refund granted for that part of the initial course that was not completed.
26. If a participant wishes to withdraw from a course, program or other activity delivered face to face, via webinar or video conferencing format up to the close of registrations, a refund less the Withdrawal Fee will apply.
27. A participant may transfer their registration from a course, program or other activity delivered face to face, via webinar or video conference to a future corresponding course, program or other activity if the request is made no later than seven (7) days prior to the registration closing date for the course, program or other activity in which the participant originally registered.
28. If a participant wishes to withdraw from a course, program or other activity after the registration closing date, no refund will apply unless a medical certificate is provided. The request, accompanied by a medical certificate, must be received no later than the day prior to the first day of the course, program or other activity. Upon consideration by Surfing NSW, the participant may be eligible for a full or part refund. The participant will be eligible to transfer their registration to a future corresponding course, program or other activity. Such a request must be accompanied by a medical certificate and received no later than the day prior to the first day of the course, program or other activity in which the participant originally registered.
29. Where the course, program or other activity is cancelled due to events or circumstances beyond the reasonable control of Surfing NSW, registrants may be entitled to a refund of any participant entry fees paid in accordance with the Australian Consumer Law.
30. Should a course, program or other activity be cancelled due to insufficient registrations, all participants will be eligible to transfer their registration to another course / activity or receive a full refund and no Withdrawal Fee will be charged.
31. In the case of the cancellation of a course, program or other activity for any reason, there will be no payment made to the participant for any other costs incurred in connection with the course, program or other activity, except a refund of the relevant registration fee.
32. Participants in a Surfing NSW LAB Talent Program can seek a refund for a program that is not meeting expectations. For example, where a parent believes the child participant is above or below the skill level required for the program in which they have registered. A request for a refund must be made to Katherine Smith in writing prior to 14 days within the activity commencing. Refunds will be determined at Surfing NSW's sole discretion and, if granted, calculated as a pro rata amount of the remaining lessons in the program booked.

Privacy

33. All information collected will be securely stored in accordance with Surfing NSW's Privacy Policy.