
Your Terms and Conditions

(Last Updated February 2018)

We are a people and community centric organisation. We have created these terms and conditions, along with other documents and information (available on our website) so that our community and members can understand the rules we work under to maintain an effective, transparent and best practice organisation.

Please read these Terms and Conditions, our constitution, code of conduct and any contract that is provided to you through our agents. If at any stage you would like more information on the Social Club, have a change in circumstance or would like to change your membership status please contact our office at scgh.socialclub@health.wa.gov.au

1. The Social Club

- 1.1. The Sir Charles Gairdner Hospital Social Club Inc. which includes Charlies Social Club, PCH Social Club and Charlies Bar is a not for profit community based incorporated association. Our mission is to build inclusive community here on the QEII Campus. We are self funded by members, non-members and sponsors on the QEII campus. All monies go back into building and enriching our QEII community.
- 1.2. As an incorporated association all members have certain rights under the constitution. A copy of the constitution can be viewed at <https://www.charliessocialclub.com/constitution>
- 1.3. All members, staff, volunteers and agents of the Social Club are required to behave in a manner outlined in our code of conduct. Please review our Code of Conduct at <https://www.charliessocialclub.com/constitution>
- 1.4. If you have any queries, concerns or suggestions you can contact the Social Club
 - 1.4.1. Via email at scgh.socialclub@health.wa.gov.au
 - 1.4.2. Online at www.charliessocialclub.com
 - 1.4.3. Or the committee directly at www.charliessocialclub.com/contactcommittee

2. Joining Age

- 2.1. Members must be 18 years and older.

3. Understanding Our Rights

- 3.1. If we do not enforce our agreement rights at any time, it does not mean we have waived those rights, no matter how long we wait.

4. Your Health

- 4.1. Your health is our priority. For this reason members are required to complete a fitness appraisal on joining as a health and fitness member and you should ask for one if it is not offered. You

promise us that each time you use the Social Club that (1) you are in good physical condition and (2) you know of no medical or other reason why you cannot or should not do active or passive exercise.

- 4.2. Our staff, agents and subcontractors are not medically qualified so if you have any doubts about your fitness or capability to exercise, we strongly recommend that you get advice from a doctor first. For safety reasons, you are responsible for correctly using all club facilities and reading club signs and agree to keep the conditions in the Member agreement which is available online. If you are not sure how to use any gym equipment, always ask a member of staff.
- 4.3. You need to inform the Social Club and trainers if you have a change in your health circumstances. This is for your own safety and the comfort of our staff, trainers and other members.

5. Membership

- 5.1. We have several membership and payment options as outlined at www.charliessocialclub.com/membership . Please note that we require members with ongoing fortnightly payment plans to inform us 14 days prior to ceasing membership payments.
- 5.2. Please be aware that we are not informed by the hospital or your workplace if you cease employment or stop attending the campus. For direct debit and other payment plans you need to inform us of your requirement or desire to terminate your membership and cease membership deductions.
- 5.3. Any disputes over membership payments should be directed to the management committee at www.charliessocialclub.com/contactcommittee who will review and approve refunds where appropriate. Please note that generally members who have forgotten to cancel memberships will not receive refunds. Refunds will only be approved where it is the fault of the Social Club.

6. Health & Fitness Membership

- 6.1. While health and fitness membership includes 24 hour gym access, it is not a “Gym Membership”. Suspension of gym access, loss of access card, failure to use the facility or attend initial appraisals or any other failure to meet the requirements for 24 hour gym access on the part of the member do not constitute a failure on the part of the Social Club to provide that service.
- 6.2. Health & Fitness members are required to sign a membership agreement, abide by the rules outlined in that agreement and those posted in gym areas as well as attend an initial health appraisal prior to receiving gym access.
- 6.3. From join up health and fitness members have access to circuit classes, yoga and pilates classes (with a valid session pass), massage and other health and fitness discounts and all other membership benefits termed “social” benefits. Health and fitness membership is not a “gym membership”, and failure on the part of the member to make themselves available to attend an appraisal and delay their 24hr gym access does not constitute a reason for membership subscription refund. Members who disagree or believe there are extraneous

circumstances meaning that refund is appropriate should contact the committee for a decision at www.charliessocialclub.com/contactcommittee

6.4. From time to time health and fitness classes will need to be cancelled or have their scheduled times changed. While the Social Club will endeavor to inform members of any upcoming changes, we recommend members regularly check times online at <https://member.clubware.com.au/CharliesSocialClub/TimeTable>

6.5. There may be occasions where we have to close all, or part of, the gym or rooms where you train. In such circumstances you will not be entitled to any partial or full refund. We will endeavor to advise you in advance where possible, unless the issue is urgent or an emergency. Where possible we will try to ensure that such closures are in off peak hours and kept to a minimum.

7. Members Loyalty Reward Points

7.1. From time to time members receive discounts for products and services in the form of loyalty reward points. These points are a benefit of members and remain the property of the Social Club. They are non-transferrable. Members forfeit loyalty points on cessation of membership, or if they are no longer financial (e.g. unpaid fines, unpaid membership subscriptions, etc). Loyalty reward points may be exchanged for specific goods or services provided by the Social Club, but only those indicated by the Social Club. These currently include beverages and food at Charlies Bar.

8. Membership Suspension

8.1. Members can request a membership suspension at <https://www.charliessocialclub.com/membership/> for between 2 and 6 months. If there is a medical or other reason for a longer suspension this requires approval by the management committee.

8.2. Please be aware that it is not possible to suspend membership indefinitely. A resumption date must be included with the suspension application. Payments will resume without additional notification from the stipulated resumption date.

9. Membership Term and Cancellation

9.1. You can cancel your membership within 10 days of joining and we will refund any membership fees you have paid.

9.2. If you pay your membership fees upfront your membership will automatically end once you have completed the term, unless you renew your membership.

9.3. If you pay your membership fees by direct debit you can cease your membership at, or to coincide with, the end of your initial minimum term. Unless direct debit term is set by you, the payments and membership will continue as "ongoing" until you inform debit success of cancellation, in which case you will cease to be a member 14 days after this notice.

9.4. You can ask to cancel your membership and give us notice by providing your membership details in person at our office at QEII, by completing the cancellation form at

www.charliessocialclub.com/membership or by emailing us at scgh.socialclub@health.wa.gov.au . We will send or give you confirmation once we have processed your cancellation. This will be by email (unless you have requested another form of communication for cancellation notification). Please tell us if you do not receive this. You are responsible for cancelling your direct debit once we have processed your cancellation and any payments relating to the notice periods have been taken. We are entitled to keep any membership fees we receive if you have not cancelled your direct debit instruction and have not given us valid notice to cancel your membership.

10. Miscellaneous Terms

- 10.1. We will not be liable for or responsible for any failure to perform any of our obligations under this agreement which are caused by an event that is outside of our reasonable control.
- 10.2. We are not liable to you for any loss, damage or theft of any property you bring onto our premises.

11. Direct Debit Membership Payments

Direct debit membership payments are managed by Debit Success. Upon joining the Social Club you, the member, will complete a contract with Debit Success to make these payments. Failure to properly inform us and Debit Success of your intention to cancel your membership and payments will result in late payment fees and can lead to debit collection and additional charges to you should you fail to make payments.

Please inform us promptly if you wish to cancel your payments, are having financial difficulties or other hardships that may delay your ability to make payments. We are happy to negotiate the best outcome for you as one of our valued members, however have little ability to address the situation if informed after fees have been incurred.