



# Club Sargood Terms and Conditions

## 1. Our Agreement

1.1 These terms together with:

- (a) Medical consent forms
- (b) Sargood on Collaroy's terms and conditions;

make up the entire membership agreement ('Agreement') between the member ('you') and Sargood On Collaroy ('us'). It is important that you read and understand the terms of this Agreement before you sign these Terms.

## 2. Your Membership

2.1. Membership Type - You are becoming a member of Club Sargood, 1 Brissenden Ave, Collaroy NSW 2097, ('Sargood') under the membership type selected in your payment selection.

2.2. Club Sargood Memberships entitles you to:

- (a) Access to all facilities on Level 1 of the hotel between 8am-8pm including multi-rec room, gymnasium, accessible bathroom & change room, kitchenette with microwave and Level 1 outdoor balcony.
- (b) Two x 1 hour sessions with our exercise physiologist.
- (c) Access to adaptive recreation equipment
- (d) Social events organized by the Club Sargood social committee.

Note: Access to **FES stim Motomed is not included** in the Club Sargood memberships. Sessions can be booked with our Exercise Physiologist at \$100 per hour + electrodes. **External therapists are not permitted to use the stim component of the Motomed.**

2.3. Membership fee - Annual fee for memberships

2.4. Membership Start - Your membership starts on the day we receive payment for your membership ('Membership Start Date').

2.5. Transfer of membership - You cannot transfer your membership to another person.

## 3. Membership Payment

3.1. Annual contract - This membership option entitles you to 12 months at Club Sargood with inclusions mentioned in Clause 2 of this agreement.

12-month membership = \$1130

3.2. NDIS - Under the operation of Royal Rehab, a registered provider of the National Disability Insurance Scheme, NDIA participants may be able to seek financial assistance for their Club Sargood Memberships through their NDIS plans.



- 3.3. icare - icare participants can apply to icare for funding assistance.
- 3.4. Changes to Fees -We may increase our membership fees by giving you at least 14 days' notice by email at the most recent email address you have provided to us. If you don't wish to accept an increase in fees, you can cancel your membership under clause 12 of these Terms.
4. **Freezing Your Membership**
  - 4.1 Members can freeze their membership for up to 3 months for travel or medical reasons, but we must be reasonably satisfied by your supporting documents.
5. **Your Conduct and Sargood on Collaroy's terms and conditions**
  - 5.1. Sargood on Collaroy's terms and conditions - You agree to comply with the Sargood on Collaroy's terms and conditions. Up-to-date 'Sargood on Collaroy's terms and conditions' are on our website.
  - 5.2. Immediate Cancellation - We can cancel your membership immediately and require you to leave the premises if you behave in a way that is seriously inappropriate or that risks your own health or safety or that of any other person at Sargood.
  - 5.3. Refusing Entry - We may refuse entry to Sargood On Collaroy to anyone, including members.
6. **Parking and Your Belongings**
  - 6.1. Lockers – Lockers can be requested through reception. We will not accept liability for any property you bring Sargood, including its loss, theft or damage.
  - 6.2. Parking - Street parking is usually available nearby, but we cannot promise that this will be the case. You park your car at your own risk.
7. **Medical consent**
  - 7.1. Medical consent forms must be filled out by your treating physician and returned to Sargood on Collaroy before your membership can be activated.
8. **Equipment Hire Policy**
  - 8.1. All bookings and enquiries are to be made through Reception at Sargood on Collaroy between the hours of 9am-5pm 02 8597 0600.
  - 8.2. Cost of hiring equipment is included in Club Sargood memberships.
  - 8.3. You can hire equipment for 1 hour per day subject to availability between 9am – 5pm.
  - 8.4. Sargood on Collaroy has insurance for public liability/risk and any other matters relevant to the purpose for which the equipment will be used; to the value of \$50,000,000.
  - 8.5. The transportation of equipment to other locations is the responsibility of the hirer, who must ensure that the handling of the equipment is undertaken with due care.
  - 8.6. Sargood on Collaroy will not be responsible for any costs associated with the set-up, removal or transport of the equipment.
  - 8.7. Persons are not permitted to make any non-reversible alterations or additions to Sargood on Collaroy's equipment, without prior approval from a suitable Sargood on Collaroy staff member



- 8.8. The hirer is not authorised to sub-hire or loan Sargood on Collaroy's equipment to any other group during the term of the hire agreement.
- 8.9. The hirer must have completed the 'Hiring of equipment Procedure' and have been approved to use equipment.
- 8.10. At Sargood on Collaroy's reasonable demand to the hirer must pay for any damage to the facility and/or equipment or other items supplied by Sargood on Collaroy, which at any time may be found to be missing, damaged or damaged beyond repair or destroyed. Please note that the cost of our equipment can vary up to \$30000.
- 8.11. When taking the piece of equipment Guest must sign the equipment hire agreement and then sign it again with reception on return.

## 9. Equipment Hire Procedure

- 9.1. All bookings for equipment must be made by reception.
- 9.2. Before making a booking reception must check client file to see that they have approval to hire equipment.
- 9.3. If guest has approval then reception can continue with booking. Reception must also book appropriate support if required i.e. Book guest attendant to assist with transfer into equipment.
- 9.4. If guest does not have approval then therapists can be contacted to organise a time to complete approval form. If no therapist is currently available then an appointment can be made at 4pm each day to complete approval form.
- 9.5. Approval form must be completed by available therapist (Occupational Therapist, Recreation Specialist or Recreation Assistant)
- 9.6. Approval form is submitted online and emailed to reception.
- 9.7. Reception will add approval form to client file and only then may continue with booking.
- 9.8. When guest hires equipment they need to sign the equipment hire agreement book located at reception. They must sign it again on return of the piece of equipment.

## 10. Risk Warning

- 10.1. You acknowledge and agree that your participation in any exercise, recreation, sport or training activity organized by us is an activity which is subject to risks despite Sargood on Collaroy taking all precautions and implementing safe culture as per our duty of care. These risks include but are not limited to death, serious injury or illness due to:
  - a) over exertion;
  - b) aggravation of previous or existing illnesses or injuries;
  - c) incorrect use of equipment;
  - d) incorrect technique in performing exercises;
  - e) undertaking exercises which are inappropriate for your particular physique, strength or ability level; and
  - f) accidents with equipment or other users of the facilities at Sargood

## 11. Liability and Waiver

- 11.1. You agree that:
  - a) You have read the above risk warning;
  - b) and You are aware that the gym activities are recreational activities can be dangerous, accept that there is a degree of risk and acknowledge that you participate in the gym and recreation activities at your own risk, whether at Sargood or at another location.



- c) You release us, our agents and servants, and all other parties associated with organising the gym activities from any responsibility or legal liability associated with your presence at and participation in the gym activities, whether at Sargood On Collaroy or at another location.
- d) To the extent that the Competition and Consumer Act 2010 (Cth) applies this release is limited to responsibility and legal liability for death or personal injury and does not apply to significant personal injury caused by reckless conduct by us.

## 12. Liability for Other Services

- 12.1. Other Service Providers - Club Sargood members are able to bring their own support workers onsite to assist with sessions at no extra cost. If a Club Sargood member would like to work onsite with an external therapist 'contractor', please approach management to gain clearance. Once cleared to be onsite these services are provided under a contract between you and the contractor. Sargood on Collaroy reserves the right as in Clause 5 to refuse entry to anyone including contractors at any time.
- 12.2. There will be a cost to the contractor to come onsite, and they must be able to demonstrate registration and insurance to Sargood on Collaroy. Contractors will sign in, sign out and pay at reception. Contractors are **not permitted to use the stim component of the Motomed.**
- 12.3. The Contractors are not our agents or employees, and we will not be liable for any loss injury or damages arising from or in relation to the provision of these services. You release us from, and hold us harmless from, any claim resulting from or in relation to an act or omission by a contractor.

## 13. Duty to reimburse Sargood on Collaroy for damage/loss

### 13.1.

The Client must:

Leave the facility and/or the equipment in a tidy, safe and proper condition to the reasonable satisfaction of the Sargood on Collaroy.

At Sargood on Collaroy's reasonable demand pay for any damage to the facility and/or equipment or other items supplied by Sargood on Collaroy, which at any time may be found to be missing, damaged or damaged beyond repair or destroyed.

## 14. Cancel Your Membership

- 14.1. There are no refunds on memberships except under Clause 12.

## 15. When We Can Cancel Your Membership

- 15.1. We may cancel your membership immediately by emailing you or writing to you at any of the most recent contact addresses you have provided to us, or by handing you such notice in person if:
  - a) you commit a serious or repeated breach of this agreement
  - b) you otherwise breach this agreement and the breach is not remedied within 14 days of us giving you notice to do so and notifying you that your membership will be cancelled if you fail to do so;
  - c) any part of your Enrolment Fee or membership fees, or any charges we incur for non- or late payment of your fees, remains unpaid 28 days after falling due; or
  - d) you provide us with details which you know to be false when applying for membership and these false details may reasonably have affected our decision to grant you membership.



## 16. Changes to Our Agreement

16.1. We may change, add to or delete terms in our Agreement, including the Sargood on Collaroy terms and conditions, from time to time by giving you at least 14 days' notice by email at the most recent email address you have provided to us. If you don't wish to accept any change to these Terms of Sargood, you may cancel your membership under clause 10 of these Terms.

## 17. Your Contact Details and Ours

17.1. Your Contact Details: You must let us know any change in your contact details by sending an email [enquiries@sargoodoncollaroy.com.au](mailto:enquiries@sargoodoncollaroy.com.au). If you do not update your contact details when they have changed, notice given by us to the email or other address we have on our records for you will be valid notice to you under these Terms.

17.2. Our Contact Details: Any written notice or completed form that you need to provide under this Agreement must be sent by email to [enquiries@sargoodoncollaroy.com.au](mailto:enquiries@sargoodoncollaroy.com.au) or sent by post to, or handed to a Sargood Staff or director at, Sargood on Collaroy, 1 Brissenden Ave, Collaroy NSW 2097. Only notices delivered to us in one of these ways will be valid notice under this Agreement.

## 18. Therapist Cancellation policy:

18.1. If you need to cancel your appointment please call reception on 8597 0600.

18.2. If a scheduled appointment is cancelled after 3pm on the day preceding the service Sargood on Collaroy will charge a cancellation fee of 90% of the service fee. If there are unforeseen circumstances or you are able to produce a medical certificate the cancellation fees may be waived. Sargood on Collaroy will negotiate with you opportunities to reschedule supports/services before any cancellation fees are charged.

18.3. Guests will be charged for any non-face to face work that has been done prior to the cancellation of the service

18.4. Sargood on Collaroy reserves the right to cease provision of services. If a service is cancelled by Sargood on Collaroy, no cancellation fee will be charged.

## 19. Age Policy

19.1. You are required to be 14 years or older to join on a membership and we require a guardian signature on your terms and conditions and Medical History questionnaire.

## 20. Our Agreement and the Applicable Law

These Terms Apply:

If these Terms differ from anything you are told by email, over the phone or otherwise, these Terms will apply, unless you receive written confirmation of a change from the clinical manager or resort manager.

No Waiver:



If we do not enforce our rights under this Agreement from time to time, it does not mean we have waived those rights, no matter how long we wait or for what reason.

Assignment and Subcontracting: We may transfer our rights under this Agreement, or subcontract our obligations under it, to another organisation without giving you notice and you will continue as a member. If you are not satisfied with this change, you may cancel this Agreement under clause 12.

**Applicable Law:**

This Agreement is subject to the laws of New South Wales.

**Severance:**

If a court decides that a term of this Agreement is not valid or cannot be enforced, that term will not apply but this will not affect the rest of the Agreement.