

CLUB CIVITAS

Membership Terms and Conditions

1. General Terms

1.1 The name of the club is CLUB CIVITAS “the Club” operated by Bene Civitas Ltd.

1.2 The Club is established to help people of all abilities seeking affordable housing.

1.3 Memberships are available for each household.

1.4 The Club provides services to its members and conducts fundraising activities.

1.5 You must become a member of the Club to access services.

1.6 All members shall be subject to the Terms and Conditions to be entitled to use, enjoy, and benefit from Club services. Club members have no financial liability apart for the payment of the required membership fees.

1.7 The Club reserves the right at any time and at its sole discretion to vary or amend the Terms and Conditions without notice.

2. Membership

2.1 All members are entitled to all the privileges of membership subject to the Club’s Terms and Conditions.

2.2 Members are required to login to their Club account prior to making any application for services. This allows the Club to track and monitor which service each Member is using.

2.3 The Club reserves the right to cancel any membership immediately and without notice, in the following circumstances:

2.3.1 the Member breaches the Terms and Conditions; or

2.3.2 the Member breaches any obligation in these Terms and Conditions.

2.4 Membership of the Club is for personal use and is non-transferable. You may not give your Club Account details to a third-party to use as his/her own.

2.5 Members shall not seek to obtain or assist others to obtain any of the Club’s services by fraudulent means.

2.6 The Board of Directors for Bene Civitas Ltd may elect temporary, life, guest, or honorary members on such terms as they shall consider fit.

3. Voting

3.1 On issues requiring a vote by Club members an email will be sent advising members of the circumstances for the vote. The voting process will be advised at this time.

4. Membership Termination

4.1 Membership will continue unless notice is received by the Secretary in writing to end the membership.

4.2 At least 14 days' notice must be provided by the member to the Secretary.

5. Club Suppliers & Services

5.1 The Club reserves the right to add, remove or amend the services as it sees fit. Should an agreement with one of our partnered suppliers not be renewed for any reason, the agreement may be replaced with a new agreement with another supplier.

5.2 All membership benefits are subject to change. No refunds will be made should any services be changed, amended, or removed during the year where the changes to these services were beyond the control of the Club.

6. Exclusion Policy

6.1 The Club reserves the right not to process a membership application for any member who is found to have provided false information in relation to their circumstances. Members engaging in false representation will have their membership cancelled without notice.

7. Membership Fees

7.1 The membership fee shall be on the sum designated by the Club.

7.2 The Club reserves the right to vary membership fees for different types of services, as the Club shall see fit.

7.3 Membership Fees are non-refundable.

8. Nominees

8.1 Members may nominate others to join the Club.

9. Privacy

9.1 The Club undertakes to take all due care with any information which you provide to us but cannot guarantee the security of such information.

10. Indemnity

10.1 By accessing our services, you agree to indemnity and hold us harmless from all claims, actions, damages, costs, and expenses including legal fees arising from use of our services.

11. Jurisdiction and Dispute Resolution

11.1 The Terms and Conditions of the Club and any associated agreement are to be governed by the laws of the State of Victoria.

11.2 If a dispute arises out of or relating to these Terms and Conditions in the first instance notice should be provided in writing to the Secretary (email: secretary@benecivitas.org.au).

Thereafter all parties should agree to try to settle the dispute on terms which are acceptable to both sides.

After 21 days should the matter of dispute not be settled this matter will then be referred to an arbitrator identified by the Australian Commercial Disputes Centre (ACDC).

Each party shall cover their own costs, fees and charges associated with 11.2.

Contact information

Contact us by email on secretary@bencivitas.org.au if you have any questions.