

# **Staff Social Club and Fitness Centre**

**Operational Policy and Rules of Membership** 

Version	Amended by	Approved by	Date Amended	Date Due for Review
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#### 1. Introduction

The Staff Social Club (SSC) was established in August 1999, following the amalgamation of the Freeman Sports and Social Club, and the SMILE lottery.

The SSC exists with the aim of providing social, cultural and recreational activities, for staff employed by the Newcastle upon Tyne Hospitals NHS Foundation Trust (NUTH), along with other qualifying members. This is to be done through the provision of activities and events and the maintenance of onsite fitness centres.

Membership fees allow eligible staff to access to the SSC events and SMILE Lottery. An additional membership fee is payable for access to the Fitness Centres.

The facilities comprise:

- A social fund, to support a range of subsidised leisure and social activities for members.
  Generally, this is in the form of lottery prizes and subsidised attendance at a range of social
  activities organised by the SSC Manager, under the strategic direction of the Social Club
  Committee.
- Fitness Centres at both Freeman and RVI. The facilities comprise an exercise work area, equipped with a range of cardiovascular and strength training equipment, and changing/shower facilities.

## 2. Operational Structure and Management

The SSC is strategically managed by a Committee of up to 15 elected members who undertake the role on a voluntary basis. Within the Committee are three Designated Posts of Chair, Treasurer and Secretary. These three Designated Posts make up the Governance Sub-Group.



The SSC is operationally managed by the SSC Manager. Operational assistance is also provided by the SSC Administrators, all of whom are paid from members' subscription fees.

The SSC Manager is responsible for managing the day to day demands of the SSC, including the organising of events, the Fitness Centres, SMILE lottery, health and safety, and compliance with policies and procedures. The role of SSC Manager may be performed by an individual employed by the Trust, who may also fulfil other positions within Newcastle Hospitals.

Full information on the management of the SSC is outlined in the Constitution.

## 3. Terms and Conditions of Membership

This section outlines the terms and conditions of membership to the SSC.

#### 3.1 Eligibility

Membership of the SSC is exclusive to staff who meet any of the following criteria:

- Paid substantive employee of The Newcastle upon Tyne Hospitals NHS Foundation Trust
   via salary deduction
- Non-Executive Directors of The Newcastle upon Tyne Hospitals NHS Foundation Trust via salary deduction
- Fixed term employees of The Newcastle upon Tyne Hospitals NHS Foundation Trust via salary deduction
- Staff Bank employees of The Newcastle upon Tyne Hospitals NHS Foundation Trust via Direct Debit/ Pay360
- Locum employees of The Newcastle upon Tyne Hospitals NHS Foundation Trust via Direct Debit/ Pay360
- Employees seconded into or out of The Newcastle upon Tyne Hospitals NHS Foundation Trust via salary deduction or direct debit where salary is not paid directly by The Newcastle upon Tyne Hospitals NHS Foundation Trust.
- Employees who are paid directly by The Newcastle upon Tyne Hospitals NHS Foundation Trust but salary is funded elsewhere via salary deduction

Anyone who no longer meets the eligibility criteria above, will automatically have their membership cancelled and where email contact details are held, will be notified.

## 3.2 Applications

Any individual wishing to become a member of the SSC and/or Fitness Centre must follow the appropriate application process and submit a completed application form to the SSC. Applications with missing information will not be processed.

Those who are required to pay via direct debit will need to submit an application form, direct debit mandate and memo via post as a 'wet' signature is required.

Individuals wishing to join must do so themselves. Applications cannot be made by a third party. Staff who return to the Trust under the 'Flexible Retirement' arrangement will be required to reapply for membership if they wish to continue. This is due to a new payroll number being issued at time of return.

The Committee reserve the right to reject any application for membership and will provide an explanation for rejection.

#### 3.3 Cancellations

Any individual wishing to cancel their membership of the SSC and/or Fitness Centre must follow the appropriate cancellation process and submit a completed cancellation form to the SSC. Cancellation of membership requests with missing information will not be processed.

Cancellations will only be processed for those who have exceeded the minimum membership lengths outlined in 3.4 unless they are leaving the Trust.

Members due to leave employment of the Trust must submit a cancelation form prior to their last working day within the Trust.

Members who cancel their direct debit directly with their bank with no prior notice to the SSC will result in the immediate termination of their Membership and access to the Fitness Centre if applicable. This may also result in unpaid for tickets/vouchers/places for events, being reallocated.

The Committee reserves the right to terminate the Staff Social Club membership of any individual found to be in breach of Trust policy and/or the SSC regulations.

#### 3.4 Minimum Membership Length

The Membership to the Staff Social Club is expected to be for a minimum of 12 months and membership to the Fitness Centres is expected to be for a minimum of 3 month

SSC Only: 12 monthsFitness Centre: 3 months

## 3.5 Fees & Payments

Membership of the SSC costs £2 per month. This entitles members access to all events and offers and the opportunity to opt in to the monthly lottery draw as well as any other ad hoc prize draws. For an additional 50p per entry (to be added in multiples of 2). Members can have up to 12 lottery entries.

Members have the right to opt out of the lottery if they wish. For those members who choose not to participate in the SMILE Lottery, their membership fee will go directly into the SSC funds.

Membership of the Fitness Centres costs an additional £10 per month on top of the SSC membership fees. This fee entitles members to use both Fitness Centres. Membership fees are not discounted where a member chooses to only use one.

The SSC Committee reserves the right to review and amend the membership fee at any time and will provide members with due notice of this change.

For staff who are paid via the Trust payroll, membership fees are collected directly via their monthly salary. For other staff, who are eligible for membership but not paid via the Trust payroll, and for staff bank members, payment must be made via a scheduled payment set up directly with SSC on the Trusts Pay360 system for a minimum of 3 months. The Committee reserve the right to introduce alternative payment options on an individual case basis.

Members failing to pay their membership fees without prior notice or arrangement will have their membership revoked with immediate effect.

All payments are reconciled on a monthly basis. In instances where payment requested has not been made, the SSC will investigate, resolve and inform the member of the outcome and any action.

#### 3.6 General

Membership and access to the benefits of the SSC are not transferable to any other person.

Fitness Centres are an additional benefit offered to staff by the SSC and membership is not an entitlement as an employee of the Trust. Therefore, it is a condition of membership to the Fitness Centre to also be an SSC Member.

In addition to the rules specified by the SSC, members are expected to comply with the general standards of behaviour outlined in the policies of the Newcastle upon Tyne Hospitals NHS Foundation Trust and failure to do so may result in the Trust's disciplinary procedure being instigated.

## 4. Terms and Conditions of Events

This section outlines the terms and conditions of SSC events.

#### 4.1 Subsidies

Events arranged by the SSC are subsidised using membership fees. The Committee have agreed a sliding scale which determines the amount of discount given. This will be reviewed in line with the operational policy review, every 3 years.

The sliding scale is outlined below:

	Discount
Band £0 - £99	50% discount on 1 ticket
Band EU - E99	10% discount on 2 tickets
Band £100 - £199	40% discount on 1 ticket
Band £100 - £199	10% discount on 1 ticket
Band £200 - £299	30% discount on 1 ticket
Band £200 - £299	No additional discount
Band £300 - £499	20% discount on 1 ticket
Band £300 - £499	No additional discount
Band £500+	Agreed by Committee on an ad hoc basis

All subsidies applied to events will be clearly advertised on both the event booking form and the SSC webpages.

Where there are adult and child prices for an event, the discount will be applied to the highest priced tickets/vouchers, giving staff the biggest savings possible.

#### 4.2 Applications

All bookings must be made via the online SSC system by the named member. Members can only send an application via their home email address as long as the Staff Social Club have been notified of this via their work email address prior to the application being made. Applications can also be made via post for those who do not have access to a PC. A 'wet' signature would be required.

Bookings cannot be accepted in any other form, except in exceptional circumstances following discussion and agreement with the Committee or the SSC Manager.

Bookings with missing information will not be processed.

If a member has booked tickets as part of a group, we will always endeavour to seat the group together to the best of our ability. If this is not possible because of the seats we are allocated by the Venue, we reserve the right to split large groups and will contact the members if this is the case.

It is member's responsibility to clearly state on the booking form if they wish to be seated with another member(s). Failure to do so could result in the member not being seated with their group.

Under no circumstances can a member apply for an event on someone else's behalf. It is not permitted to send an electronically filled in form for a friend or colleague.

You will receive a confirmation email to notify whether you have been successful or not in being allocated a ticket/place for an event. Events are allocated on a first come first served basis of booking forms being received. 10% of tickets/vouchers/places are held for postal entries.

You will find out whether you were successful or not within 5 office working days from the date of your application.

All tickets/vouchers/places are allocated on a first come, first served basis. Tickets cannot be held or booked prior to the release date.

#### 4.3 Cancellations

If a member can no longer attend an event, in the first instance, they must contact the SSC.

If it is more than 28 days to the event, the SSC will try and reallocate their ticket/voucher/place and if successful the member will be provided with a full refund. Refunds will be made to the members salary; normally this will be no more than one month later. If the SSC are unable to refund via salary, they will arrange for the member to collect the refund from cashiers.

If it is less than 28 days to the event, the SSC are not able to reallocate the ticket/voucher/place and the member will be responsible for the cost of the ticket/event.

However, if the member wishes to resell their ticket, privately, they must seek permission from the SSC. If permission is granted to resell privately the member must not make a profit and can only sell for the price for which they purchased them for. Only ticketed events can be resold privately if agreed by the Staff Social Club. No trips or non-ticketed events can be resold outside of the Staff Social Club.

The SSC has no obligation to reallocate ticket(s)/place(s).

It is the responsibility of the member to ensure they use the voucher within the validity period. If the validity period is curtailed by the voucher provider, the SSC will negotiate with the voucher provider to extend the validity period for all members.

## 4.4 Payments

It is the member's responsibility to ensure that the correct deductions are taken from their salary. The payments detailed on the summary page and in their booking confirmation email are taken once the application is returned and accepted; normally this will be no more than one month later.

If the deduction from the member's salary is different from the value detailed on the summary page and in the booking confirmation email, the SSC must be notified immediately via email. If the deduction was incorrect, a correction will be made as soon as possible.

All payments are reconciled on a monthly basis. In instances where payment requested has not been made, the SSC will investigate, resolve and inform the member.

The Committee have agreed a sliding scale which determines the maximum amount of months a member can pay for an event over depending on the price per ticket/voucher/place. This will be reviewed in line with the operational policy review, every 3 years.

The sliding scale is outlined below:

	Number of Months
Band £0 - £99	1
Band £100 - £199	2
Band £200 - £299	3
Band £300 - £499	4
Band £500+	Agreed by Committee on an ad hoc basis

#### 4.5 Collections

Most event ticket/vouchers will be sent digitally via email to members. It is members responsibility to ensure that their email address contact on their membership is up to date.

Although it is rare, if the event requires a ticket, you will be notified on your confirmation email when and where you will be able to collect this from including days and times. The time it takes for tickets to be available for collection may vary.

If you are not able to collect your tickets at the specified times, a colleague can collect on your behalf as long as they have their ID with them and are willing to sign for them. There may be an option to have tickets posted out to you, this will be detailed when booking.

Please note that it is your responsibility to pick up your tickets prior to the event and once the tickets are delivered to the site of your choice, they cannot be moved to a different one.

It is at the discretion of the Committee and SSC Manager to change or determine collection points and dates tickets/vouchers will be sent out to you for certain events.

#### 4.6 Lost Tickets/Vouchers

If a member loses a ticket for an event, refunds and/or replacement tickets/vouchers cannot be given.

#### 4.7 General

Tickets are expected to be used by SSC Members for their own personal use however can be gifted to friends and family.

All minors must be accompanied by a fee-paying adult. On certain events it may be necessary impose an age limit. This will be clearly advertised.

Members must not share their username and password for the computer to allow people to apply on their behalf as this breaches the Trust IT Security policy and could result in formal action being taken. If a member is sending a postal application on behalf of another member, please remember that they must have filled it in and signed it themselves. Members or colleagues must not sign their signature as this would be considered to be fraudulent.

Insurance is not provided with any of the SSC events or trips. We recommend that all members seek and purchase their own personal insurance to cover them when attending our events. All suppliers carry their own public liability insurance and risk assessments will be carried out by either the supplier or Staff Social Club, depending on which is appropriate.

#### 5. Terms and Conditions to use Fitness Centres

This section outlines the terms and conditions of Fitness Centres.

#### 5.1 Access

The Fitness Centres will be open at the stated times on the Staff Social Club website, unless closed for essential maintenance/cleaning. Access is via the Trust's 'Swipe' system, using the member's staff ID badge. Access is only granted following attendance and completion of an induction session which can be arranged via the Staff Social Club. Usage of the Fitness Centres is monitored through the swipe access system. Data from the swipe access system may also be used in the process of an incident investigation.

Access is strictly limited to approved Fitness Centre members, with indemnity for use provided on the basis of their employment within the Trust (or other agreed local arrangements) and membership of the Fitness Centre.

Anyone who permits access to a non-member may have their membership revoked.

The Committee shall be entitled, without prior notice, to vary the times at which the Fitness Centres are open. Furthermore, individual facilities may become unavailable to users as a consequence of necessary repairs, alteration, or maintenance. Under such circumstances, members are not entitled to claim any refund of the membership fees.

## 5.2 Safety

Before any member of the SSC can join the Fitness Centres, they must complete a health fitness declaration, undertake an induction on how to the use of the equipment, and be advised about appropriate dress. A disclaimer must be signed and returned to the SSC Administrator.

It is not permitted to use the Fitness Centres facilities whilst under the influence of alcohol or drugs.

Members are required to dress in a manner appropriate for exercising in the Fitness Centres. Members must wear clean and appropriate footwear, with non-slip soles, at all times, when

exercising in the Fitness Centres. The Trust Infection Control policy with relation to the wearing of theatre scrubs or gowns will be strictly enforced and any member found wearing these articles will be managed in line with the Trust Policy.

All members must vacate the Fitness Centres immediately on sounding of the fire alarm in accordance with the Trust's Fire Procedure.

In the interests of safety, running is not permitted in the exercise area, except on designated equipment.

Members are forbidden to bring food and drink (except in sealed containers) onto the premises.

## 5.3 Usage

In addition to the General Terms and Conditions of Membership which apply to the SSC, individual members who also wish to be Fitness Centre members must accept and be bound by the Rules of Usage of the Fitness Centres. The purpose of the rules is to ensure, at all times, the safety, and enjoyment, of all Fitness Centre users.

#### 5.4 General

Members must inform the SSC if there are any difficulties with access to the Fitness Centres as soon as possible. Where there has been an issue with access and the SSC have not been informed, no refund will be given for the period of time that the member was unable to access the Centres. When existing members have a new ID badge issued it should be noted that access to the Fitness Centres is not always transferred. It is advisable that members in this situation inform the SSC as soon as a new badge is issued to confirm that this access is transferred.

Members are strongly advised not to bring money or valuables into the Fitness Centres. The SSC and Trust do not accept responsibility for the loss of such items. Lockers are provided within the Fitness Centres for use by members while in the Fitness Centres only. Any items found to be left in lockers or elsewhere within the Fitness Centre when the member is not in the Fitness Centres will be removed and disposed of.

The SSC, as part of The Newcastle upon Tyne Hospitals NHS Foundation Trust does not accept liability for any accident, injury or misadventure connected with the Fitness Centres. All users are required to ensure that their health and physical condition is such as not to involve any risk to him/herself or any other person using the Fitness Centres facilities. The Committee reserves the right to require the withdrawal from the facility of any person whom it may be considered constitutes a risk.

## 6. Discipline

The SSC reserves the right to apply sanctions against individuals where the SSC reasonably believes that the rules of usage and/or terms and conditions of membership, as laid out in this policy have been breached.

In addition, the Trust's Disciplinary Policy must be adhered at all times and disciplinary action may be taken against any SSC member who contravenes the SSC rules of usage and/or terms and conditions of membership, as laid out in this policy. Incidents/breaches which the SSC believe breach Trust policy and/or indicate possible fraud/misleading behaviour, will be reported to HR to investigate further.

#### **6.1 Disciplinary Procedure**

The following process will be followed to ensure that all incidents/breaches of the policy are investigated and dealt with in a fair and consistent way.

All reported incidents should be brought to the attention of the Governance Sub-Group who will inform the Committee at the next committee meeting. Initial investigations will be carried out by the SSC Manager who will gather information into a timeline document to be shared with the Governance Sub-Group. The Governance Sub-Group can, should they wish, call upon the committee or external advice as deemed necessary from professional advisors/consultants, such as but not limited to, NHS Counter Fraud Team or the Police.

The Governance Sub-Group will determine the action to be taken which can include:

- Verbal warning
- Written warning
- Cancellation of Membership to SSC and/or Fitness Centres with immediate effect (in some cases pending investigation)

Where a membership is cancelled, the member will receive written notification from the SSC Chairperson/Secretary clearly explaining why this decision has been taken and advising of their right to appeal as outlined in 6.2.

#### **6.2 Appeal Procedure**

Members have a right to appeal a decision made by the Governance Sub- Group or Committee regarding their membership and any associated events. This will be made clear to members in any correspondence sent to them regarding the decision which has been made.

Members wishing to appeal must provide a written appeal via email or letter including a statement as to their version of events, what their intentions were and why the decision should be overturned.

Upon receipt, the SSC Manager will update the timeline document and convene an informal extraordinary meeting of the Committee which the member(s) will be invited to attend to state their case to a quorate panel from a selection of the committee. A minimum of three weeks' notice from the time of cancellation will be given for the meeting, and the member(s) will be informed of the date in writing. Should the member(s) not wish to attend, the meeting will still go ahead and the previously submitted statement will be considered and discussed.

The panel's decision will be final and reached by vote. This will be a majority vote with the Chairperson having a casting vote. There will be no further right of appeal once the Committee decision is reached.

Once a decision has been made, the member will be notified in writing of the decision by the panel chairperson. Where a decision has been overturned, membership will be reinstated within 24 hours of the member being notified.

## 7. Data Protection and Information Governance

A computerised membership record will be maintained via the SSC System. This information will be kept confidential and secure and will be used solely for the purpose of maintaining an accurate record

of membership, activities, and other administrative functions. We will not keep your personal information for longer than is necessary for our purposes.

The SSC abides by and works within both the Data Protection Act 2018 and the Trust's Information Governance Policy. The SSC as the data controller, will process your data in accordance with your rights under the Data Protection Act 2018.

The information collected includes, but is not limited to:

- Name
- Payroll/Assignment Number
- Contact details including telephone numbers and email addresses
- Work location
- Date of Fitness Centre Inductions
- Methods of payment
- Information regarding Events and Lottery
- Fitness Centre membership

The information which collected may be used to allow, but not limited to:

- Monitor membership levels and activities
- Undertake statistical analysis relating to any aspect of the SSC
- Produce and distribute marketing materials directly related to the SSC or other selected partners
- Make accurate financial decisions relating to the running and future of the SSC
- Carry out legal functions
- Support the Trust in any formal investigations

No personal information will be disclosed to any external, non-Trust organisation without first gaining prior consent. We may however release non-personal data or analysis to third parties. This may include numbers of members, percentage increase in members over a certain time frame and method of communication.

You can amend data held about yourself by emailing the SSC inbox. If you wish to view the data held about yourself, please contact the SSC inbox. Contact details can be found in section 11.

To send mass emails to our members, the SSC use NHS mail. The SSC reserve the right to use other online mail services. All members have the right to opt out of this service however be aware that this means you will not receive regular updates and special offers from the SSC.

## 8. Security

The SSC has appropriate technical and organisational measures in place to prevent the unauthorised or unlawful processing of your personal information, and accidental loss, destruction or damage to your personal information.

Security issues are of major importance, and particular consideration is given to:

- Fire In accordance with the fire regulations which apply to The Newcastle upon Tyne Hospitals NHS Foundation Trust.
- Theft Instances will be reported through the Trust's Security Incident Reporting Process, with initial investigation by the Committee of the SSC.

- Personal attack In order to minimise such risks, access to the Fitness Centre is not recommended if there are less than two people present in the area. Anyone who chooses to exercise alone does so at their own risk.
- CCTV CCTV is in place in the centre to enable the entrance to be closely monitored. CCTV
  footage is held by the Trust security staff and the SSC is in line with Trust policy regarding use
  and retention of CCTV Data.

#### 9. Maintenance

A maintenance contract has been agreed with the developers of the SSC system and the suppliers of all Fitness Centre Equipment. Maintenance arrangements, with regard to other equipment and the estate, are being undertaken in collaboration with the Trust's Estates Department.

The Trust's domestic staff maintain the cleanliness of the Fitness Centres to the Trust standard. However, it is each member's responsibility to ensure that the Centres are kept in a generally clean and tidy condition, and that they return equipment to the correct storage area and remove any personal items at the end of their session. Members must also wipe up spillages for which they have been responsible.

The Staff Social Club will monitor equipment weekly for faults and cleanliness. Members still have a responsibility to make the Committee aware of any issues.

Hotel Services will ensure that a deep clean is carried out in the Fitness Centres each month for which the Staff Social Club will be responsible for payment.

Should members experience any issues or problems with the above, they should report them directly to the Staff Social Club.

## 10. Liability

The SSC and Newcastle upon Tyne Hospitals NHS Foundation Trust does not provide liability insurance for the protection of individuals, groups, spectators or other who may participate in any Staff Social Club activities, events or related happenings.

In consideration for your participation in any SSC activities, events or related happenings, the individual, group, spectator or other does, as a condition of membership and participation, hereby release and forever discharge the SSC and Newcastle upon Tyne Hospitals NHS Foundation Trust, and its officers, board, and employers, jointly and severally from any and all actions, causes of actions, claims and demands for, upon or by reason of any damage, loss or injury, which hereafter may be sustained by participating in any SSC activities, events or related happenings.

The information given by the SSC Administrator has been developed to give you general overview of information extracted from different sources regarding any SSC activities, events or related happenings. This does not constitute endorsement. It remains the members' responsibility to make suitable choices. The SSC Administrator cannot accept any responsibility or liability.

#### 11. Contact Details

Should any member or potential member wish to contact the Staff Social Club, please find the relevant details below:

Tel: 0191 282 4047

Email: <u>nuth.staffsocialclub@nhs.net</u>