

## Terms and Conditions

These terms and conditions apply to all facilities under the operation of Aberdeen Sports Village Ltd, who reserve the right to amend or replace these terms and conditions at any time and without prior notice

### Part 1: General

- 1.1 ASV Ltd reserve the right to make alterations or carry out essential repairs or maintenance without prior notice, although every consideration will be made to minimise inconvenience
- 1.2 ASV Ltd's liability for damage to or loss (including theft) of users' property, including theft or loss of items from lockers, is strictly limited to damage or loss suffered as a result of the negligence of ASV Ltd, its staff or agents
- 1.3 ASV Ltd will not accept any liability for any accident or injury (including fatality) to any user that may occur on premises owned or operated by ASV Ltd other than liability which may arise from the negligence of ASV Ltd, its staff or agents
- 1.4 All users must dress appropriately for the activities in which they are participating
- 1.5 All exercise carries risk, and by taking part in exercise within our facilities you accept this risk. If you are not sure whether you should exercise, you should seek medical advice first
- 1.6 ASV Ltd reserves the right to refuse entry at all times and to terminate memberships with immediate effect:
  - a. If you commit a serious or repeated breach of these terms and conditions
  - b. If, in our reasonable opinion, your behaviour is likely to endanger other users, staff or visitors, or to adversely affect the reputation of Aberdeen Sports Village Ltd
  - c. If any amounts you owe us remain unpaid 30 days after the due date
  - d. If, at the time of a membership or booking application, you knowingly provide us with details that prove to be false and that those details reasonably affected our decision to grant you access
- 1.7 The use of cameras or any other recording equipment, including mobile phones, is strictly prohibited anywhere within facilities operated by ASV Ltd unless written permission has been obtained from ASV Ltd management
- 1.8 No individual may carry out paid teaching, education or coaching activities on the premises without the express, prior permission of the ASV Management Team
- 1.9 The use of private or personal electronic equipment on the premises is not permitted without the express, prior permission of the ASV Management Team
- 1.10 Changing rooms are provided and should be used at all times. Bags and other personal belongings are not permitted in activity areas
- 1.11 Any accidents/injuries or breakages/damages should be reported immediately to a member of Aberdeen Sports Village staff
- 1.12 ASV Ltd collects and processes personal information about users and potential users for administration of memberships and facility bookings, health and safety reasons, to provide services and to provide information on forthcoming services and activities. ASV Ltd shall process such information in accordance with the Data Protection Act 1998

### Part 2: Children

- 2.1 Children under the age of 16 years must be accompanied by an adult at all times unless taking part in an organised children's activity
- 2.2 No one under the age of 16 is permitted to use the Energy Zone unless as part of an agreed, organised activity or coaching session
- 2.3 In the swimming pool, children under the age of four must be accompanied by an adult on a one-to-one basis. Children aged four to fifteen must be accompanied on a maximum of two-to-one basis
- 2.4 Children under 8 years of age should be taken into an 'opposite sex' changing area when there is no other responsible adult to take them into a 'same sex' changing area
- 2.5 Children 8 years and over must not be taken into an 'opposite sex' changing area
- 2.6 Only those aged 16 and over may participate in adult exercise classes

### Part 3: Facility Bookings

- 3.1 For all one-off bookings members may book facilities up to 7 days in advance. Non-members may book up to 3 days in advance
- 3.2 With the exception of groups that ASV Ltd will invoice for bookings, you will be required to pay for any booking made at the time of booking. Until the booking is paid for, the space will still be available for booking by others. Once a booking has been made and paid for, you cannot get a refund unless ASV Ltd cancel the activity
- 3.3 In exceptional circumstances, ASV Ltd may offer groups the facility to pay for bookings by invoice. Users who are to be invoiced will be sent the invoice no later than 28 days following the booking and invoices should be paid within 14 days of receipt
- 3.4 For those groups who will be invoiced for payment, the following cancellation policy will apply to all confirmed bookings, except those who have agreed a minimum 32 week block booking or where the booking is cancelled by ASV Ltd:
  - a. Cancellation within 24 hours of the booking: 50% charge (100% for full day or special event bookings)
  - b. Cancellation within 14 days of the booking: 25% charge (50% for full day or special event bookings)
- 3.5 For those groups who have agreed a minimum 32 week block booking, the following cancellation policy will apply to all confirmed bookings except where the booking is cancelled by ASV Ltd:
  - a. No cancellations within 32 session booking
  - b. Any cancellation after 32 sessions, above cancellation policy (3.4) applies
- 3.6 Any applicable discounts will only be provided if eligibility of entitlement is provided. For discounts to apply to bookings, the majority of users of the booking must be eligible for the discounted category and proof of entitlement must be provided
- 3.7 Set up and take down time is included in the time of all bookings.

### Part 4: Racket Sports (including table tennis)

- 4.1 A maximum of one court can be booked at any one time for a maximum of 2 consecutive sessions
- 4.2 A maximum of four people can use any one badminton or tennis court, or table tennis table, at any one time
- 4.3 A maximum of two people can use any one squash court at any one time
- 4.4 All bookings must be paid for at the time the booking is made
- 4.5 Court bookings may be made up to a maximum of 7 days in advance by members and 3 days in advance by non-members

## Part 5: Group Exercise Classes

- 5.1 A limit is placed on the number of participants in each class – this will vary depending on the type of class and the space available
- 5.2 Health & Fitness members may book classes, to which their membership entitles them free access, up to 5 days in advance. All other users may book classes 2 days in advance.
- 5.3 The admission of late comers to any class is at the sole discretion of the instructor of the class

## Part 6: Memberships

- 6.1 Your membership will begin on the start date on your membership application form, and following the payment of any initial fee required
- 6.2 For those paying by Direct Debit, you may need to pay part of the monthly fee for the month your membership starts in, from the day it starts. This is called a 'pro-rata' payment
- 6.3 If your membership starts after the 15<sup>th</sup> day of the month, on joining you will need to pay the next month's fee, as well as the pro-rata payment, to allow us time to set up your Direct Debit.
- 6.4 Proof of age, address or other personal details may be required at the time of joining
- 6.5 Your membership is personal to you and is non transferable
- 6.6 Membership cards remain the property of ASV Ltd and all members will be required to show cards on each and every visit. Should your card be lost or stolen there may be a charge of £5 levied to fund a replacement
- 6.7 For all membership types, you join for an initial period of 3 months. Thereafter, you can cancel your membership at any time by giving one full calendar month notice in writing
- 6.8 All pre paid memberships are non-refundable
- 6.9 Any requests to freeze a membership should be made in writing and will be considered on an individual basis and at the sole discretion of the General Manager. At least one full calendar month notice will be required, and requests may only be made to freeze for full calendar months, and for a minimum of 3 months
- 6.10 If you wish to 'upgrade' your membership you may request this at any time, and upon payment of the relevant fees. You will enter into a new 3 month contract as above on the day your upgrade becomes effective.
- 6.11 If you wish to 'downgrade' your membership, this request can be made at any time following the initial 3 month period of your contract. You will enter into a new 3 month contract as above on the day your downgrade becomes effective.
- 6.12 No 'downgrading' of prepaid memberships will be permitted
- 6.13 ASV Ltd reserves the right to review and alter membership prices. All members will be given one month notice, in writing, of any upwards change in the cost of their membership fees
- 6.14 Health & Fitness off peak hours are 0830-1630 Monday to Friday and all day at weekends. Monday to Friday, all off peak members must have entered the facility by 1600 and have vacated the facility by 1645
- 6.15 Off-peak members are entitled to use facilities during peak times upon payment of the appropriate fee
- 6.16 Anyone taking out an athletics membership is required to undergo an induction before use of the athletics areas. At certain times, access to these areas may be restricted
- 6.17 Anyone taking out a Health & Fitness membership is required to undergo an induction, or complete a self declaration of competency, before use of the Energy Zone
- 6.18 An induction or accreditation must be undertaken before use of the free weights area within the Energy Zone
- 6.19 Swim membership is based at the King's Pavilion, and access may be restricted at certain times. Weekly timetables will be available on our website
- 6.20 Should we be unable to collect a Direct Debit payment from your account, for whatever reason, your membership will be suspended until all fees due have been paid. While your membership is suspended we may continue to attempt to take Direct Debit payments from your account, including any outstanding fees.
- 6.21 Should you, on 3 or more occasions, book a facility or exercise class and not show up for your booking, your membership will be suspended for a period of 7 days, during which time any payments due will continue to be collected
- 6.22 You must inform us straight away if your contact or bank details change in any way

## Part 7: Inductions

- 7.1 An induction is required by all users wishing to use the athletics areas. No access will be granted unless this has been undertaken
- 7.2 An induction, or completion of a self declaration of competency, is required by all users wishing to use the Energy Zone.
- 7.3 An induction or accreditation must be undertaken before use of the free weights area within the Energy Zone

## Part 8: Facility Regulations

- 8.1 Clean, indoor, light-coloured, non-marking footwear must be worn at all times whilst using the Sports Hall, Squash Courts, and Studios
- 8.2 Any equipment used within the facilities must be appropriate for purpose. Any balls or equipment used in indoor facilities, or synthetic surfaces, must be clean and dry
- 8.3 No studded footwear of any type should be worn on any of the external synthetic pitches – only training shoes or 'astro' shoes are acceptable
- 8.4 Only standard running shoes or spikes (maximum 6mm) are permitted whilst using both the internal and external athletics areas
- 8.5 Only appropriate footwear with either moulded studs (no blades) or 'astro' shoes are permitted whilst using the indoor pitch
- 8.6 Appropriate clothing should be worn at all times when participating in activities within our facilities. No bare torsos are permitted
- 8.7 No food should be taken into any activity area. Only plastic bottles with a lid or cap that can be resealed are permitted
- 8.8 No chewing gum is permitted anywhere within facilities owned or operated by ASV Ltd
- 8.9 Parking facilities are available for use of ASV patrons only whilst utilising the facilities
- 8.10 In the café area you may only eat food and drink we provide, unless we allow you to eat your own food for medical reasons