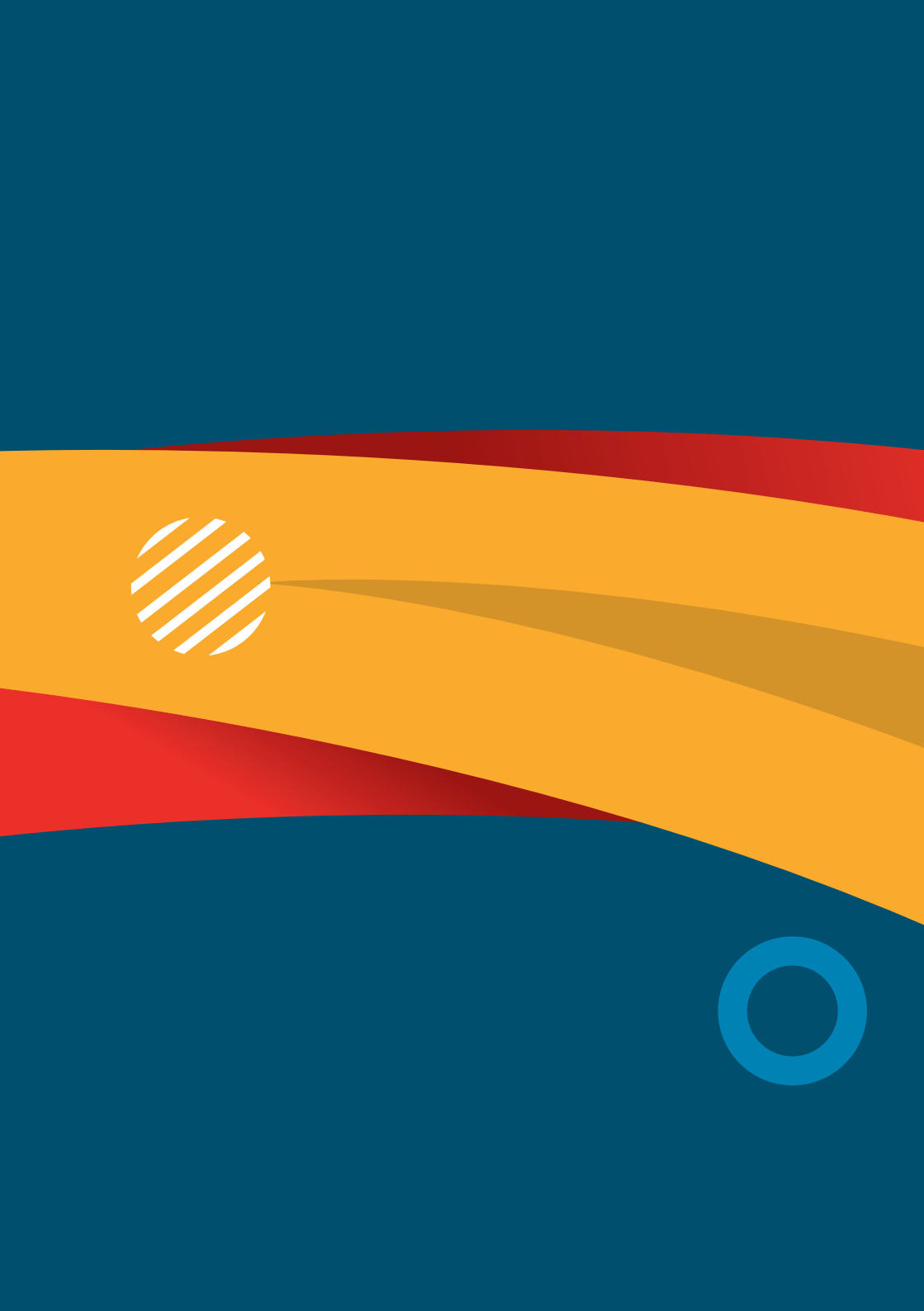




Your lifestyle. One village.

Terms and Conditions





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

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Part 1: General

- 1.1** ASV reserves the right to make alterations or carry out essential repairs or maintenance without prior notice, although every consideration will be made to minimise inconvenience. For planned, major refurbishment, users will be provided with a minimum of one month's notice.
- 1.2** ASV is recognised as a premier sporting facility and may be requested to host international, national and local events. Whilst hosting such events, access to the facility will be limited to accommodate them. ASV users / members will be given prior notice.
- 1.3** 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.
- 1.4** ASV 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 unacceptable, likely to endanger other users, staff or visitors, or to adversely affect the reputation of ASV.
 - 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.
- 1.5** No individual may carry out paid teaching, education or coaching activities on the premises without the express, prior permission of ASV.
- 1.6** Non-member and pay as you play (PAYP) access is subject to availability and may be restricted at certain times.

Part 2: Bookings

- 2.1** For all one-off bookings members may book facilities up to 8 days in advance. Non-members may book up to 3 days in advance.
- 2.2** You will be required to pay in advance for any booking/activity. Once a booking/activity has been made and paid for it is then non-refundable unless ASV cancels the booking. Until the booking is paid for, the space will still be available for booking by others.
- 2.3** ASV may offer groups facility hire by invoice payment. Those who have an invoicing account will be sent an invoice no later than one calendar month following the booking and invoices should be paid within 14 days of receipt. For those making adhoc bookings with invoicing payment, these must also be paid within 14 days of receipt, unless the booking is within 14 days, in which case payment will be required prior to the booking.
- 2.4** For those groups who will be invoiced for payment, the following cancellation policy will apply to all confirmed bookings.
- a. 75% cancellation fee - if cancelled on day of the booking.
 - b. 50% cancellation fee - if cancelled on day prior to the booking.
 - c. 25% cancellation fee - if cancelled within 14 days of booking but outwith 2.4a and 2.4b.
- Cancellation fees may vary for full day and event bookings.
- 2.5** 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 at the beginning of every session.
- 2.6** Any set up and take down of equipment must be completed within your booked time slot.



Part 3: Training Course Bookings

- 3.1** Applications will only be accepted with the payment required at time of booking. Any deposits are non-refundable.
- 3.2** If your course requires you to have a particular qualification, you must provide proof of that qualification when enrolling.
- 3.3** ASV has the right to cancel the course with 2 weeks' notice; in this case the attendee has the option to receive a full refund on return of all course material, or transfer to a later course.
- 3.4** For each course, full attendance is required unless a medical certificate is produced. In this case the attendee may transfer to a later course to complete any remaining hours.
- 3.5** Failure to attend your allocated course will result in you losing your full course fee, space, and right to attend any alternative course.
- 3.6** Transfer and cancellation requests received by ASV prior to the start of the advertised course start date will incur an administration charge of £30, subject to course availability. Transfer requests must be submitted a minimum of 3 weeks before the course start date.



Part 4: Memberships – General

- 4.1** Your membership will begin on the start date on your membership application form and following the payment of any initial fee required.
- 4.2** You are entitled to use the facilities under your category of membership as advised at the time of purchase.
- 4.3** ASV reserves the right to review and alter membership prices and categories.
- 4.4** Proof of age, address or other personal details may be required at the time of joining.
- 4.5** Please refer to the Facility Guide for off-peak and peak usage.
- 4.6** Off-peak members are entitled to use facilities during peak times upon payment of the appropriate fee and subject to availability.
- 4.7** At times, access to certain areas may be restricted for members and other users. Membership prices reflect this.
- 4.8** 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.
- 4.9** You must inform us straight away if your contact or bank details change in any way.
- 4.10** Membership cards are issued when you join and will remain the property of ASV. All members will be required to present their card on each and every visit. Members are allowed a maximum of one entry per month should they have forgotten their card. Should your card be lost, stolen or become damaged outwith normal wear and tear there will be a charge of £5 for a replacement.
- 4.11** Your membership is personal to you and is non-transferable. You must not lend your membership card to another person. To protect all members we may ask to see another form of identification before you are allowed entry.
- 4.12** If another person uses your membership card we have the right to end your membership or impose a suspension to your membership for 7 days, during which time any payments due will continue to be collected. Card sharing will also result in membership suspension; this includes using your membership card to check in a guest at our kiosks, or passing them through our entrance gates.

Part 5: Direct Debit Memberships

- 5.1** 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. All Direct Debit members will be given 1 month notice in writing of any change in the cost of their membership fees.
- 5.2** If your membership starts after the 15th 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.
- 5.3** All contract memberships will require that you see out the contract length in full. For example if you have a 1, 3 or 12 month contract you will be required to make 1, 3 or 12 full Direct Debit payments.
- 5.4** For all membership types there is a 1 month notice period required prior to your next Direct Debit for cancellation of membership in accordance with section 7.
- 5.5** If you wish to 'upgrade' your membership you may request this at any time and upon payment of the relevant fees.
- 5.6** If you wish to 'downgrade' your membership, this request can be made at any time following your initial Direct Debit payment. At least one full calendar month's notice will be required.
- 5.7** 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. ASV reserves the right to charge an administration fee for uncollected payments and this may be added to the subsequent Direct Debit. If you cancel your Direct Debit mandate directly with your bank, your membership will be cancelled immediately. Membership fees due for any notice period will still be applied.
- 5.8** Continuous Direct Debit Aquatics Programme and Tots to Teens lessons will operate on a continuous basis all year round (for a minimum of 45 weeks per year) with lessons paid for by Direct Debit payments. In addition Aquatics Programme members are entitled to free swimming.

Part 6: Pre-Paid Memberships

- 6.1** All pre-paid memberships are non-refundable.
- 6.2** No 'downgrading' of pre-paid memberships will be permitted. Upgrading a pre-paid membership will start the full membership term again from the date of upgrade.

Part 7: Membership Cancellations

7.1 Subject to clause 7.4, you can cancel at any time after your first Direct Debit payment, by providing a minimum of 1 calendar month notice in writing prior to the next Direct Debit payment date. However, if you are in a contract membership, cancellation cannot be applied until the end of your initial term.

Our cancellation request form can be found on the ASV website.

7.2 We do not accept notice about a membership cancellation verbally (whether over the phone, in person or through a third party). We will accept a cancellation request through our website Contact Us form, or via an email.

7.3 It is your responsibility to ensure that ASV has received your cancellation request. ASV will accept no liability for items lost in the mail or undelivered emails.

7.4 If your membership comes with a contract length, no cancellation will take effect until the expiry of that contract term, notwithstanding the date on which the notice of cancellation was delivered to ASV.

7.5 We may also cancel your membership if:

- a. If you breach or repeatedly breach the terms of this membership agreement and/or the rules as per the Facility Guide, and you do not remedy such breach within 7 days of us writing to you about it.
- b. If, with your knowledge or permission, another person uses your membership card to use the ASV facilities.
- c. If we receive any complaint about your behaviour at ASV or if you persistently behave inappropriately.

Part 8: Membership Freeze

8.1 Membership freeze does not apply to any Direct Debit memberships associated with;

- Aquatics Programmes (including Performance Swimming)
- ASV Kids

However medical freezes will be considered at the discretion of ASV.

8.2 You may wish to place your membership on hold due to illness or extended absence from the facility. Request to do so must be done in writing. At least 2 weeks' notice will be required.

8.3 You can request to freeze your ASV membership with a minimum of 2 weeks' notice prior to your next Direct Debit. Your membership can be suspended for a minimum period of 1 month to a maximum of 6 months. An administration fee of £5 will be applied.

- 8.4** Medical freezes are free of charge, however a valid doctor's note must be provided and reviewed by ASV management on an ad hoc basis.
- 8.5** You will not be permitted to use the facilities (not including café) within this suspension period and early entry back into ASV will require membership fees to be re-instated in the form of a pro-rata payment.
- 8.6** Requests for any changes or cancellations can only be applied to a live membership. ASV will not cancel or amend any membership during a suspension period.

Part 9: Auto Renewal

- 9.1** On expiry of the initial term of your membership, your membership will automatically continue but will not be subject to any minimum term and ASV will automatically continue collecting the Direct Debit payment amount applicable to your membership offer every month. ASV reserve the right to amend the monthly fee applicable to your membership, by giving you at least 1 month notice. If you wish to cancel your membership at any time, the standard ASV membership cancellation policy will apply, see Part 7 for further details.

Part 10: Inductions

- 10.1** An Induction or completion of a self-declaration of competency is required by all users wishing to use the gym and athletics areas of ASV.
- 10.2** An Induction or accreditation must be undertaken before use of the free weights areas within the gym and athletics areas of ASV.

Part 11: Liability

- 11.1** ASV 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 other than liability which may arise from the gross negligence or wilful misconduct of ASV, its staff or agents.
- 11.2** ASV's liability for damage to or loss 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 staff or agents.

Part 12: Data Protection

- 12.1** ASV 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 shall process such information in accordance with the Data Protection Act 1998.

Our Values

Inspiring

ASV is inspiring. From attracting and developing the best people, to the facilities and services we provide to customers, that will always be current, innovative and best in class offering opportunities for everyone to enjoy, train and compete.

Friendly

ASV is friendly. We have a warm, cheery and genuine smile for every customer and each other. Everyone will feel welcome and at ease here. We will always build on our reputation for customer service excellence.

Positive

ASV is positive. We look for solutions not problems, have a "can do" attitude and we build loyalty and trust with customers and each other.

Dynamic

ASV is dynamic. We are energetic and enthusiastic in all that we do, creating a buzz and vibrancy throughout our village.

We are Team ASV





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