



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 14 days 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.
 - e. If you are in breach of ASV's Zero tolerance policy which can be found on our website aberdeensportsvillage.com.
- 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.
- 1.7** Retail products are non-refundable. Gymwear and swimwear may only be returned if they are unused, in their original condition with tags attached, and accompanied by a valid receipt.

Part 2: Bookings

- 2.1** 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.
- 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 the facility to pay for bookings by invoice. Users who are to be invoiced will normally be sent the invoice no later than one calendar month following the booking and invoices should be paid within 14 days of receipt.
- 2.4** 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:
 - 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).
- 2.5** 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:
 - a. No cancellations within the 32 session booking.
 - b. Any cancellations after the 32 sessions will be subject to the cancellation policy outlined in clause 2.4.
- 2.6** For all coached sessions, availability is only offered where a block booking arrangement has been agreed in advance. Individual or one-off coached sessions cannot be accommodated without a confirmed block booking in place.
- 2.7** 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.
- 2.8** For all groups receiving a discount, eligibility will be subject to regular review and verification to ensure continued compliance with the required criteria.
- 2.9** Any set up and take down of equipment must be completed within your booked time slot.
- 2.10** Refer to facility guide for our general terms on facility useage.

Part 3: Training Course Bookings

3.1 General

These Terms and Conditions govern the booking, payment, cancellation, and participation in any training course provided by ASV.

By booking a course, you ("the Client") agree to these Terms and Conditions.

ASV reserves the right to update these Terms and Conditions at any time without prior notice. It is the Client's responsibility to review the Terms and Conditions before booking a course.

3.2 Booking and Payment

All course bookings must be made through ASV's website, email, or authorised representatives.

A booking confirmation will be sent via email upon receipt of the booking request. Bookings are only confirmed once full payment is received or an agreed-upon deposit has been paid.

Payments can be made via credit/debit card, bank transfer, or other payment methods as specified by ASV.

Full payment for the course must be received at least 14 days prior to the course start date unless otherwise agreed in writing.

3.3 Course Fees

Course fees are as specified on ASV's website or as communicated during booking and include tuition, course materials, and access to facilities necessary for the course.

Fees do not include travel, accommodation, meals, or other personal expenses unless explicitly stated.

3.4 Cancellations and Refunds

Cancellation by the Client:

- Cancellations must be made in writing and sent via email to info@aberdeensportsvillage.com
- For cancellations made more than 14 days before the course start date, a full refund will be issued, minus an administrative fee of £30.
- Cancellations made between 7 & 14 days before the course start date will incur a cancellation fee of 50% of the total course fee.
- No refunds will be issued for cancellations made less than 7 days before the course start date

Cancellation by the Provider:

- ASV reserves the right to cancel or reschedule courses at any time. In the event of cancellation by ASV, Clients will be offered a full refund or a transfer to an alternative course date.
- ASV is not liable for any travel, accommodation, or other costs incurred by the Client due

3.5 Course Transfers

Clients may request a transfer to a different course date if available, provided the request is made in writing at least 21 days before the original course date.

A transfer fee of £30 may apply, and transfers are subject to availability.

3.6 Attendance and Participation

Clients are expected to attend all scheduled sessions and participate fully in the course activities.

ASV reserves the right to refuse admission or dismiss any Client from a course if they exhibit disruptive behaviour, fail to meet the course requirements, or breach these Terms and Conditions. In such cases, no refund will be issued.

3.7 Intellectual Property

All course materials, content, and intellectual property provided by ASV remain the property of the Provider or its licensors.

Clients may not reproduce, distribute, or use course materials for any commercial purpose without prior written consent from the Provider.

3.8 Liability

ASV shall not be liable for any personal injury, loss, or damage to property during the course, except where such liability is required by law.

The Client assumes full responsibility for their own actions and any consequences that may result from participation in the course.

3.9 Data Protection and Privacy

ASV is committed to protecting Clients' personal data and will process it in accordance with applicable data protection laws and the Provider's Privacy Policy.

Personal data provided by the Client will be used for booking, administration, and communication purposes and may be shared with third parties only when necessary for the course delivery.

3.10 Force Majeure

ASV shall not be liable for any delay or failure to deliver the course due to circumstances beyond its control, including but not limited to natural disasters, strikes, war, or government restrictions.

In such cases, ASV will make reasonable efforts to reschedule the course or offer a credit toward a future course.

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. When joining online, membership will commence with immediate effect 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** Members will be given one month notice prior to any amendment to membership fees.
- 4.4** Proof of age, address, telephone number, email address, employment and an identification photo will be required at time of joining. These details are needed inline with our data protection policy which can be found on our website aberdeensportsvillage.com/data-protection.
- 4.6** At times, access to certain areas may be restricted for members and other users.
- 4.7** Should you, on three or more occasions within a six-month period, book a facility or exercise class and either not attend or cancel within 24 hours of the class, your booking privileges will be suspended for a period of seven days.
- 4.8** You must inform us straight away if your contact or bank details change in any way.
- 4.9** When you join ASV you can access the facility via the ASV App. The app can be downloaded via aberdeensportsvillage.com/asv-app. If there is a requirement for a physical membership card this can be purchased via ASV reception. Should your card be lost, stolen or damaged it can be replaced at an additional cost.
- 4.10** Your membership is personal to you and is non-transferable. You must not allow another person to use your membership. To protect all members we may ask to see another form of identification before you are allowed entry.
- 4.11** If another person uses your membership 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. Membership sharing will also result in the temporary suspension of your ability to access the facility using the self-check in kiosks and barriers. Access will be verified and granted by a member of the customer service team during this period. Should this offence be repeated your membership will be terminated.
- 4.12** ASV operates with a zero tolerance policy - details can be found on the website aberdeensportsvillage.com/about/terms-and-conditions.
- 4.13** Any user who does not have an ASV membership will need to purchase a day pass to use the facility.
- 4.14** Referral codes can only be redeemed once. Any users trying to violate this rule will be banned from the facility.
- 4.15** All memberships have a 14 day cooling off period. If you wish to cancel your membership within this time please contact our customer services team via info@aberdeensportsvillage.com to request this.

4.16 You may be subject to an enrollment fee when signing up to your ASV membership.

4.17 Membership fees remain payable even if a member does not use the facilities. The only exception is where we have approved a medical suspension, and the member has provided suitable evidence. It is the member's responsibility to tell us promptly about any circumstances that may affect their ability to make the required payments.

Part 5: Direct Debit Memberships

- 5.1** For those paying by Direct Debit, you will 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** 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.
- 5.3** 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.
- 5.4** 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** Members may request a change to their membership type at any time following the initial Direct Debit payment, subject to a minimum of one month's notice. All requests must be submitted by email to membership@aberdeensportsvillage.com.
- 5.6** 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.
- 5.7** If you cancel your Direct Debit directly with your bank and do not cancel with ASV, your account will continue to accrue membership debts until you provide us with notice of your cancellation.
- 5.8** Payment for Aquatics Programme lessons will be via a continuous, monthly direct debit. Direct Debit fees are calculated on the basis of 45 weeks of activity each year. This calculation will allow for up to 7 planned cancellations. In addition, Aquatics Programme members are entitled to free swimming.
- 5.9** Proof of membership purchase will be provided to you upon joining.
- 5.10** You may be subject to an enrollment fee when signing up to your ASV membership.

Part 6: Pre-Paid Memberships

- 6.1 All pre-paid memberships are non-refundable and cannot be changed.
- 6.2 Pre-paid memberships cannot be frozen unless medical proof is provided.
- 6.3 Where a ban applies to a prepaid membership, any time lost during the ban cannot be added to the end of the membership period. Refunds are not available for prepaid memberships.

Part 7: Membership Cancellations

- 7.1 You can cancel at any time after your first Direct Debit payment, by providing a minimum of 1 calendar months' notice in writing prior to the next Direct Debit payment date.

You can request to cancel your membership via the contact us form on the website aberdeensportsvillage.com/contact.
- 7.2 We do not accept notice about a membership cancellation verbally (whether over the phone, in person or through a third party). contact us form as noted in clause 5.1, or via email info@aberdeensportsvillage.com.
- 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.

Part 8: Membership Freeze

- 8.1 Membership freeze does not apply to any Direct Debit memberships associated with Aquatics Programmes. However, medical freezes will be considered at the discretion of ASV.
- 8.2 If you wish to freeze your ASV lifestyle membership, requests must be done so in writing before the 15th of the month. Your membership can be frozen for a minimum of 1 month to a maximum of 6 months. An administration fee may be applied.
- 8.3 Medical freezes are free of charge however valid medical proof must be provided.
- 8.4 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 reinstated in the form of a pro-rata payment.
- 8.5 Members cannot move from a frozen membership to immediate cancellation, the standard one month notice to cancel applies.
- 8.6 Memberships purchased on an annual agreement cannot be frozen.

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 every month.

Part 10: Liability

- 10.1** 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 willful misconduct of ASV, its staff or agents.
- 10.2** ASV is not liable for damage to or loss of users' property, including theft or loss of items from lockers.

Part 11: Data Protection

- 11.1** Aberdeen Sports Village collects and uses personal information from our members, our staff and visitors. We do this so we can provide our range of exercise, fitness and wellbeing services in our world class sporting facilities. We also need to comply with legal requirements, for example health and safety. More information on how we use personal data is in our [Privacy Notice](#).