Adult Mer	mberships	5	Fitness	Tennis	Padel	Golf	Get active
Activity	Booking system	Terms of use	18+ £30.50	18+ £39	18+ £35	18+ £33	18+ £48.50
Minimum Contract Length			4	4	4	12 months	4
Swim	MySportAberdeen	Unlimited access to public sessions	Ø				Ø
Gym	MySportAberdeen	Unlimited access	Ø				Ø
Fitness Classes	MySportAberdeen	Unlimited access	Ø				Ø
Outdoor tennis	Clubspark	One 60 or 90 minute booking per day. Guest fee payable for non-members		Ø			Ø
Indoor tennis	Clubspark	One 60 or 90 minute booking per day. Guest fee payable for non-members		Ø			Ø
Adult Tennis Classes	Clubspark	Unlimited access		Ø			Ø
Padel tennis	Clubspark	One 60 or 90 minute booking per day. Guest fee payable for non-members			Ø		Ø
Adult Padel Classes	Clubspark	Unlimited access			Ø		Ø
Padel family discount	Clubspark	Access to £9 family guest fee (1 extra adult and 2 children)			Ø		Ø
Golf	BRS	Unlimited. Includes golfers protection insurance.				Ø	Ø
Footgolf	MySportAberdeen	Unlimited access					Ø
Badminton	MySportAberdeen	One 60 minute booking per day					Ø
Squash	MySportAberdeen	One 60 minute booking per day					Ø
Table Tennis	MySportAberdeen	One 60 minute booking per day					Ø
Ice skating	MySportAberdeen	Unlimited access to public sessions					Ø
Open ski/snowboard	MySportAberdeen	Unlimited access					Ø
8 day book ahead	All systems	For included membership activities only	Ø	Ø	Ø	Ø	Ø

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Junior Memberships			Teen Fitness	Get active Junior
Activity	Booking system	Terms of use	14 - 17yr £16	3 - 17yr £24
	Minimum Contract Length		4 months	4 months
Swim	MySportAberdeen	Unlimited access to public sessions. Under 8s must be accompanied by an adult		Ø
Gym	MySportAberdeen	Unlimited access (14-17yrs must have induction   Free weights 16+ only)	Ø	Ø
Junior Fitness Classes	MySportAberdeen	Unlimited access (Junior classes from 5+ , adult classes from 16+)	Ø	Ø
Outdoor tennis	Clubspark	One 60 or 90 minute booking per day. Guest fee payable for non-members		Ø
Indoor tennis	Clubspark	One 60 or 90 minute booking per day. Guest fee payable for non-members		Ø
Padel tennis	Clubspark	One 60 or 90 minute booking per day. Guest fee payable for non-members		Ø
Golf	BRS	Unlimited access. Includes golfers protection insurance. Under 8s must be accompanied by an adult		Ø
Footgolf	MySportAberdeen	Unlimited access		Ø
Badminton	MySportAberdeen	One 60 minute booking per day		Ø
Squash	MySportAberdeen	One 60 minute booking per day		Ø
Table Tennis	MySportAberdeen	One 60 minute booking per day		Ø
Ice skating	MySportAberdeen	Unlimited access to public sessions. Under 8s must be accompanied by an adult		Ø
Tubing	MySportAberdeen	Unlimited access to public sessions		Ø
Open ski/snow- board	MySportAberdeen	Unlimited access to public sessions. Participants must be at least level 5 ski/ snowboard ability		Ø
8 day book ahead	All systems	For included membership activities only	Ø	Ø

# **Coached Programmes**

Programme	Booking system	Terms of use	Learn to Swim	Learn to Skate	Snowsports	Tennis Academy	Gymnastics
Swim	MySportAberdeen	Unlimited public sessions	Ø				
Skating	MySportAberdeen	Unlimited public sessions		Ø			
Open ski/ snowboard	MySportAberdeen	Unlimited public sessions**			Ø		
Outdoor tennis	Clubspark	One 60 minute booking per day					

\*\*Must be at a certain level to participate in public sessions

\* Four-month minimum contract period for Learn to Swim. One-month minimum contract period for all other Coached Programmes.

## TERMS OF YOUR CONTRACT

Definitions: Sport Aberdeen = "we", "us" or "our"; Customer = "you"

#### 1. PERIOD OF COMMITMENT

- a) You are agreeing to subscribe monthly for the membership chosen and contracting to remain a subscriber for the minimum period of the contract ("Minimum Period").
- b) Once you have completed the minimum number of Direct Debit payments, we will automatically continue to collect the agreed Direct Debit payment amount on the frequency chosen at the time of setting up the Direct Debit Instruction. Your contract will continue until terminated, in accordance with these provisions.
- c) Once you have completed the minimum number of Direct Debit payments, you may cancel the automatic renewal of this contract at any time by providing at least one calendar months' notice in writing or by e-mail (<u>memberships@sportaberdeen.co.uk</u>)

## 2. COOLING OFF PERIOD

- a) This contract commences as soon as you have completed the online joining process or by joining in one of our venues. You have 14 full days after signup to cancel this contract for any reason. To exercise this right, you must inform us of this by post, email or telephone using the details provided.
- b) If you exercise this right to cancel, we will reimburse you all joining and subscription fee payments received from you using the same means of payment you used for the initial transaction. If you have used the service before requesting to cancel, then we will reduce your subscription fee refund by a pro rata amount equal to the number of days from signup to the date cancellation was requested.

## 3. TERMINATION OF SERVICE, LIMITED RIGHTS TO CANCEL

During the Minimum Period you may cancel the contract only:

- a) If we fail to maintain the standard of service that would reasonably be expected.
- b) If we substantially alter the operating hours of the services unreasonably; resulting in you being subsequently being unable to access the services.
- c) If you develop a medical condition which prevents you from using the services on an ongoing basis. An appropriate medical practitioner must provide written evidence that this is so. \*
- d) If you move away from the area by a distance which we consider, at our sole discretion, to be too far to travel to the services for regular use. We shall require evidence that such a move has taken place. \*
- e) If you lose your employment and are subsequently unable to keep up your repayments under this contract. You must produce documentary evidence and we may, at our discretion, suspend your payments for two months. We will then review your

## DIRECT DEBIT PAYMENT TERMS & CONDITIONS

financial situation with you. \*

- f) If you become pregnant. You may need to produce documentary evidence and we may, at our discretion, suspend payments for three months. We will then review your situation with you. \*
- \* PLEASE NOTE: points c-f require documentation, this can only be accepted from the date of receipt.

#### 4. TERMINATION PAYMENT FOR EARLY CANCELLATION

- a) If you cancel your subscription during the Minimum Period, other than in the circumstances set out above, we shall be entitled to a termination payment ("Termination Payment").
- b) The Termination Payment will be the total of:
  - Any arrears;
  - Any accumulated late payment charges that have been or will be incurred; and
  - The monthly subscriptions that would otherwise have fallen due before the end of the Minimum Period.

#### 5. GIVING NOTICE TO CANCEL

We will continue to collect your monthly subscription after the Minimum Period. Should you not wish to continue subscribing after the Minimum Period, you must give notice to cancel the contract at least one calendar month before the final payment of the minimum period. If you wish to cancel the contract at any time after the Minimum Period, you must give at least one calendar months' notice. The notice should be in writing or by e-mail (<u>memberships@sportaberdeen.co.uk</u>)

#### 6. COLLECTING YOUR MONTHLY SUBSCRIPTIONS

- a) The Initial Pro-Rata Payment is payable immediately.
- b) We will collect your subscription monthly in advance by Direct Debit.
- c) If you fail to make a payment on time, you will incur the following charges:
  - a. Fail to pay the missed subscription within 7 days of the date of the first reminder correspondence: £15.00
  - b. Fail to pay the arrears and accrued charges within 7 days of the date of a Final Notice: £30.00
- d) Late payment charges become payable immediately when they are incurred.
- e) Any notice served on you in accordance with the terms of this contract, will be deemed to have been delivered to you the next day after it is dispatched by us.
- f) If you fail to pay any amount due under this agreement for a period of more than 30 days, then we may pass the debt to a third-party company for collection. The costs incurred in employing the third-party company will be borne by you including the costs in tracing you should you have changed address without telling us.

#### 7. PRIVACY POLICY

Personal information submitted to Sport Aberdeen through the membership application will be used for the purposes specified in our privacy policy. The full policy can be viewed at any time online at <u>www.sportaberdeen.co.uk/privacy-policy</u> or is available on request.

The data controller responsible in respect of the information collected on the membership application is Sport Aberdeen.

#### 8. GENERAL TERMS

You agree to comply with the Rules of Membership which are displayed prominently at the venues and relate to opening hours, use of facilities and your conduct. We may make reasonable changes to these Rules at any time provided we give you reasonable advance notice of the change.

- a) You agree to advise us promptly of any change to the Members Details provided.
- b) If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.
- c) We will do our best to resolve any disputes over this agreement. If you wish to take court proceedings against us, you must do so within the United Kingdom. Relevant UK law will apply.
- d) If any part of this agreement is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.
- e) We may terminate this agreement with immediate effect on notice to you if you are in breach of the membership/venue rules. In this event you will not be liable to pay any further Direct Debit Payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for a refund.
- f) Use of Sport Aberdeen facilities is always subject to availability.
- g) Sport Aberdeen reserves the right to withdraw any type of membership from sale at any time. All memberships will be honoured throughout the duration of their validity.

## **DIRECT DEBIT PAYMENT TERMS & CONDITIONS**

### (Version April 2024)

- h) A valid membership card or band must be scanned in at reception or at a self-service kiosk prior to taking part in any activity. Memberships must be available for inspection or retention on request.
- i) Damaged or lost cards will only be replaced at the discretion of Sport Aberdeen and an administration charge will be payable.
- j) Sport Aberdeen reserves the right to close facilities when necessary.
- k) Concessionary rate members must provide proof of continued eligibility to discount rate memberships at each visit.