



## PROTECT

### **Aberdeenshire Council Active Aberdeenshire terms and conditions**

#### **Initial payments**

Initial payments will be accepted only by cheques payable to Aberdeenshire Council or cash.

#### **Members 'terms and conditions' for Active Aberdeenshire Card/NEC Card holders**

1. Once the Active Aberdeenshire Membership agreement has been entered into you will be deemed to have accepted the terms and conditions of the scheme and as such will be bound by these until the agreement is terminated in accordance with these conditions.
2. Your Active Aberdeenshire Membership method of payment will continue as long as you continue to pay the monthly fee.
3. All Active Aberdeenshire Memberships are legally binding contracts between the user and Aberdeenshire Council and represent a commitment to pay all monthly payments until the contract is terminated.
4. Active Aberdeenshire Membership Direct Debit fees are non-refundable.
5. Each new member has 1 calendar month to complete their membership or be removed from the membership database.
6. Changes to the Membership Direct Debit options are available.
7. Notification of any change of circumstance must be given in writing to Aberdeenshire Council Community Leisure Services.
8. To qualify for joint or family Active Aberdeenshire Membership – all applicants must be staying at the same address.
9. Active Aberdeenshire Memberships are not transferable and any use other than by the named person will result in cancellation with no refund available.
10. Aberdeenshire Council reserves the right to refuse any holder of an Active Aberdeenshire Card access to the Active Aberdeenshire Membership scheme.
11. NEC Cards remain the property of Aberdeenshire Council
12. Aberdeenshire Council reserve the right to review monthly Direct Debit fees on an annual basis.
13. Membership will include:



- Access to all Aberdeenshire Council swimming pools, leisure facilities and programmes directly delivered within these facilities.
- Access to any fitness classes organised by Aberdeenshire Council.
- Cards may be used to book facilities up to 7 days in advance. Membership will exclude:
  - Access to the Learn to Swim programme.
  - Access to fitness classes at Council facilities organised and delivered by third parties.
  - Outreach sport development programmes, including holiday sport programmes (except those delivered within leisure facilities).

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#### **Cancellation of Direct Debit**

14. If Aberdeenshire Council wish to cancel the Active Aberdeenshire Membership – a minimum of 14 days notice will be issued in writing by Aberdeenshire Council.
15. If you wish to cancel your Active Aberdeenshire Membership you must send written notice to Active Aberdeenshire Membership, Aberdeenshire Council, Education Learning & Leisure, Gordon House, Blackhall Road, Inverurie, AB51 3WA or [activeaberdeenshire@aberdeenshire.gov.uk](mailto:activeaberdeenshire@aberdeenshire.gov.uk) by giving a minimum of one months notice in writing.
16. Pay any fees that are due up to the date of cancellation.
17. To re-instate your Direct Debit method of payment all arrears must be fully paid up.
18. Any member whose Active Aberdeenshire Direct Debit is rejected on 2 consecutive occasions will have his/her Direct Debit method of payment terminated. For re-instatement see point 16.
19. Replacement Cards. Lost or stolen cards should be reported as soon as possible to 03456 08 12 08

#### **Management Rules**

20. Please note that all users are bound by Aberdeenshire Council Management Rules. We reserve the right to refuse admission or ask you to leave any Aberdeenshire Council Leisure Management Facility if we reasonably believe that you are in breach of any section of the Rules.
21. Active Aberdeenshire Membership Cards must be used to gain entry every time a visit is made.
22. Active Aberdeenshire Membership cards can only be used for Aberdeenshire Council Community Leisure Facilities during the stated

opening hours only. It does not guarantee the holder access to the facilities/activities or booking of any of the facilities/activities.

23. Active Aberdeenshire Membership cards can only be used for Aberdeenshire Council Community Leisure run classes. They are not eligible for private classes, prepaid classes or club bookings.

**Non-members (pay as you go) 'terms and conditions' for Active Aberdeenshire Card/NEC Card holders**

The following terms and conditions apply and you are asked to read them before submitting your application. A signed application form is your formal acceptance of these terms and conditions.

Terms and conditions for making use of the Active Aberdeenshire Card by card holders

For the purposes of this scheme the term 'individual' means any person.

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- A) Cards must be presented to obtain any agreed benefit that may be offered from time to time as part of a promotion authorised by Aberdeenshire Council.
- B) Cards may be used to book facilities up to 7 days in advance.
- C) The cardholder must comply with the management rules of the Aberdeenshire Council's Community Leisure facilities.
- D) Cards can be used at all Aberdeenshire Council's Community Leisure facilities.
- E) Cards remain the property of Aberdeenshire Council.
- F) Aberdeenshire Council reserves the right to refuse or suspend the use of any card.
- G) All concessionary users will be required to provide documented evidence of status on either a 3 monthly/6 monthly/annual basis.