



TERMS & CONDITIONS OF BOOKING

These are the terms and conditions on which Aberdeen FC Community Trust, a charity registered in Scotland (registered charity number SC044720), whose registered address is at Pittodrie Stadium, Pittodrie Street, Aberdeen, AN24 5QH (“We”, “Us”, “Our” or “AFCCT”), delivers football and sporting Activities (“Activity”). Please read these terms and conditions carefully and make sure You understand them before applying to book a place at one of Our Activities. By applying to book a place You agree to these terms and conditions (“Terms”). Our [Privacy Policy](#) forms a part of these Terms and sets out the way in which Your and Participant’s personal data is handled.

Please note further details and specific requirements for each individual Activity (including age groups, location, duration, dates and pricing) are available at <https://www.afccommunitytrust.org> (the “Website”).

In these Terms any reference to “You” or “Your” means the person applying to book a course and any reference to “Participant” means the person for whom a place on a course is booked.

1 MAKING A BOOKING AND PRICING

- 1.1 Those wishing to book a place at an Activity must complete the official booking process available at afc.co.uk/eTickets or by calling or attending the Pittodrie Ticket Office. No activity can commence until you have received official confirmation of the booking from an AFCCT representative at the Pittodrie Ticket Office.
- 1.2 Each booking must be accompanied by either: (a) full payment; or (b) registration payment, followed by the agreed payment schedule and/or final balance payment not later than 7 calendar days before the Activity starts. Participants will not be allowed to attend an Activity unless all charges for that Activity have been paid before the Activity starts and We reserve the right to cancel any bookings held on Your behalf if any payment is overdue.
- 1.3 Where applicable and/or requested, the booking must also be accompanied by a signed consent form (a copy of which will be made available from us) prior to the commencement of the Activity.
- 1.4 The contact person(s) named in booking process will be the person with whom all official communication from the AFCCT will take place. If there are any changes in the details of the group organiser/contact person, AFCCT must be informed immediately. If You are not the parent or guardian of any child on behalf of whom You are making a booking, You must obtain consent and acceptance of these terms from each Participant’s parent or guardian before booking an Activity on their behalf.
- 1.5 The person named in the booking will be the person responsible for Participants, including full payment before the Activity starts, behaviour of those attending the booking, and adherence to these terms and the participant Code of Conduct.
- 1.6 By booking a place on Our Activity You confirm that:
 - 1.6.1 You are at least 18 years old
 - 1.6.2 You have read and accepted these Terms
 - 1.6.3 You are legally capable of entering into binding contracts

- 1.6.4 the price of Activities (inclusive of any VAT applicable) and any additional fees We may charge will be as stated on the Website from time to time, unless there is an obvious error. The prices and additional fees may change at any time; and,
- 1.6.5 You are responsible for arranging and paying for the Participant's travel to and from the Activity venue.

2 CANCELLATION AND REFUNDS

2.1 How to cancel a booking

To cancel a booking, You must inform us by email to ticketoffice@afc.co.uk or by calling us on 01224 631903. If You do not receive a response from Us within 3 working days, You should contact us by telephone.

2.2 Our refunds policy

- 2.2.1 If You cancel more than 5 working days before the first day of Your Activity and have paid for the Activity in full, We will refund the amount You have paid for the Activity, less Your registration and/or administration fee if applicable (which are non-refundable); or
- 2.2.2 If You cancel less than 5 working days or less before the first day of Your Activity You will not be eligible for any refund, including the registration and/or administration fee; and
- 2.2.3 If We do not receive Your balance payment on time We may cancel Your booking and You will not be due any refund. We will notify You of this by email.

2.3 Cancellation on medical grounds:

- 2.3.1 If any Participant is unable to attend because he or she is ill or injured, We will offer You a voucher ("**TicketCash Credit**") for all fees paid, provided that You notify Us of the illness or injury at least 24 hours before the Activity starts. We will require a letter from the Participant's doctor as proof of the illness or injury before issuing the TicketCash Credit. This TicketCash Credit will be valid for any comparable booking made on any of Our Activities in the same or following calendar year (subject to availability). The TicketCash Credit is transferrable to any family member and may be used on any Activity that We offer. Please note that the TicketCash Credit has no monetary value and cannot be exchanged for cash.
- 2.3.2 Participants who leave early during their Activity due to illness or injury will receive a pro-rated TicketCash Credit with a value that is pro-rated to the unused proportion of the Activity. This can be used as a credit against any booking on any of Our Activities in the same or following calendar year.

2.4 Cancellation by Us (circumstances beyond our control, COVID-19):

- 2.4.1 Due to circumstances beyond Our control including insufficient participation, weather concerns, natural disasters such as floods, warfare, security concerns, disease outbreak, pandemic or epidemic (including COVID-19), or where in the opinion of supervising personnel, the pitches We are using for Our Activities are unplayable, We may cancel, move or postpone any Activity.
- 2.4.2 If We postpone or cancel an Activity for any reason every reasonable effort will be made to offer You full refunds (including any registration fee paid). If we move an Activity from the advertised location to another location and providing that in Our reasonable opinion the Activity in the new location will be of comparable quality to the Activity in the advertised location, then if You wish to cancel Your booking clause 2.2 of these Terms will apply.

- 2.5 If We move an Activity from the advertised location to another location and providing that in Our reasonable opinion the Activity in the new location will be of comparable quality to the Activity in the advertised location, then if You wish to cancel Your booking clause 2.2 of these Terms will apply.
- 2.6 All refunds or TicketCash Credit will be issued within 60 calendar days of notice of cancellation. Refunds will be provided using the same method You used to pay.

3 PARTICIPANT CONDUCT

- 3.1 In the interests of health and safety, all Participants must adhere to the following code of conduct when attending Our Activities, as may be updated from time to time (“**Code of Conduct**”):
- 3.1.1 Participants must be attired according to their intended activity. No items should be taken on to the pitch except those needed to play the activity for which the facility was booked. Drinks, tracksuit tops etc. should be left at the side of the pitch in the interests of participant’s safety. Footwear must be appropriate for the venue in which the Activity is to take place and as stipulated by Us at the time of booking. All jewellery (including watches) should be removed before playing in the interests of player safety.
 - 3.1.2 Participants will not do anything illegal or which may be or become a nuisance, annoyance, inconvenience or disturbance to any other hirer or any owner or occupier of neighbouring property.
 - 3.1.3 Supervising personnel must always be obeyed during the coaching Activity. They have the authority to remove Participants from the coaching Activity. Non-acceptance of supervisory personnel’s decisions or any aggression or violence towards staff will not be tolerated and may result in the removal of those involved from the premises and the cancellation of all future bookings.
 - 3.1.4 Only players and coaches are permitted inside the pitch during a coaching Activity. For safety reasons children under the age of 18 are not allowed inside during a coaching Activity unless they are officially part of the booking and of the activity for which the booking was made.
 - 3.1.5 The Management decisions on admission, allocation, use, operation, or closure of the facilities is final.
 - 3.1.6 Climbing on the nets, swinging from crossbars and any other behaviour likely to lead to damage to the facility or injury is forbidden and will lead to immediate expulsion from the facility.
 - 3.1.7 Both the smoking of cigarettes and e-cigarettes are not permitted in any area in or around the Activity;
 - 3.1.8 Additional Codes of Conduct will apply, dependent on the Activity and/or the venue. Any additional conduct requirements for each Activity will be made available prior to commencement of the Activity, and in any event not later than the day of commencement of the Activity, to each Participant.

4 REMOVAL OF PARTICIPANTS FROM ACTIVITIES

- 4.1 Participants on Activities must adhere to all of the rules and regulations of the Activity as specified by Us from time to time including the Code of Conduct and any additional information will be supplied to all Participants at the start of the Activity.
- 4.2 We treat as a priority the safety and well-being of all Participants attending Our Activities. We therefore reserve the right to remove from Our Activities, without refund, any Participant who does not comply with the Code of Conduct. We also reserve the right to remove from Our Activities, without refund, any

Participant who We consider to be generally disruptive or is behaving in a way that may be a danger to or upsetting for others.

4.3 If a Participant is removed from an Activity it is Your responsibility to organise and pay for any travel, accommodation or other expenses incurred.

4.4 If a Participant wishes to register a complaint about any such removal, You should first contact the AFCCT head coach of the Activity. Should You wish to take the matter further, You should write to the contact person noted on the booking confirmation.

5 MEDICAL CARE

5.1 It is Your responsibility to tell Us if the Participant suffers from any physical or mental conditions which may give rise to any special needs or affect their ability to participate in the Activity. Providing this information will enable Us to make any reasonable adjustments that may be required to reflect the Participant's physical or mental needs during the Activity. We may require additional information depending on the medical information supplied to Us prior to the Activity.

5.2 In the event that the Participant needs medical attention during any course You agree to us arranging for any appropriate and necessary treatment and the contact of emergency services if required. In such circumstances, we will endeavour to contact the Emergency Contact named in the booking process.

6 LIABILITY

6.1 AFCCT accepts no responsibility and shall not be liable for any items lost, damaged or stolen on the premises or grounds. AFCCT shall not be liable for any loss, damage, death or personal injury occurring to any persons participating at Our Activity (except where the death or personal injury was caused by negligence of an agent, sub-contractor or employee of AFCCT). In any event, AFCCT's total liability shall not exceed the actual amount paid by You in delivering the specific Activity.

6.2 AFCCT will not be liable for any costs, expenses or losses arising from the cancellation or amendment of a booking.

6.3 Any damage done to or theft of any property or equipment belonging to Aberdeen Football Club or AFCCT, must be made good by the individual responsible for the damage.

7 INTELLECTUAL PROPERTY

7.1 All intellectual property and other rights comprised in the form and content of Our Activities belongs to Us, and no materials or content in relation to any Activity may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose. All rights in relation to any trade marks and logos held by Aberdeen FC Ltd, Aberdeen Football Club Heritage Trust and AFCCT are expressly reserved and may not be used or reproduced without Our express consent.

8 ENTIRE AGREEMENT

8.1 The terms constitute the entire agreement between the You and AFCCT and supersedes and extinguishes all previous agreements, promises assurances, warranties, representation and understanding between them, whether written or oral, relating to is subject matter.

8.2 You acknowledge that by agreeing to these Terms, You shall have no remedies in respect of any statement, representation, assurance, warranty (whether made innocently or negligently) that is not set out in the Terms.

9 GENERAL

- 9.1 AFCCT reserves the right to make any alterations or carry out essential maintenance to any pitch/pitches used for Our Activities without prior notice, although every reasonable effort will be made to minimise any disruptions to Your bookings.
- 9.2 To safeguard children, AFCCT prohibit the use of still and video cameras (including mobile phones with this capability). Only official AFCCT photographers, Performance Analysts and media personnel are authorised to use such equipment. Any unauthorised persons taking photographs or filming will be asked to leave the venue.
- 9.3 By agreeing to these Terms at booking, You agree that all Participants will for as long as is necessary, abide by the Government (both UK and Scottish) and Scottish Football Association guidelines outlining social distancing and group training sessions. AFCCT reserve the right to stop play at any time due to lack of adherence.
- 9.4 We agree to comply with Our obligations under all applicable laws and regulations relating to data protection and privacy as may be applicable from time to time, which at the date of these Terms means the Data Protection Act 2018 and the GDPR (EU General Data Protection Regulation 2016/679) and any successor legislation (“**Data Protection Legislation**”). For further details on how We comply with the Data Protection Legislation please refer to Our [Privacy Policy](#).
- 9.5 These Terms and Your booking shall be governed by and interpreted in accordance with the law of Scotland and shall be subject to the exclusive jurisdiction of the Courts of Scotland.

This policy was last reviewed and updated in April 2021.