



CELTIC MANOR
RESORT

THE CELTIC MANOR RESORT LEISURE MEMBERSHIP TERMS AND CONDITIONS

In these Terms and Conditions, any word or term importing any gender includes any other gender, the singular includes the plural and vice versa.

DEFINITIONS

In these Terms and Conditions, the following expressions have the following meanings unless the context otherwise requires or admits

“Club” means The Forum Health Club and/or (as the case may be) Dylan’s Health Club owned and operated by the Proprietor

“Club Premises” means Celtic Manor Resort, together with the gardens, car park and surrounding external areas

“Head Candidate” means the person assuming overall responsibility for an application for joint membership, family membership or any other membership comprising more than one individual

“Member” means a person over the age of 16 who has been admitted as and remains a member of the Club

“Membership” means membership of the Club

“Membership Card” means a current and valid card provided by The Resort to a Member for the Member’s use of the Club and its facilities and to assist the Proprietor in verifying that Member’s rights to access, goods and services at the Club

“Membership Category” means the category and level of membership of the Club selected by and applicable to a Member and which determines a Member’s entitlement to usage of the Club’s facilities

“Proprietor” means The Celtic Manor Resort Limited (registered in England and Wales with number FC022933) including its successors and assigns

“The Resort” means the Proprietor or (where the context requires or admits) the property and estate known as Celtic Manor Resort, Coldra Woods, Newport, South Wales, NP18 1HQ

MEMBERSHIP OF THE CLUB

- Membership of the Club is not an investment and does not provide a member with an equity or ownership interest or any property interest in the Proprietor or the Resort or (in either case) any of its assets or facilities
- The hours of operation of the Club’s facilities will be established and published by the Resort
- Membership of the Club is a revocable personal license to use the Resort’s facilities and does not grant the Member any right or easement to use the Resort’s facilities except as expressly set out or referred to in these Terms and Conditions
- Members do not have any interest in the income of the Resort and do not have any right to receive any of the Resort’s assets (whether on dissolution or otherwise) but they are not financially responsible for any obligations or liabilities of the Proprietor or the Resort
- Neither Membership nor any benefits of Membership are transferable
- By accepting membership the Member fully accepts these Terms and Conditions together with the Rules and Byelaws of the Resort from time to time and agrees to abide by them at all times

The Members of the Club shall be under no financial liability beyond the following:

- Any joining fee applicable to the Membership Category
- The Membership subscription (which will be determined from time to time by the Proprietor)
- Payment at the rate from time to time determined by the Proprietor for the use or supply of any special facilities (including food and beverages) that may from time to time be provided by the Proprietor to the Member or that Member’s guest or guests
- Payment for use of the Club in excess of a Member’s usage entitlement (relevant to that Member’s Membership Category or for the provision by the Resort to that Member of additional services or special facilities)

OPERATION AND CONTROL OF THE RESORT

- The Resort will manage and operate the Resort’s facilities and be responsible for the administration of the Resort’s facilities with the exclusive authority and power to accept members, establish and vary Terms and Conditions of membership and membership categories
- The Resort may at its sole discretion close the Club or part thereof for any period and for any event or purpose or reason that it considers necessary or desirable. All food and beverages consumed within the Resort must be purchased from or supplied by the Resort
- No member, visitor or guest is allowed in the services areas of the Resort, which includes all administration areas
- All complaints concerning operations of the Club facilities, the Proprietor’s employees and other matters are to be directed to the Membership Team. All complaints must be made in writing and signed by the complainant.
- No commercial advertisements shall be posted or circulated in the Resort without prior agreement of the Manager
- The Resort reserves the right to allow any person(s) or group(s) the use of any or all of the Resort’s facilities for any purpose and upon such terms and conditions that are determined in its sole and absolute discretion
- Vehicles must be parked in the designated parking bays only. Restricted parking bays may only be used when a valid badge is displayed. Parking of vehicles on any access road is not permitted at any time. Repeated non compliance with these rules will result in action being taken by the Resort which may lead to suspension or termination of membership
- The Resort reserves the right to revoke or vary these Terms and Conditions and to make such Rules and Byelaws as it considers necessary or desirable. The Proprietor reserves the right at any time to:
 - offer and maintain different Membership categories and levels conferring different entitlements and use of the Club’s facilities for different levels of joining fees and/or membership subscriptions; and/or
 - modify, curtail or vary entitlements (including usage entitlement) relevant to each Membership Category or otherwise

JOINING FEE, ANNUAL SUBSCRIPTIONS AND OTHER CHARGES

- Candidates for Membership must apply by completion of the forms provided for that purpose and must be signed by the Head Candidate for Membership. The Head Candidate warrants the accuracy of the information provided for all candidates for Membership
- The Resort will determine the amount of the annual subscription for each Membership Category and any other charges it considers necessary in its sole and absolute discretion
- The Resort may also levy upon a Member a non-refundable (in whole or in part) joining fee, which must be paid in full in one lump sum prior to the commencement of Membership
- The annual subscription so determined may be paid by the Member in one payment on or before the first day of each membership year or by 12 consecutive monthly direct debits (which may be subject to additional charges for interest and/or administration) throughout the membership year. If any amounts due are not paid by the due date, all Membership privileges and rights shall be suspended until such amounts due are paid in full
- Annual subscription fees paid to the Resort are non-refundable either in whole or in part
- A £10 charge applies for all new Wellness keys. Members will incur a £20 charge for replacement Wellness keys

SUSPENSION AND TERMINATION OF MEMBERSHIP BY THE CELTIC MANOR RESORT

Membership may be suspended or terminated (at the sole discretion of the Resort) if, in the sole judgement of the Resort, the member:

- Permits a Membership Card to be used by anyone other than the designated holder
- Exhibits unsatisfactory behaviour, conduct or appearance within the Resort
- Fails to pay any amount owed to the Resort in a proper and timely manner
- Fails to abide by the current rules and regulations from time to time in effect for use of the Resort's facilities
- Uses abusive language or behaviour to personnel or employees of the Resort or any other person
- Brings the name of the Resort into disrepute
- In the event of and during any period of suspension imposed by the Resort pursuant to the immediately preceding paragraph, a Member shall not be entitled to enjoy or use any of the Membership rights or privileges
- In the event of any termination or suspension of membership, a member will not be entitled to a refund of any joining fee or subscription fees previously paid and any such fee(s) due for payment shall remain due for payment
- It will be at the sole discretion of the Resort management as to whether or not to grant renewal of Membership after suspension
- Any Member whose Membership has been terminated by the Resort for any reason shall not again be eligible for Membership within a five-year period following the termination date

MEDICAL SUSPENSION

- Any Member wishing to suspend their Membership for medical reasons must request to do so in writing addressed to the Membership Team. All such requests must be accompanied by a medical certificate signed by the Member's doctor. The Resort reserves the right to confirm with the doctor the information given
- Request to suspend Membership on medical grounds will be granted only in exceptional circumstances and it will be at the sole discretion of The Resort as to whether or not to grant such suspension for any period or periods and any abatement or reduction in the Membership fee(s) for such period(s). The maximum period for a medical suspension is 6 months
- A Member who has suspended their Membership will be unable to use the Club's facilities for the duration of their suspension
- During a period of suspension, any joint members attached to the Membership will be charged at the appropriate individual Membership rate

SUSPENSION OF MEMBERSHIP BY MEMBER

- A member may suspend their Membership for a period of up to three months (subject to a minimum of one month) once during a calendar year by giving The Resort at least one full calendar months' notice. The Member will be required to put their request for suspension in writing or by email to the Membership Team stating the period of suspension. If suspending for two or three months, the months must be consecutive throughout the period of suspension (a fee of £10 per month will apply)
- It is the responsibility of the Member to ensure that The Resort has received the suspension letter. The Resort will confirm receipt of the letter and the commencement date of the suspension period in writing or by email. If such confirmation is not received by the Member within 10 working days, the Member should contact The Resort immediately. It is recommended that suspension requests are made by email or Recorded Delivery
- A Member who has suspended their Membership will be unable to use the Club's facilities for the duration of their suspension
- During a period of suspension, any joint members attached to the Membership will be charged at the appropriate individual Membership rate

CANCELLATION OF MEMBERSHIP

- The minimum term of Membership thereafter is three months from the date of joining
- A Member may terminate their Membership by giving not less than one full calendar months' notice in writing or email to the Membership Team. It is the responsibility of the Member to ensure that The Resort has received the termination notice. The Resort will confirm receipt of the notice in writing or by email. If such confirmation is not received by the Member within 10 working days, the Member should contact The Resort immediately. It is recommended that termination notices are made by email or Recorded Delivery
- If the number of visits to the Club made by a Member in any period is less than that Member's usage entitlement under their Membership Category, such Member shall not be entitled to any refund or credit, nor shall any credit be carried forward to any future period

DEFAULT IN PAYMENT

- In the event that a Member has not paid any amount due to the Resort by the due date, the Resort will contact them in writing and give such Member 14 days to make good such payment(s) due or overdue
- Failure to make good such payment(s) within 14 days will result in the Resort taking legal action to recover the amount(s) due from the Member for breach of contract

MEMBERSHIP ENTITLEMENT

- A Member shall (subject to and in accordance with the terms of their Membership Category) be entitled to use and enjoy (in common with the other Members, residents, guests and invitees of the Proprietor) the Club and its facilities and equipment provided by the Proprietor for the purposes of the Club on such terms and conditions as the Proprietor may from time to time stipulate, including as to payment for special facilities
- A Member shall cease to be entitled to use the Club Premises on the termination of Membership - even if such Member has not used or fully used up their usage entitlement under their Membership Category. The Proprietor reserves the right to introduce advance booking and/or prepayment systems in relation to all or any of the facilities offered
- The facilities of the Club provided from time to time by the Proprietor shall be available during the periods from time to time determined by the Proprietor and the Proprietor may alter the times of opening and/or the times of the last entrance and/or temporarily close the Club Premises or any part thereof or any of its facilities, whether for temporary repair, refurbishment, improvement or any other reason
- The Proprietor's computer records shall (in the absence of manifest error) be conclusive evidence of the record of the number of each Member's visits to the Club Premises if these are relevant to the Member's usage entitlement (under their Membership Category)

GUESTS

- Guests of Members shall only be admitted at the discretion of the Proprietor by prior pre-paid arrangement and booking and when accompanied by a Member following completion of a guest registration form
- A charge of such sum as the Proprietor may from time to time determine shall be made for the admission of each guest
- Members are responsible for ensuring that their guests are aware of all the Club rules and codes of conduct from time to time in force and comply with the same, and Members are responsible for ensuring the good conduct of their guests at all times during their visits to the Club Premises
- Members must not leave the Club Premises before any of their guests, and Members are responsible for any unsettled debts incurred by any of their guests
- Guests' use of the gym at the Club is at the sole discretion of the Club management and is subject to their prior completion of a medical and exercise history form

MEMBERSHIP CARDS

- A Membership Card indicating the membership number, Member's photograph and Membership Category shall be issued to each Member upon the payment of the relevant subscription fee and joining fee
- A Member must have a Membership Card with them at all times while using the Club's facilities. If a Member fails to produce their Membership Card when requested to do so by the Manager or any other member of staff at the Club, it may result in that Member and their guests being denied access to The Resort's facilities and associated Member benefits
- A Membership Card may not be used by any person other than the person to whom it is issued. Membership Cards are not transferable
- In the event that a Membership Card is lost or stolen, the membership team must be notified immediately in writing before the Membership Card is replaced. A replacement fee of £5 will be charged

DISPUTES

- In any dispute between a Member and the Resort, the Resort's decision shall be final

CONDUCT AND USE OF THE FACILITIES

- Members and their guests must behave quietly and with decorum at all times and without disturbing other Members or Guests on the Club premises from time to time
- There shall be no smoking on any part of the Club Premises
- Members and their guests shall at all times observe the directions and recommendations made by the Proprietor in connection with the safe and hygienic use of the Club facilities. Gym shoes and appropriate attire (not swimming costumes) must be worn in the gym. In the event that a Member shall observe a want of repair or any situation which could give rise to personal injury, the Member should bring such observation to the attention of the Proprietor as soon as possible
- No Member whose health is or becomes in any way impaired shall make use of the Club's facilities without first checking with a doctor
- Prior to using the gym we recommend that all members take medical advice from their doctor, having had a Wellness Orientation and training session (at which the use of the gym equipment is explained) and an exercise programme prescribed. In the event of any material change in the Member's medical condition, this procedure should be repeated
- No Member shall use any Club facilities knowingly suffering from any medical condition that could cause infection or injury to such Member or any other person using the Club, its facilities or equipment
- The Proprietor reserves the right to refuse entry to or to eject a Member or their guests should it think it fit to do so
- Members shall observe such rules and obligations concerning bookings for facilities or services as the Proprietor may from time to time stipulate. The Proprietor may make a charge for late cancellation or non-arrival of a Member or guest, whether or not the facility or service is provided without extra cost to the Member
- For security reasons, C.C.T.V. cameras will be used in various parts of the Club Premises where and to the extent legally permissible

PERSONAL INFORMATION

We are strongly committed to information security and we take reasonable and appropriate steps to protect your personal information from unauthorised access, loss, misuse, alteration or corruption. We ask that you read our privacy notice carefully as it contains important information about the personal information that we collect and use: www.celtic-manor.com/privacy

USEFUL PHONE NUMBERS

- Membership Team 01633 410300
- Membership Administration 01633 410394
- Dylans Reception 01633 410332
- Forum Reception 01633 410326

AMENDMENTS

- The Resort reserves the right to amend or modify these rules at any time and from time to time when necessary or appropriate and will notify Members of any changes by appropriate means

LOSS OR DAMAGE TO PROPERTY

- Each Member and guest is solely responsible for his/her property
- The Resort shall not be responsible for any loss or damage to any private property used or stored on the premises of the Resort, whether in lockers or elsewhere
- All unclaimed property discovered by or handed in to the Resort will be logged and recorded as 'lost property' for further reference and, subject to proof or evidence of ownership to the Resort's satisfaction, can be reclaimed from the Resort's lost property office
- All lost property that remains unclaimed for three months or more may be sold by the Resort, with or without notice, at a public sale or may be otherwise disposed of on such terms as the Resort may determine and the proceeds if any shall be used by the Resort to cover costs incurred
- A Member or guest shall be liable for loss or damage caused to any Resort property and will be charged for repairs or if necessary replacement in its entirety

PETS

- Dogs or other pets (with the exception of guide dogs) are not permitted anywhere within the Resort at any time

MAILING ADDRESS

- Each Member shall notify the Resort of their mailing address from time to time to which the Resort's notices, newsletters and other correspondence are to be sent and, if so sent, shall be deemed received

DISCLAIMER

- Members and their guest(s) are advised that their use of the Resort's facilities and equipment is entirely at their own risk. Members and their guest(s) are responsible for ensuring that they are medically and physically fit before using any of the Resort's facilities or equipment or before participating in any event organised by the Resort and are advised to have appropriate insurance cover in place before any such use or participation
- Neither the Resort, its agents or servants shall be held responsible for any personal injury or illness or death (save where caused by the negligence of the Resort or any person for whose acts the Resort is vicariously liable) or loss or consequential loss or damage suffered by any person of whatever nature or howsoever caused on the Resort's premises or as a result of participating in any event organised by the Resort

AGREEMENT TO TERMS AND CONDITIONS

I (and all joint members attached to my membership) hereby agree to abide by and be bound by the above Terms and Conditions

Please tick this box if you would like to hear more on latest news and offers from the Celtic Manor Resort.

Your personal details are stored securely and are not sold, offered or rented to a third party. Our full privacy notice can be viewed at www.celtic-manor.com/privacy.

Membership No.

Date

Signature