GLENEAGLES

MEMBERSHIP TERMS & CONDITIONS



With a membership at Gleneagles, you become part of the family, and The Glorious Playground becomes your home from home. We've never been ones for stuffy rules and regulations. But we do have a few guidelines to help keep things running smoothly, protect what makes Gleneagles special and ensure every member can enjoy their time here to the fullest.

Gleneagles Hotels Limited ("Gleneagles") | SC097000
The Gleneagles Hotel, Auchterarder, Perthshire PH3 1NF

Document Framework

These terms and conditions (as amended from time to time) (the "**Terms**") govern all Health Club, Golf, Sporting Club, Shooting and Fishing, Equestrian, and other Gleneagles resort memberships. The membership contract comprises these Terms, the accepted application or written acceptance, the current Membership Fees and Charges Schedule, the Code of Conduct, and the Member Brochure (collectively, this "**Agreement**"). The Benefits Guide is non-contractual unless a benefit is expressly stated to be contractual in the acceptance communication.

If documents conflict, these Terms prevail, except that: (i) accepted category particulars prevail for the scope of the Membership; (ii) the Fees and Charges Schedule prevails for prices, charges, payment methods and financial consequences; and (iii) a booking confirmation prevails for activity-specific conditions for that booking.

In these Terms "we", "us" and "our" means Gleneagles, and "you" and "your" refers to the individual or entity applying to be a Member, unless the Member is under the age of 18 (a "**Junior Member**") or is a Student Member, in which case "you" and "your" refers to both the Junior Member and the legal guardian or parent or other individual who has agreed to pay the Membership Fees in respect of that Junior Member (a "**Responsible Adult**"). To the extent that this Agreement is not legally binding on the Junior Member under law, they shall be binding upon the Responsible Adult as if they were the Member, and the Responsible Adult shall be fully liable for all acts and omissions of the Junior Member.

Any obligation on a "Member" within this Agreement is also an obligation on (i) a Junior Member; and (ii) the Responsible Adult to procure that the Junior Member complies with such obligation.

1. Definitions and Interpretation

The following terms have the corresponding meaning in these Terms unless we indicate otherwise:

"Benefits Guide" means the current non-contractual guide to ancillary membership benefits.

"Card on File" means a payment card credential held in tokenised or equivalent secure form by an approved Payment Service Provider for future Member Spend.

"Code of Conduct" means current Code of Conduct as appended to these Terms.

"Direct Debit" means the payment instruction used to collect Membership Fees under the Direct Debit Guarantee and the agreed collection plan.

"Facilities" means the services, activities, courses, grounds, waters, buildings, equipment and amenities made available by Gleneagles from time to time.

"Fees Schedule" means the current Membership Fees and Charges Schedule.

"Junior Member" means an accepted individual member under the age of 18 who is not a Student Member.

"Material Change" means the permanent removal or fundamental alteration of the core nature of the relevant Membership Category.

"Member" means an accepted individual member.

"Member Account" means any facility through which Member Spend may be recorded and settled using the Card on File.

"Member Spend" means charges for food, drink, retail, spa treatments, activities, equipment, guest use, cancellation or no-show charges, damage and other goods or services purchased or incurred by a Member or their guests, excluding Membership Fees.

"Membership Allocation" means a quantified entitlement, such as rounds, lessons, sessions, clays, cartridges, rods or experiences.

"Membership Category" means the category and sub-category stated in the acceptance communication.

"Membership Fees" means joining fees, annual fees, instalments, credit charges and other membership-specific charges (excluding Member Spend) set out in the Fees Schedule.

"Membership Year" means 1 January to 31 December.

"Payment Service Provider" means an authorised third party appointed to process Direct Debits, card payments or payment credentials on behalf of Gleneagles.

"Privacy Notice" means Gleneagles' privacy notice, as updated from time to time, available at https://gleneagles.com/privacy-policy/.

"Responsible Adult" means the legal guardian, parent or other responsible individual who has agreed to pay the Membership Fees on behalf of a Junior Member and guarantee the Junior Member's obligations under this Agreement.

Headings do not affect interpretation. The singular includes the plural. References to writing include email and other durable electronic communications. "Including" does not limit the words before it.

2. Nature and Status of Membership

Membership is a contractual permission to enjoy the applicable Facilities and entitlements. It does not create ownership, voting, management, partnership, agency, employment, fiduciary or proprietary rights in Gleneagles, its estate or Facilities.

Individual Membership is personal, non-transferable and may not be shared. Transfers and substitutions are permitted only where the category particulars allow them or Gleneagles approves them in writing.

3. Application, Information and Acceptance

An application is an offer to contract. Membership begins only when Gleneagles confirms acceptance in writing and the required payment arrangements are in place. Gleneagles may lawfully accept, defer or refuse an application and is not obliged to give reasons. Amounts collected for an unsuccessful application will be returned.

Applicants and Members must provide complete, accurate and current information reasonably required for eligibility, identity, payment, access, safety, safeguarding and service delivery. This may include name, contact details, date of birth, photograph, address, employment or educational status, handicap, experience, competence, licensing, insurance, accessibility requirements and relevant health or safety information. Material changes to such information must be notified promptly.

4. Term, Renewal and Non-Renewal

This Agreement will begin on the date we confirm to you of the acceptance of your Membership (or, where you purchase your Membership online, on the date you purchase your Membership). If you join part way through a Membership Year, your initial membership period will run until 31 December of that year. Thereafter, your Membership will continue for each subsequent Membership Year until we or you cancel it in accordance with these Terms. The Membership Year and any minimum commitment will be stated in the acceptance communication. Unless expressly stated otherwise and subject to the foregoing, Membership is for a fixed annual term. Monthly payment is a method of paying an annual commitment and does not create a monthly cancellable membership.

Unless renewal is expressly by invitation, Membership renews for a further Membership Year unless you notify us in writing 28 days before the start of the next Membership Year that you wish to cancel it. Gleneagles will write to you in advance of this to give you notice that the Membership is due for renewal, together with the renewal date, the applicable Fees Schedule, any material contractual changes and a straightforward route to cancel renewal if you do not wish the Membership to renew.

Gleneagles reserves the right to suspend the sale of Memberships at any time and may reasonably decline renewal for capacity, eligibility, persistent breach, misuse, non-payment, safety concerns or conduct incompatible with Membership. A Member whose category changes through age, status or eligibility may be moved to the applicable category at renewal after notice.

5. Member Fees and Direct Debit

The Member must pay all Membership Fees in accordance with the Fees Schedule (which sets out the cost of each category of Membership) and agreed payment arrangements.

6. Member Spend and Card on File

Member Spend is separate from Membership Fees and must be paid in accordance with the Fees Schedule.

7. Charge Queries, Refunds and Payment Disputes

Members should raise any query concerning Membership Fees, Member Spend or another charge promptly after becoming aware of the relevant transaction. A query should identify the Member, date, amount, outlet or activity and the reason for the query, together with any supporting information reasonably available.

Gleneagles may investigate a charge query using booking records, transaction and point-of-sale records, access records, guest records, receipts, correspondence and other information reasonably required to verify the charge. Gleneagles will handle the query fairly and will communicate the outcome to the Member.

Undisputed sums remain payable while a disputed charge is reviewed. Raising a query does not cancel a Direct Debit mandate, Card on File authority, Membership, an unrelated payment obligation, or any statutory payment or chargeback process available to the Member.

Where Gleneagles determines that a charge has been applied incorrectly, Gleneagles will make an appropriate correction, adjustment or refund. Refunds will normally be returned to the original payment method unless another lawful arrangement is agreed. Any refund remains subject to the Fees Schedule, the applicable booking terms and the Member's statutory rights.

8. Prices, Tax and Financial Records

Prices, surcharges, guest fees, administration charges, cancellation charges and other monetary amounts appear only in the Fees Schedule, relevant tariff or booking confirmation. Unless expressly stated otherwise, published consumer prices include VAT. Gleneagles may adjust tax treatment where required by law and will issue appropriate receipts or invoices.

9. Access, Bookings and Fair Use

Access to Facilities, services, events and Membership Benefits is subject to the Membership Category, availability, capacity, booking requirements, fair-use limits, age, competence, inductions, maintenance, safety, seasonality, weather and operational conditions. Membership does not guarantee access to any particular Facility, provider, course, beat, court, event, date or time.

Gleneagles may implement and amend reasonable booking, cancellation, waiting list, no-show, guest access, fair-use and capacity-management arrangements from time to time to ensure the efficient operation of the Estate and fair access for Members.

Members and their guests must comply with all reasonable booking requirements, operational policies, Codes of Conduct, Membership Handbook provisions and other guidance issued by Gleneagles from time to time.

Repeated late cancellations, no-shows, speculative bookings, misuse of booking systems or other breaches of applicable policies may result in booking restrictions, charges, suspension of privileges, non-renewal of Membership or other action permitted under these Terms.

Where reasonably practicable, Gleneagles will provide notice of material restrictions affecting access to Facilities or Membership Benefits.

10. Membership Allocations

A Membership Allocation is governed by the accepted category particulars. Unless expressly stated otherwise it expires at the end of the Membership Year, has no cash value, cannot be sold or transferred and does not carry forward.

11. Guests

Members must comply with the guest requirements in the Member Handbook. Each Member accepts responsibility for their guests' conduct, safety and charges.

Guest access is subject to availability and to such conditions, limitations, charges and operational requirements as Gleneagles may determine from time to time.

Gleneagles may limit the number of guests permitted, restrict access to particular facilities, impose usage limits or refuse guest access where it reasonably considers it necessary to protect capacity, member experience, privacy, safety or operational requirements.

Further details relating to guest access may be set out in the Membership Handbook and the Fees & Charges Schedule.

12. Benefits, Discounts and Sporting Club

The Benefits Guide is provided for information only and does not form part of the membership contract. Ancillary benefits, events, reciprocal access and preferential rates described in the Benefits Guide are discretionary, may be amended or withdrawn at any time, and do not give rise to any contractual entitlement unless a specific benefit is expressly stated to be contractual in the Member's acceptance communication. Benefits are personal to the Member, category-specific, subject to availability and exclusions, and may change. Benefits have no cash value and may not be sold, transferred, donated, auctioned, raffled, used as prizes or used commercially without our written approval.

Gleneagles may, through the Membership team, offer a discretionary discount from the published list price. Discounts may reflect membership relationships, reciprocal arrangements, employment, executive arrangements, promotions, retention or other commercial considerations. A discount is personal, non-transferable, subject to any written conditions, and creates no right to the same or another discount on renewal. Gleneagles may amend, decline or withdraw a discretionary discount for a future Membership Year on notice.

Sporting Club Membership is available only as an add-on to an existing qualifying Gleneagles Membership. It cannot be purchased or continued as a standalone Membership. If the underlying qualifying Membership ends, the Sporting Club add-on will end at the same time or on the date notified by Gleneagles.

13. Conduct, Privacy and Intellectual Property

Members and guests must comply with the Code of Conduct, signage and reasonable staff instructions. They must act lawfully and respectfully and must not cause harm, nuisance, intimidation, harassment, discrimination, disruption, property damage or reputational harm. Members and guests must respect the privacy and discretion of others and comply with restrictions on photography, recording, devices, press and social media.

Our intellectual property rights including, without limitation, Gleneagles names, trade marks, logos, images, trade dress and other identifying features belong to us and may not be copied, displayed or used without our prior written approval. Membership grants no intellectual property licence.

14. Health, Safety and Safeguarding

Each participant is responsible for deciding whether they are medically fit and competent to participate, and for disclosing information reasonably necessary for safe delivery. Applicable induction, supervision, licensing, insurance, age, height, weight, equipment and protective clothing requirements must be met. No person may participate while impaired. Incidents, hazards, damage and safeguarding concerns must be reported promptly. You must abide by all signage and notices located throughout the Facilities as well as the directions of members of our staff.

15. Changes to Facilities and Benefits Including Closure and Force Majeure

Gleneagles reserves the right to add, remove, modify, suspend, substitute, relocate or restrict any Facility, service, programme, experience, event, access right, Membership Benefit, booking arrangement or Membership Category where reasonably required for operational, safety, maintenance, capacity, regulatory, environmental, estate-management or commercial reasons.

Gleneagles will take reasonable steps to minimise disruption and communicate any material changes to Members. Operating hours, providers, timetables, booking rules, temporary closures, ancillary benefits, reasonable substitutions and seasonal adjustments will not normally constitute a Material Change.

Except where required by law or expressly stated otherwise in these Terms, such changes will not entitle a Member to compensation, a refund or cancellation rights.

16. Suspension and Termination by Gleneagles

Persistent or repeated misuse of facilities, booking systems, guest privileges or Membership benefits, including repeated breaches of operational policies published by Gleneagles, may be taken into account when considering the continuation, renewal, suspension or termination of Membership.

Gleneagles shall have absolute discretion in determining the appropriate action in each case.

Gleneagles may refuse entry, require departure, restrict bookings, suspend Member Account charging, suspend access to Facilities, suspend other Membership benefits, decline renewal or terminate Membership for:

- Non-payment (where such sum remains unpaid thirty (30) days after Gleneagles has notified the Member that payment is overdue);
- Cancellation or repeated failure of required payment arrangements, failure to maintain a valid Card on File, an unpaid Member Account balance, materially inaccurate or invalid payment information;
- Material or persistent breach, misuse, unsafe or unlawful behaviour, dishonesty, damage, unauthorised commercial use or conduct incompatible with Membership (such as harassment, threats, abuse, violence, discrimination, deliberate property damage or unlawful activity); or
- Selling, lending, sharing or otherwise transferring the Member's Membership, credentials or Member Account to another person in breach of Section 2 above.

Gleneagles may also impose proportionate restrictions to Membership where Gleneagles reasonably considers them necessary to manage an unacceptable financial, fraud, operational, safety, privacy or reputational risk. Except where immediate action is reasonably required to protect people, animals, property, privacy, payments, reputation or operations, Gleneagles will notify the Member of the concern and provide a reasonable opportunity to remedy it or respond before exercising its rights under this clause.During suspension, the affected access, privileges and benefits cease and the Member may not circumvent the suspension through another Member or account. Suspension does not itself remove the annual commitment or liability for valid Member Spend. On termination for cause, no refund of any advance payment will be due, except where required by law. Financial consequences, including outstanding Membership Fees, the credit charge, Member Spend, refunds and reinstatement charges, are governed by the Fees Schedule and applicable law.

17. Termination by the Member, Cancellation and Refunds

Your right to cancel during the initial cooling-off period

You may cancel this Agreement for any reason during your initial cooling-off period. Your initial cooling-off period starts on the day you enter into this Agreement and ends 14 days after the day on which you enter into this Agreement.

Your right to cancel during a renewal cooling-off period

You also have a right to cancel this Agreement during a renewal cooling-off period. A renewal cooling-off period applies each time you become liable for an annual membership year. .

Each renewal cooling-off period starts on the day the relevant renewal takes place. It ends 14 days after that day. We will send you a notice at the start of each renewal cooling-off period. It will tell you that your Agreement is continuing, explain your right to cancel, and tell you when the period starts and ends.

How to cancel

To cancel during a cooling-off period, you only need to tell us clearly that you have decided to cancel. You can do this by using the contact details set out in Section 22 below or any other route notified to you by Gleneagles. Ceasing attendance, deleting an app, cancelling a Direct Debit or withdrawing a Card on File is not notice. Valid notice will be acknowledged in durable form.

Your Agreement is cancelled from the moment you send your notice. Your notice is in time if you send it before the end of the relevant cooling-off period, even if we receive it later. We will not charge you any penalty or fee for cancelling during a cooling-off period.

What happens if you cancel during a cooling-off period

When you cancel, neither of us has any further obligations under this Agreement for the period after cancellation. We will refund the payments you have made, except if you have already used the Facilities, then we reserve the right to deduct a proportionate amount based on the services used from any refund due to you.

Your other rights to end the Agreement

Following a Material Change, an affected Member may also terminate within the period stated in the change notice (to be no less than 14 days) and receive the financial treatment described in the Fees Schedule. Statutory rights are not restricted.

Our confirmation of cancellation

When you cancel or end the Agreement or choose not to renew, we will email you confirming the date on which it was cancelled or will end. We will send this within 24 hours if you tell us online, or within 3 working days if you tell us in any other way.

Your other rights

You may also cancel this Agreement without penalty if we fail to give you the key information required by law before you subscribe, fail to send you the reminders required by law, or fail to give you a straightforward way to end your subscription.

Nothing in this clause affects your other legal rights, including your rights under Part 1 of the Consumer Rights Act 2015.

18. Liability, Property and Damage

Nothing limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or any liability that cannot lawfully be limited. For any other liability we have to you, our total liability shall not exceed the total of the annual Membership Fee. This cap on liability applies equally to any Members, Junior Members and their Responsible Adults.

Gleneagles is not responsible for loss or damage that is unforeseeable or caused by failure to follow instructions. Losses are foreseeable where they could be contemplated by you or us at the time of entering into these Terms.

If you suffer an accident whilst at our Facilities, you must promptly report details of the incident to a member of staff on duty.

We do not accept liability for your belongings, vehicles, equipment and animals. All such items brought to our Facilities are brought at the owner's risk. The Member may be responsible for loss or damage caused by them or their guests.

19. Data Protection

Gleneagles is the controller of personal data collected and processed in connection with Membership. Our Privacy Policy is available https://gleneagles.com/privacy-policy/ which contains important information about how we use and protect your personal data.

20. Complaints and Disputes

Complaints should first be raised with the relevant manager or Membership team via contact details set out in Section 22 below. Payment and data protection complaints will be directed to the appropriate responsible team. Gleneagles will investigate fairly and may agree mediation before proceedings. This does not remove any right to contact a regulator, use a card or Direct Debit protection process, or bring a claim.

21. General Terms

The contract documents form the entire agreement. If any term is found to be unenforceable, the rest of these Terms will remain in full force and effect. Delay is not waiver. The Member may not assign this Agreement. Gleneagles may transfer this Agreement within its group or with the relevant business provided Member rights are not reduced. No third party may enforce this Agreement except a lawful successor. Notices will be sent using current contact details, which the Member must keep updated.

Gleneagles may amend these Terms from time to time. Amendments will be notified to Members by email or other durable means. Continued use of the Membership after the effective date of any amendment constitutes acceptance of the amended Terms, except where the amendment constitutes a Material Change (in which case Section 17 applies).

22. Governing Law and Contact

These terms are governed by the laws of Scotland and you can bring legal proceedings in respect of these Terms in the Scottish courts. If you live in England or Wales, you can bring legal proceedings in respect of the Terms in either the English or the Scottish courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the Terms in either the Northern Irish or the Scottish courts.

Membership enquiries: memberships@gleneagles.com | +44 (0)1764 694 424

Gleneagles Hotels Limited, The Gleneagles Hotel, Auchterarder, Perthshire PH3 1NF.

Appendix: The Gleneagles Code of Conduct

1. Respect Others

Treat Members, guests, colleagues and neighbours with courtesy and dignity.

No abusive, threatening, violent, intimidating, discriminatory, harassing or inappropriate conduct.

Avoid excessive noise, offensive language and disruption.

Do not pressure colleagues to disregard safety, payment, eligibility or booking rules.

2. Protect privacy and discretion

Do not photograph, film, livestream or record another person without permission.

No recording in changing, pool, wet, treatment, junior or private areas.

Do not disclose private information about Members, guests, colleagues or events.

Respect seating, conversation and personal space.

Devices must be silent where requested and work calls or laptops used only in designated spaces.

Do not seek, share or misuse another person's account, card, booking or personal information.

3. Act safely and responsibly

Follow signs, briefings, rules and staff instructions.

Do not participate while impaired by alcohol, drugs, medication, illness or fatigue.

Use only areas and equipment for which access and competence are confirmed.

Report incidents, hazards, damage and safeguarding concerns promptly.

Smoking and vaping are limited to designated areas. Illegal substances are prohibited.

4. Preserve the experience

Use shared Facilities considerately and leave them ready for others.

Protect the estate, courses, rivers, wildlife, buildings, equipment and animals.

Observe appropriate dress, hygiene and etiquette for the setting.

Do not use Membership, benefits or Gleneagles branding for unauthorised commercial, political, promotional, auction, raffle or fundraising activity.

Do not bring outside food, drink, animals or equipment where prohibited.

5. Follow team guidance

Comply promptly with reasonable staff directions.

Raise concerns calmly with the responsible manager.

Staff may refuse entry, stop an activity or require departure for safety, privacy or experience.

Serious or repeated breach may lead to restriction, suspension, non-renewal or termination.

Where appropriate, the concern will be explained and the Member allowed to respond.

6. Property, damage and lost items

Use secure storage where available and do not leave valuables unattended.

Report loss or damage promptly.

Members may be responsible for damage caused by them or their guests, subject to law.

Items are brought at the owner's risk. Gleneagles may dispose of unclaimed property under its current lost-property process.

7. Communications and data protection

Keep contact, access, payment and emergency details current.

Review member notices, app messages and booking confirmations.

Essential service, safety, contractual, payment and renewal communications are separate from marketing choices.

Use approved secure routes for payment, health, child or identification information.

The Privacy Notice explains how membership, access, booking, transaction and safety data is used and how rights may be exercised.

8. Feedback and contact

Raise immediate concerns with the manager on duty. Contact memberships@gleneagles.com, +44 (0)1764 694 424, or write to Gleneagles Hotels Limited at the registered address shown on the first page.