

# CLUB GUIDELINES

VALID FROM APRIL 2020



INNOVATIVE HOLIDAY CLUB  
*by* CLUB WYNDHAM

# GUIDELINES

# guidelines

**\*These Guidelines are the official Club operating rules and are in existence to facilitate a smooth and professional Club operation for the benefits of IHC Members.**

## 1. DEFINITIONS

The terms defined in clause 1 of the Constitution of the Club have the same meaning wherever appearing in these Guidelines and the terms below have the following meaning (but if there is any conflict, the definition in the Constitution prevails):

**“Anniversary Date”** means the first day of the month one year following the month in which Member Points are sold, and the same day each year thereafter. Where a Member acquires more Member Points, the Anniversary Date will be the same as the existing Member Points.

**“Anniversary Year”** means the one-year period commencing each year on the Anniversary Date and ending at the end of the day on the day prior to the next Anniversary Date, but in the first year means the period from the date of first sale of Member Points to the end of the day prior to the next Anniversary Date.

**“Annual Levies”** means the annual fees payable by each Member as determined in accordance with the constitution, which are applied towards the Club operations and the upkeep, maintenance and repair of the resort properties. The Annual Levy is prorated during the first year of Membership and is due on January 1 of each year thereafter.

**“Apartment”** means an Apartment at a Club Resort to which Member Points have been allocated by ClubCo, which may consist of a unit or condominium apartment, an interest in a time sharing club, a separately owned dwelling on a lot whether in a development or otherwise, a hotel suite, a house boat, a motor home or a cabin and/or similar facility suitable for human living quarters.

**“Best Fit System”** is a reservation system that assigns the highest priority Apartments for each reservation giving preference to reservations made furthest out.

**“High Demand Dates”** are those dates as determined by IHC from time to time as either having very high occupancy, which typically includes gazetted public holidays and school holidays, or those dates where an Apartment is offline due to maintenance or other issues.

**“Club”** or **“IHC”** means the club established by ClubCo.

**“ClubCo”** means the company called Club Wyndham Asia (HK) Ltd that is incorporated in Hong Kong with its registered office c/ Baker & McKenzie, 14th Fl, One Taikoo Place, 979 King’s Road, Quarry Bay, Hong Kong.

**“Club Manager”** and **“Developer”** means the company called Wyndham Destinations International Ltd that is incorporated in Hong Kong with its registered office c/ Baker & McKenzie, 14th Fl, One Taikoo Place, 979 King’s Road, Quarry Bay, Hong Kong, and which is responsible for managing the Club and its Resorts.

**“Constitution”** means the IHC Constitution.

**“Daily Point Values”** is a separate printed document constituting part of these Guidelines. This document is the schedule of how many Points are required to stay in each Apartment on a daily, weekly and seasonal basis and a schedule of the seasons assigned to each Apartment. “Red” is for the high demand period, “White” is for the mid demand period and “Blue” is for the low demand period.

**“Executive Locations”** means those locations, determined either by geographic or Resort location, as decided by ClubCo, where the operating costs or service fees are not covered by Member Levies payments.

**“Flexi-Levy”** allows Members to take a break from paying their Annual Levies by notifying Club Manager in writing within 30 days of the Annual Levies invoice date.

**“Governing Documents”** means the Articles of Association of ClubCo, the Club Constitution, these Guidelines, the Product Disclosure Statement and the Application Form completed by a Member, all as amended from time to time, and any other document from time to time which regulates Membership in the Club.

**“Guest”** means a person other than a Member who uses the Resort through the rights of a Member in accordance with the Governing Documents, and also includes an invitee of the Club.

**“Member”, or “Club Member”** means any person who is issued with Member Points as an individual or jointly with any other person. All Members are subject to these Guidelines. Being a family member of a Member, or living in the same residence as a Member, does not result in any Member’s rights being available to that person and any Club use or exercise of any Club privileges and benefits are subject to these Guidelines.

**“Member Services Consultant”** means a Club representative employed to process Member holiday booking requirements.

**“Nominated Person”** means the person who is authorised to make and cancel holiday reservations, where the Member is a body corporate or where the Membership comprises more than two natural people. Where relevant, reference to ‘Member’ in these Guidelines is a reference to the Nominated Person of that Member(s).

**“Occupant”** means a person occupying Club property for any period of time and any derivations thereof have a corresponding meaning.

**“Points”** means Member Points and such other class of Points that ClubCo may introduce from time to time, with such rights and obligations as set out in writing at the time of their creation and issue.

**“Points Available”** are the total number of Points available for use in a Member’s account, whether current or borrowed.

**“Points Owned”** are the total number of Points purchased and held, which are renewed annually.

**“Member”** means a Member who holds Member Points.

**“Member Points”** are Points that exist for the life of the Club or, if less, for the term stated in the Member certificate, as well as for stays at all present and future Apartments. The usage value of these Points renews annually on the first day of the Anniversary Date of their purchase. These Points are transferable, subject to the terms of the Club Constitution.

**“Qualified Points”** are Member Points that have been purchased from the Developer.

**“Qualified Members”** are those Members who own Qualified Points.

**“Red Season”** means the high demand period as specified in the Daily Point Values.

**“Resort”** means Apartments and associated Common Areas appurtenant to such Apartments.

**“Resort Manager”** means the general manager or resort manager of the Resort where the guest is staying.

**“Resort Regulations”** means those regulations governing the use of resorts not managed or operated by the Club Manager.

## 2. RESORT REGULATIONS

Where the Club owns or leases Apartments in a timeshare or other resort that is not operated by the Club Manager, the Resort Regulations of that timeshare or other resort insofar as they relate to the use of the resort, have precedence over these Guidelines and all Members must, to the extent applicable, comply with those Resort Regulations.

## 3. ADMINISTRATION

### 3.1 NOMINATED PERSON

If the Members’ Membership comprises of more than two natural people, or the Member is a body corporate, the Member(s) must designate a Nominated Person. The Nominated Person is the only person authorised to make and cancel holiday reservations. The Member(s) are however bound by, and are responsible for, the actions of the Nominated Person. Where relevant, reference to ‘Member’ in these Guidelines is a reference to the Nominated Person of that Member(s).

### 3.2 MAINTENANCE PERIOD

The Club will reserve seven nights and days, not necessarily consecutive, during each calendar year as a maintenance period for each Apartment, during which period the Club will maintain, refurbish and repair the Apartment as necessary. The Club may determine from time to time which days and nights will be the maintenance period for each Apartment. No reservations for an Apartment are accepted during this maintenance period.

### 3.3 AMENDMENTS

ClubCo may amend these Guidelines from time to time in accordance with the Constitution. This may include the amendment of any fees or hours of operation listed in these Guidelines.

### 3.4 VIOLATIONS

- (a) Failure to abide by these Guidelines, other Governing Documents of the Club, or any individual Resort Regulations may result in either one or more of the following:
  - (i) temporary or permanent suspension of the defaulting Member's rights and privileges including, but not limited to, the temporary or permanent suspension of current or future bookings at one or more Club Resort or Apartment by the Member, Guest or invitee. Where a Membership is held by more than one Member, the suspension can be applied to one or more Members; and/or
  - (ii) immediate cancellation of any current or existing booking at a Club Resort or Apartment.
- (b) Any Member whose rights and privileges are suspended either temporarily or permanently is prohibited from visiting or staying at any Club Resort or Apartment during the period of their suspension.

### 3.5 DISCIPLINE

The Constitution includes the power for the Club to terminate occupancy at the Resorts or a specific Resort for violation of the Guidelines, the Constitution, other Club Governing Documents, the Resort Regulations or any directions given by the Club Manager.

### 3.6 ENFORCEMENT

- (a) The Club Manager has full authority to implement these Guidelines and any Resort Regulations and can cancel a booking and request a Member and/or Guests to immediately leave the Club Resort or Apartment if he/she deems it necessary and in the interests of other Members; and
- (b) Member Services Consultants have full authority to apply these Guidelines when processing reservations for Club Resorts or Apartments. Any complaint or grievance by a Member concerning the onsite management, any employee of the Club or any matter relating to the Club and Resorts is to be made in writing to the Club.

### 3.7 ADMINISTRATIVE FEES

The Constitution includes the power for the Club to charge administrative fees when any levies (annual or special levies) are not paid by the date due and to set fees for the transfer of Points. These fees are set forth below and may be amended from time to time, by the Club:

- (a) Levies not paid by the due date are subject to a late fee of US\$15 per notice sent.
- (b) Default interest at such rate as may be prescribed from the due date until the date such levy is received. The current interest rate is 15%.
- (c) A return cheque charge of US\$25 (including direct debits)
- (d) An administrative fee of US\$200 is payable for each transfer of Points. A US\$25 fee is also payable for each one-time transfer of Points.
- (e) An administrative fee of US\$100 is payable if you add or remove a Member and US\$300 is payable when Memberships are split or combined.

### 3.8 PUBLICATION FEES

If Members request additional copies of printed publications and/or marketing materials to be issued, the Club reserves the right to charge a fee as determined by the Club from time to time for the issue and distribution of such printed publications and/or material.

## 4. RESERVATIONS

### 4.1 POINT RESERVATIONS

- (a) Members may reserve time for occupying Apartments to the extent allowed by the use of a Member's Points, subject to the Constitution, these Guidelines and the availability of Apartments. Reservations may be made only by a Member and only by using their own Points account.
- (b) The Club honours reservations on a first to book, first served basis and confirms reservations in writing and assigns each a reservation number. The Club only honours reservations that are confirmed in writing to a Member.
- (c) The Club is not responsible for conflicting reservations and cancellations of joint Members. If such conflict occurs, the Club reserves the right to suspend any usage of the Members' Points account until the joint Members have resolved their conflict in writing to the Club, such notice to the Club being duly signed by each of the joint Members.

- (d) Apartments, subject to specific exemptions as contained in the Developer's benefits program guide, are assigned by the Best Fit System so that stay opportunities for all Members are maximised. Apartments are not assigned at the time of check-in. All Apartments are ranked in order of preference with special features, such as views, given the highest priority.

The Best Fit System assigns the highest priority Apartment available for the length of stay, giving preference to reservations made furthest out. Subject to applicable legal requirements, special requests may be accepted at the time of making the reservation with medical documentation, however it cannot be guaranteed although all attempts will be made to honour the request. If all Apartments are allocated at the time of a request for reservation, the Club will notify the Member, who is entitled to request another reservation.

- (e) Members are responsible for any taxes related to their usage of Apartments, such as sales tax or transient occupancy tax. Taxes must be pre-paid at the time of making the reservation.

#### **4.2 GUEST USE**

- (a) Any non-Member use, whether by rental or by gift, is considered Guest usage. The Member making the reservation is responsible for Guest behaviour, charges resulting from Guest usage, and Guest compliance with all applicable Club Guidelines and Resort Regulations.
- (b) The Member does not have to be present during Guest usage of Points, however the Member is responsible for making the Guest's booking and any communication relating to such booking.
- (c) A Member may charge a Guest for use of Points at whatever amount the Member and the other party agree, however a Member is not permitted to rent or use reservations for any ongoing commercial enterprise or purpose.

#### **4.3 REQUESTS FOR RESERVATIONS**

- (a) A Member wishing to use his or her Points may request the Club to reserve an Apartment for his or her chosen holiday time.
- (b) Requests for reservations may be made to the Club online, by telephone, letter, fax or email as directed by the Club during business hours, Monday to Friday, 8am to 4.30pm, ("HKST"). These hours are subject to change and notice will be given to Members via the Members' newsletter publication. Reservation requests by letter and email are

accepted but the Club is not responsible for lost documents or timeliness of bookings. Telephone and electronic bookings take first priority in the processing of reservations.

- (c) Members are able to make reservations up to 12 months in advance of the first day of their stay at Club Resorts
- (d) Qualified Members may be able to participate in an exchange program with other Wyndham Vacation Ownership Clubs at participating resorts in various locations as determined by the Developer from time to time. Qualified Members may make an exchange reservation (subject to availability) using Qualified Member Points up to 11 months in advance of the first day of their stay.
- (e) When exchanging into a participating resort, Qualified Members are responsible for: abiding by the Rules and Guidelines of that resort and if applicable, Club; any usage fees or taxes; and any occupancy taxes, fees or charges applicable to international resorts that may be imposed by the local authorities. Qualified Members participating in the agreement must pay all charges, fees or costs imposed at the time of making the reservation.

#### **4.4 CONFIRMATION OF RESERVATIONS**

All reservations must be confirmed by the Club in writing or by email, and a reservation number must be assigned before it is valid. This reservation confirmation must be presented at the time of check-in at the Resort. The confirmation will state the number of Points charged for the reservation and the Member's Point balance for the remaining annual period. If a reservation confirmation is not promptly received, the Member should call IHC Member Services. The Member is responsible for verifying the accuracy of the reservation upon receipt of the confirmation and immediately notifying IHC Reservations of any errors. The Club does not guarantee any reservation other than that confirmed on the printed confirmation. A Guest name must be advised at the time of making a Guest reservation to ensure the correct name is printed on the confirmation and to avoid entry to the Apartment being refused.

#### **4.5 DELINQUENCY**

- (a) No reservation requests shall be confirmed if a Member is delinquent in the payment of Club levies, any amount owing to the Club or owed on or in connection with the agreement for the purchase of Points.

- (b) If following the receipt of confirmation of reservation as set out at regulation 4.4, a Member is delinquent in the payment of Club levies, any amount owing to the Club and/or delinquent under the agreement for purchase of Points, the confirmed reservation may be cancelled by the Club in accordance with regulation 4.7 cancellations, set out below.

**4.6 LAST 48-HOUR EXEMPTIONS**

Any Apartments which have not been reserved at least 48 hours before use will be open for reservations which will be exempt from the following requirements:

- Regulation 4.1: number of Point reservations.
- Regulation 4.8: length of stay.

**4.7 CANCELLATIONS**

- (a) A Member, or the Club pursuant to regulation 4.5, may cancel a reservation by notice to the Club in such manner as notified by the Club from time to time.
- (b) A Member will not be charged a cancellation fee as set out in regulation 4.7(c) if they give notice to the Club within the following periods:

|                                 |   |
|---------------------------------|---|
| For Reservations Made           | No penalty if cancellation is received no later than: |
| 61 days to 14 months in advance | 30 days before check-in                               |
| 15 days to 60 days in advance   | 10 days before check-in                               |
| 48 hours to 14 days in advance  | 48 hours before check-in                              |
| 0 hours to 48 hours             | No refund available                                   |

- (c) If a Member cancels a reservation outside the periods set out in regulation 4.7(b), the applicable number of Points for the reservation is forfeited.
- (d) All Points which have been forfeited in accordance with regulation 4.7(c) may be reinstated by the Club if the cancellation was due to the death or a serious medical condition of a Member, their immediate family or their Guest. Any reinstatement of Points will be made at the sole discretion of the Club and will only be made once the Club has received documentary evidence which substantiates, in the opinion of the Club, the request for reinstatement. The reinstated Points usage rights shall not exceed three months from date of reinstatement.

- (e) Despite regulation 4.7(a) and 4.7(c), the Member will not be charged a cancellation fee and does not forfeit the applicable number of Points if the Member:
  - (i) alters a reservation by increasing the number of reserved nights at the reserved Apartment; or
  - (ii) alters a reservation by upgrading the type of reserved Apartment, on condition that the number of nights reserved for the reservation does not decrease; or
  - (iii) cancels a reservation and reinstates that cancelled reservation, subject to availability, provided that the cancelled reservation is not reserved by another Member, Guest or person. It is a further condition that the cancelled reservation cannot be rebooked using points that have expired during the period between the cancelled reservation and the attempted rebooking.
- (f) Despite regulation 4.7(a) and 4.7(c), the Member is entitled to reduce the number of nights reserved, however the Member will be charged a cancellation fee and forfeit Points. The Points forfeited by the Member will equal the difference in the number of Points used to reserve the Apartment prior to the reduction and the number of Points used to reserve the Apartment immediately after the reduction.
- (g) Despite regulation 4.7(a) and 4.7(b), the Member is entitled to downgrade the type of reserved Apartment, however the Member will be charged a cancellation fee and forfeit Points. The Points forfeited by the Member will equal the difference in the number of Points used to reserve the Apartment prior to the downgrade and the number of Points used to reserve the Apartment immediately after the downgrade.
- (h) There is a 48-hour waiting period between a cancellation and a new reservation if a Member cancels a four-day or greater reservation in Red Season and requests to re-book that same reservation for less than four days within 90 days or less of occupancy;

**4.8 LENGTH OF STAY**

There is no minimum stay per reservation.

**5. RENTING BY THE CLUB**

- (a) Where a Member has elected to use Flexi-Levy, Club may rent out such Member's allocation to stay at an Apartment to generate revenue to pay for the Annual Levies.

- (b) The Club may rent Apartments to the general public within 47 hours of a reservation if a Member has not made a reservation for such Apartment by that time. All net proceeds from such rentals accrue to the Club.
- (c) On an exception basis, provided Member demand takes precedence over rental demand and subject to the following directives, the Director of Resort Operations may approve rental programs where:
  - (i) significant benefits accrue to the Club and Members;
  - (ii) either:
    - a high degree of certainty permits reliable forecasting of the number of Apartments available for renting without impacting a Club Member's ability to reserve an Apartment; or
    - an Apartment is placed into the Club for a period less than 12 months and due to there being no reliable occupancy history it is very difficult to reliably forecast the impact of renting that Apartment, and there remains within the Resort a margin of between 10% and 20% of Apartments available for Members at any one time.
  - (iii) commitments will not extend through more than one high season and will not exceed 12 months prior to arrival.

These rules have been put in place to protect the interests of the Members, so that the Club may receive income for Apartments that would otherwise stand empty because of changes at short notice.

## 6. BORROWING POINTS

A Member may, in a current Anniversary Year, use Points from the following Anniversary Year provided that all Annual Levies for the Points are paid.

## 7. UNUSED POINTS

- (a) Points which are unused by a Member at the end of an Anniversary Year will expire at the end of that Anniversary Year. The travel date can be made as per the timeframes in 4.3(c) for Club Resorts as long as the reservation is made prior to the Points expiring. Point reservations using expiring Points will not be restored if cancelled after the expiry date.

## 8. HOUSEKEEPING SERVICES

A housekeeping service occurs daily at each Apartment. Daily housekeeping may not be available at stays made through an exchange booking or at affiliated resorts.

## 9. GENERAL USE OF THE RESORT

### 9.1 CHECK-IN/CHECK-OUT PROCEDURES:

- (a) (i) All Members or guests who will be staying at the Resort shall immediately on arrival call at the Resort office to advise of their arrival.
- (ii) All people who anticipate arriving after 5pm shall prior to that time advise the Resort office accordingly.
- (b) At the time of check-in at the Resort a person must present written confirmation of their reservation received from the Club.
- (c) Apartments may be occupied at any time after 4pm on the day of commencement of their occupation and must be vacated no later than 12 noon on the day of termination of their occupation unless the specific resort rules determine otherwise.
- (d) Occupants who arrive at the Resort earlier than, or who wish to leave later than, the times referred to in regulation 9.1(c) may use the recreational and sporting facilities available to the Resort.
- (e) Facilities use: additional equipment may be available at some resorts and usage fees may be applicable.

### 9.2 FAILURE TO VACATE

- (a) If a Member or Guest ("non-vacating Member or Guest"):
  - (i) fails to vacate an Apartment at the end of the Point Use or such later time as may be agreed to by the Resort Manager; or
  - (ii) otherwise makes unauthorised use of an Apartment during a period other than such Member's Point Use, or prevents another Member or Guest ("detained Member or Guest") from using or occupying an Apartment during such other Member's Point Use, then the non-vacating Member or Guest:
    - A. is subject to immediate removal, eviction or ejection from the Apartment wrongfully used or occupied. If the non-vacating Member or Guest is not present at the time of removal, eviction, or ejection the property of the non-vacating Member or Guest will be removed from the Apartment and placed in storage;
    - B. is deemed to have waived any notice required by law concerning any legal proceedings regarding removal, eviction or ejection, to the extent such waiver is permitted by law;

- C. must reimburse the Club and the detained Member or Guest for all costs and expenses incurred by the Club and such detained Member or Guest as a result of such conduct including costs of reasonable alternate accommodation, travel costs, court costs, and actual legal fees incurred in connection with the removal, eviction or ejection of the non-vacating Member or Guest and costs, including legal fees, incurred in collecting such amounts.
- (b) The Resort Manager may use whatever methods he/she deems appropriate to remove the non-vacating Member or Guest from the Apartment and may, but is not obliged to, assist the detained Member or Guest in finding comparable alternate accommodation during such late departure. If the Resort Manager determines, in its absolute discretion, to contract for a period greater than the Point Use which the detained Member or Guest was prevented from using in order to obtain adequate alternate accommodation, the entire cost of the alternate accommodation is for the account of the non-vacating Member or Guest.
- (c) If a Member or Guest renders an Apartment uninhabitable by an intentional or negligent act, such Member or Guest is deemed a non-vacating Member or Guest for such period as the Apartment remains uninhabitable and is subject to the consequences described in this regulation 9.2 and may have his or her Membership in the Club suspended or terminated.

### **9.3 RESTRICTIONS ON USE OF ANY FACILITY**

The Resort Manager may, for any reason, impose restrictions for any period on the use of any facility at the Resort, in which case no person can enter upon or use such facility in contravention of those restrictions. Members and Guests must comply with any such restriction.

### **9.4 NON-AVAILABILITY OF APARTMENT**

If a Member has a confirmed reservation for a Point Use and there is no Apartment available at the Resort for which the reservation was made, then the Resort Manager will try and arrange comparable alternate accommodation for such Member at the Club's expense, in the same Resort if possible.

### **9.5 RENTING OF APARTMENTS**

- (a) A Member may charge a fee for the use of an Apartment reserved using the Member's Point Use by a Guest subject to any restrictions imposed by the Resort Manager in order to comply with any law or requirement of any governmental agency, and on such terms as the Club Manager considers appropriate from time to time, but must not do so as part of an ongoing commercial enterprise.
- (b) The Club Manager is entitled to determine, in its discretion, whether or not a Member is conducting an ongoing commercial enterprise and such Member must immediately comply with any request from the Club Manager or its employees to provide information that may be required to assist with this determination.

## **10. USE OF APARTMENTS**

### **10.1 HOLIDAY OCCUPANCY**

- (a) No Apartment is held for other than accommodation purposes and occupancy is subject to the occupancy limits set out in regulation 10.1(b). ClubCo is not in any way restricted by this Regulation, 10.1(a) in its activities pertaining to the sale of Points.
- (b) A Member must not permit more than the following numbers of people, including children of any age, to occupy an Apartment at any one time (including day visitors):
  - Studio or hotel room: 2 people
  - One bedroom: 2 - 4 people
  - Two bedrooms: 4 - 6 people
  - Three bedrooms: 6 - 8 people
  - Four bedrooms or Presidential Suite: 8 - 10 people
- (c) Apartments may vary in occupancy limits between Resorts and Members are advised of the relevant occupancy limits at the time of making a reservation. Club occupancy limits will be strictly enforced.
- (d) Members checking into a Resort with more people in their party than the occupancy limit for the relevant Apartment will be given the opportunity to reserve a larger Apartment, if available, subject to use of additional Points, or to reduce the number of people in their party or if necessary, to vacate.
- (e) IHC may use any of the Apartments for sales tours when not reserved and occupied by a Member or Guest.



- (f) Members and Guests are the only people permitted to occupy an Apartment. Members and Guests must ensure that children under the age of 18 years only occupy an Apartment under parental supervision.
- (g) In each Apartment there is an inventory list of all items. The occupant should report any missing items, or damage noticed, in the assigned Apartment to the Resort Manager as soon as possible after check-in. At the end of each period of occupancy, an inspection of the Apartment, its furnishings and equipment is conducted.
- (h) The Member is responsible for any damage or loss of any items that might occur during occupancy by a Member or a Member's Guest. Charges for any missing items, damage during occupancy, excessive cleaning requirement or charges for any unpaid services are billed to the Member. The Member must pay that bill in the time indicated in it. Non-payment of such charges is cause for suspension of reservations made or intended to be made and occupancy privileges until paid in full.
- (i) Members, Guests and other people must not bring into, store or use any flammable chemical, liquid, gas or other material in an Apartment, other than materials intended for proper use in such Apartment.
- (j) Members, Guests and other people must not make any structural changes, reorganise or remove furniture, wall hangings, floor coverings, or undertake any redecorating of any type within the Apartments or other areas of the Resort.
- (k) Members, Guests and other people must not use power equipment, workshops, or engage in car or boat maintenance (other than emergency work) on or at the Resort.
- (l) Members, Guests and other people must not undertake any activities which will affect the plumbing, electrical systems or structural integrity of any improvement or which will alter any structure on or at the Resort.
- (m) Members, Guests and other people must not undertake any business, commercial or marketing activities of any type on or at the Resort, with the exception of those activities undertaken by the Club or Wyndham Destinations International Ltd at any Apartment or resort unless the Member or Guest undertaking the activities has the prior written consent of the Resort Manager.

## **10.2 INSURANCE**

Members, Guests and other people must not do anything in or upon any Apartment or at any Resort property which will increase the cost of, or cause the cancellation of, any insurance maintained by the Club, the Club Manager or the Resort covering liability, fire damage, theft and other risks customarily insured against in similar projects, without the express written consent of the Club Manager.

## **10.3 INSPECTION**

The Resort Manager may inspect the Apartments at all reasonable hours.

## **10.4 RIGHT OF ENTRY**

The Resort Manager may, at reasonable times and upon reasonable notice, enter any Apartment for the purposes of maintenance.

# **11. USE OF RECREATIONAL AND SPORTING FACILITIES**

## **11.1 SWIMMING POOL AREA**

Members, Guests and other people must not:

- (a) enter the swimming pool, children's pool or spa pool after physical exertion without first showering;
- (b) bring into the swimming pool area any glass or breakable item; or
- (c) enter the swimming pool, children's pool or spa pool unless he or she is wearing a swimming costume. If there is disagreement over what constitutes a swimming costume, the Resort Manager's decision is final and binding.

# **12. CONDUCT AND GENERAL USE OF THE RESORT**

## **12.1 CONDUCT AND GENERAL USE OF THE RESORT**

The Club may establish and post specific rules about the orderly management of each Resort. All people, whilst at the Resort, must:

- (a) abide by the Constitution of the Club and these Guidelines;
- (b) comply with any requests and directions of the Resort Manager;
- (c) not conduct themselves in any manner either:

- i. in violation of any law or ordinance; or
  - ii. that may be a nuisance, disturbance, hazard, or an unreasonable interference with the use and peaceful enjoyment of the Resort by other Members and Guests;
- (d) not use the Resort for any purpose which is, or may be, illegal or injurious to the reputation of the Resort or the Club;
  - (e) not mark, paint, drive nails, screws or the like into, or otherwise damage or deface, any part of the Resort;
  - (f) not hang any washing or other article from any part of the Resort including patios and railings and do things so as to be visible from any other Apartments or Common Area, except where provision is made in the Apartments to do so, without the prior written consent of the Resort Manager;
  - (g) not camp or erect any temporary structure at the Resort without the prior written consent of the Resort Manager;
  - (h) not install or maintain any exterior lighting on any Apartment or the Common Area without the prior written consent of the Resort Manager; or
  - (i) not barbecue in any place other than in designated barbecue areas.

## **12.2 THE DISPOSAL OF RUBBISH AND GENERAL CLEANLINESS**

All people whilst at the Resort must:

- (a) have regard for and keep clean, neat and tidy their Apartment and all other parts of the Resort;
- (b) not leave any garbage, rubbish, waste, disposable napkins, bottles and cans otherwise than in the receptacles provided; and
- (c) notwithstanding clause 8, be charged a minimum of US\$100 for the disposal of rubbish and cleanliness of the Apartment, where in the opinion of the Resort Manager the Apartment has been vacated and left with an unacceptable amount of rubbish and/or in an unacceptable condition.

## **12.3 MOTOR VEHICLES**

- (a) All people whilst at the Resort must not:
  - (i) drive or cause to be driven any motor vehicle, motorcycle, trailer or caravan faster than walking pace at the Resort, or cause any undue noise or fumes from it;

- (ii) clean, wash or service, or repair any motor vehicle, motorcycle, trailer, caravan or boat at the Resort without the express written permission of the Resort Manager (except in the case of an emergency) and should such permission be given, then in strict accordance with any directions that the Resort Manager may give;
  - (iii) keep, park, store or maintain any stripped down, wrecked or junk motor vehicle at the Resort;
  - (iv) operate any off-road unlicensed motor vehicle at the Resort or the Common Area; or
  - (v) park any commercial motor vehicle bearing commercial signs or markings at the Resort unless such motor vehicle is used as the Member's means of personal transportation and provided that the Resort Manager determines that such signs and markings are unobtrusive and inoffensive.
- (b) All motor vehicles used by or belonging to the Members or Guests must be parked only in marked parking areas, enclosed parking or garage areas appurtenant to the Resort and which are available for parking by Members and Guests.
  - (c) Any motor vehicle located at the Resort in violation of these Guidelines or the Resort Regulations may be towed away and stored in compliance with the law, notwithstanding who owns such motor vehicle. Charges for towing and storage are assessed against the Member responsible for the presence of such motor vehicle.

## **12.4 CHILDREN**

All people whilst at the Resort must ensure that any child for whom they are responsible is properly supervised at all times. Children are expected to play and behave in a manner that does not create any undue disturbance to the holiday enjoyment of other Members, Guests or other people or cause damage to property.

## **12.5 ANIMALS**

Members, Guests or other people must not bring or keep on the Resort any animal, bird or reptile at the Resort, including in any type of vehicle.

## **12.6 COLLECTION FOR CHARITIES/COMMERCIAL ACTIVITIES**

Members, Guests or other people must not, whilst at the Resort, without the express prior written consent of the Resort Manager:

- (a) collect or solicit from any person any monies or other contributions for charitable or other purposes;
- (b) sell any tickets in or otherwise conduct any lottery or raffle; or
- (c) undertake any other commercial activities.

## **12.7 ADVERTISING AND MARKETING**

Members, Guests or other people must not, whilst at the Resort, without the express prior written consent of the Resort Manager:

- (a) advertise, market or cause the advertising or marketing of any matter of any kind or display or exhibit any material whatsoever; or
- (b) approach or solicit any Member or guest for any professional, business or commercial purpose.

This regulation 12.7 does not limit ClubCo in its activities concerning the sale of Points.

## **13. GUEST USE AND VISITORS**

- (a) Members and Guests may invite visitors to the Resort but those visitors may only be at the Resort whilst in the company of the inviting Member or Guest and such visitors may not exceed the occupancy limit allowed for the Apartment.
- (b) Members and Guests must advise the Resort Manager of intending visitors to assist the Resort Manager in maintaining security at the Resort.
- (c) Any use of Points by a person other than a Member, whether by rental or by gift, is considered usage by a Guest as stated in regulation 4.2.

## **14. LIABILITY FOR MEMBERS' AND GUESTS' PROPERTY**

### **14.1 SECURITY**

Members and Guests should lock their Apartments when unattended. Any suspicious or unusual activity should be reported immediately to the Resort Manager.

### **14.2 LIABILITY**

Members and Guests occupy and use the Resort and the Apartments at their own risk. They hereby release and indemnify IHC, the Club Manager, the Club and their respective officers and employees from and against any action or demand due to any damage, loss, costs, injury or death caused by or as a result of the Members' or Guests' act, use or occupation of the Resort and Apartments, except to the extent that it was caused by the wilful or negligent act or omission of IHC, the Club Manager or the Club.

### **14.3 LOST PROPERTY**

All property lost or found should be reported to and, if found, handed to the Resort Manager.

### **14.4 STORAGE OF PROPERTY**

Except in areas which may be designated for such purpose by the Resort Manager, neither Members nor Guests may store personal property on the Resort other than within an Apartment during occupancy.

## **15. SUPPLY OF INFORMATION**

The Club will, upon application made to it in writing or via email to [membersupport@ihc-wyn.com](mailto:membersupport@ihc-wyn.com) from a Member or by a person authorised in writing by such Member and on payment of a fee as is determined from time to time by the Club, provide the Member or person authorised by the Member with a completed statement of those details.

## **16. AFFILIATIONS AND REWARD PROGRAMS**

### **16.1 ADDITIONAL BENEFITS**

From time to time the Club may enter into certain resort affiliation arrangements or reward programs through which Members can use, exchange or trade in their Points for accommodation rights and/or other non-monetary benefits or rewards. Members will need to comply with the rules and guidelines governing such arrangements or programs in particular relating to use, exchange or trade in or of their Points.

### **16.2 USE**

For the purpose of guideline 7 herein, the Points are deemed to be used or cease to be unused when the Club receives a confirmation exchange or redemption in accordance with the relevant affiliation arrangement or reward program for such Points.



INNOVATIVE HOLIDAY CLUB  
by CLUB WYNDHAM

Email **(Member Services)** [membersupport@ihc-wyn.com](mailto:membersupport@ihc-wyn.com)  
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We Chat

