

# **Classic Holiday Club**

## **REGULATIONS**

<b>1</b>	<b>DEFINITIONS &amp; INTERPRETATION.....</b>	<b>1</b>
<b>2</b>	<b>RESORT REGULATIONS [NON CLASSIC HOLIDAYS MANAGED RESORTS] .....</b>	<b>3</b>
<b>3</b>	<b>ADMINISTRATION .....</b>	<b>3</b>
3.1	NOMINATED PERSON.....	3
3.2	MAINTENANCE PERIOD .....	3
3.3	AMENDMENTS .....	3
3.4	VIOLATIONS.....	3
3.5	DISCIPLINE .....	3
3.6	ENFORCEMENT.....	3
3.7	DISCIPLINE OF STAFF.....	3
3.8	ADMINISTRATIVE FEES.....	3
<b>4</b>	<b>USE POINTS .....</b>	<b>4</b>
4.1	GENERAL .....	4
4.2	EXPIRY OF USE POINTS .....	4
<b>5</b>	<b>RESERVATIONS.....</b>	<b>4</b>
5.1	USE POINTS RESERVATIONS .....	4
5.2	REQUESTS FOR RESERVATIONS .....	5
5.3	HOLIDAY EXCHANGE .....	ERROR! BOOKMARK NOT DEFINED.
5.4	CONFIRMATION OF RESERVATIONS .....	5
5.5	GUEST BOOKINGS .....	5
5.6	MEMBER SPECIAL OFFERS.....	6
5.7	DELINQUENCY.....	6
5.8	BOOKING CANCELLATIONS.....	6
5.9	LENGTH OF STAY AT CLASSIC HOLIDAYS MANAGED RESORTS.....	7
5.10	MID-WEEK & WEEKEND RESERVATIONS AT CLASSIC HOLIDAYS MANAGED RESORTS .....	7
5.11	NON MEMBER USE- GUEST USAGE.....	7
<b>6</b>	<b>AFFILIATIONS AND REWARD PROGRAMMES .....</b>	<b>7</b>
6.1	ADDITIONAL BENEFITS .....	7
<b>7</b>	<b>CLASSIC HOLIDAYS MANAGED RESORTS .....</b>	<b>7</b>
7.1	HOUSEKEEPING SERVICES.....	7
7.2	GENERAL USE OF THE RESORTS.....	7
7.3	RESTRICTIONS ON USE OF ANY FACILITY.....	8
7.4	NON-AVAILABILITY OF APARTMENT .....	8
7.5	USE OF CLUB APARTMENTS AND OCCUPANCY LIMITS.....	9
7.6	GENERAL .....	9
7.7	CONDUCT AND GENERAL USE.....	10
7.8	DISPOSAL OF RUBBISH AND GENERAL CLEANLINESS .....	10
7.9	MOTOR VEHICLES .....	10
7.10	CHILDREN .....	10
7.11	ANIMALS .....	10
7.12	ADVERTISING .....	11
7.13	COLLECTION FOR CHARITIES.....	11
7.14	PERSONAL CHARGES .....	11
7.15	MANAGEMENT HOURS.....	11
<b>8</b>	<b>SPORTING AND RECREATIONAL EQUIPMENT .....</b>	<b>11</b>
8.1	CARE AND USE OF SPORTING EQUIPMENT .....	11
8.2	SWIMMING AND SPA POOLS, SAUNA & GYMNASIUM .....	12
8.3	DAY USE.....	12
<b>9</b>	<b>CONDUCT OF MEMBERS AND GUESTS .....</b>	<b>12</b>
9.1	RIGHT TO REMOVE, CENSURE, AND FINE OR SUSPEND .....	12
9.2	VISITORS.....	12
<b>10</b>	<b>LIABILITY OF CLUB FOR MEMBERS AND GUESTS PROPERTY .....</b>	<b>13</b>
10.1	SECURITY .....	13
10.2	LIABILITY OF THE CLUB.....	13
10.3	LOST PROPERTY.....	13
10.4	STORAGE OF PROPERTY .....	13
<b>11</b>	<b>SUPPLY OF INFORMATION .....</b>	<b>13</b>
	FORM 1- CLASSIC ESCAPES MEMBERSHIP STATEMENT OF PARTICULARS.....	13
	FORM 2- CLASSIC POINTS MEMBERSHIP STATEMENT OF PARTICULARS .....	13

The Responsible Entity has established these Regulations as the official Club operating rules to facilitate a smooth and professional operation of Classic Holiday Club for the benefit of all Classic Holiday Club Members. All Members, guests and other persons at each Club Apartment or Resort must comply with these Club Regulations.

## **1 DEFINITIONS & INTERPRETATION**

### **1.1 In these Regulations:**

The terms defined in clause 1 of the Constitution of Classic Holiday Club ('the Club') have the same meaning wherever appearing in these Regulations.

**Account Fee** means the fee charged annually to all Members to cover the operating, administration and compliance costs of the Club. The Account Fee is due by 31 July each year.

**Anniversary Date** means for Classic Points Members and Limited Classic Points Members the first day of the month, commencing 1 year following the month in which Club Points were issued to the Member; the year starting on this Anniversary Date and ending on the next succeeding Anniversary Date is referred to as the Use Year. Where a Member acquires more Club Points, the Anniversary Date of the new Club Points shall be the same as the Anniversary Date of the existing Club Points.

**Annual Fee** means the fee charged annually to Classic Points and Classic Limited Points Members only, comprising the Account Fee and Maintenance Levy; the Maintenance Levy covers the services relating to the general management of Club Apartments and the costs relating to maintenance and upkeep of Club Property. The Annual Fee is due by 31 July of each year.

**Child** means a person twelve (12) years of age or under.

**Classic Escapes Member** means any person who has purchased a Classic Escapes Membership which is subject to expiry at the end of its Term. An Escapes Member is entitled to purchase Use Points from time to time in accordance with the Constitution and subject to the terms and conditions of these Regulations. There is no minimum number of Use Points that a Classic Escapes Member must purchase, either each year or during the term of their Membership.

**Classic Points Member** means any person who has purchased a Classic Points Membership and receives an annual allocation of Use Points in their Use Points account for the duration of the Club, in accordance with the Constitution and subject to the terms and conditions of these Regulations.

**Classic Holidays Managed Resort** means a resort/property managed by Classic Holidays (Classic Leisure Pty Ltd) **Club** or **Classic Holiday Club** means Classic Holiday Club ARSN 111 354 440, the managed investment scheme known as Classic Holiday Club constituted by deed dated 27 October 2004.

**Club Apartment** means apartments or other accommodation owned or leased by the Club and interests owned by the Club in timeshare schemes which enable the Club to use apartments owned by those schemes. "Use Points" are allocated to these apartments by the Responsible Entity in accordance with the provisions of clause 4.26 of the constitution and to which a Member receives use rights when an accepted reservation is made in accordance with these Regulations; a Club Apartment may consist of a unit or condominium apartment, an interest in a time-sharing scheme, 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.

**Guest** includes an invitee of a Member, whether relative, friend, associate or other person, either staying with or visiting the Member or Guest staying with the Member's permission and shall also include an invitee of the Club.

**Holiday Exchange** is a type booking that can be made via the Exchange network by Members who participate in the Points &-Play Program; subject to availability, a Holiday Exchange booking request can be made up to 11 months prior to the check in date.

**Home Resort Priority** is a priority reservation window given to Members who have converted a Classic managed resort timeshare week into Classic Points or Limited Classic Points. A priority window of 12 months is given to these Members to make a reservation at their former home resort.

**Home Week Priority** is a priority reservation window given to Members who have converted a Classic Holidays managed resort fixed timeshare week into Classic Points or Limited Classic Points. A priority window of 12 months is given to these Members to make a reservation at their former home resort in that same fixed or school holiday week.

**Limited Classic Points Member** means any person who has purchased a Limited Classic Points Membership and receives an annual allocation of Use Points to the date of their expiry, subject to the payment of Annual Fees and any Special Levies. Limited Classic Points currently have a term of between three years and the life of the Club.

**Manager** means Classic Leisure Pty Ltd ACN 097 693 144 trading as Classic Holidays. The Responsible Entity has contracted Classic Leisure to manage the day to day Club operations and all related administration, including the administration of reservations and accommodation for Members and the invoicing and collection of Annual Fees due by Members. **Member, Classic Holiday Club Member, or Club Member** means any person who has purchased a Classic Escapes, Classic Points or Limited Classic Points Membership. Being a family member of a Member, or living in the same residence as a Member, does not result in any Member rights and any usage by such persons shall be done subject to these Regulations.

**Member Services Consultant** means a representative who processes Member holiday bookings.

**Mid-Week Reservation** is a four consecutive night reservation comprising of Monday, Tuesday, Wednesday and Thursday nights in standard season only, at Classic Holidays managed resorts only.

**Points & Play** is a programme offered by Classic Holidays (The Manager) that gives participating Members access timeshare and non-timeshare accommodation, car hire and other tourism and leisure products through an agreement with an international resort exchange company and through Classic Travel.

The Points & Play membership and associated benefits are separate from the Classic Holiday Club membership and the full terms and conditions of the Points & Play programme are available on the website, [www.classicholidays.com.au](http://www.classicholidays.com.au), or from Classic Holidays, upon request.

**Points Value** means the number of Club Points assigned to each Club Apartment in accordance with the Constitution, these Points Values can be viewed at [www.classicholidays.com.au](http://www.classicholidays.com.au)

**Reserved period** means the period of time during which Members have the right to reserve, occupy and use a Club Apartment using the number of Use Points equal to the Points Value allocated to that Club Apartment for the Reserved Period.

**Resident/Onsite Manager** means the live-in or on duty Manager(s) at the resort.

**Resort** means the resort, building or complex in which a Club Apartment is located.

**Resort Manager** means the person or entity appointed by or through the responsible entity, responsible for the operation, maintenance and the management of part or all of the Club Apartments. The Responsible Entity has appointed Classic Leisure as the Resort Manager.

**Responsible Entity** means the Responsible Entity for the time being of the Club who, at the date of issue of this document is Classic Clubs Limited.

**Use Points** means the points redeemable by Members for bookings at Club Apartments or for other Club programs, subject to payment by the Member of all fees due and payable.

**Use Points Account** means a record of the number of Use Points available to a Member during each Use Year.

**Weekend Reservation** is a three consecutive night reservation comprising of Friday, Saturday and Sunday nights at Classic Holidays managed resorts only.

All prices quoted in these Regulations are in Australian Dollars and are inclusive of any applicable Goods and Services Tax ("GST") and are subject to change without notice.

## **2 RESORT REGULATIONS [NON CLASSIC HOLIDAYS MANAGED RESORTS]**

**2.1** For the purpose of these Regulations, where the Club owns apartments in a timeshare or other resort which is not operated by the Resort Manager (Classic Holidays), the regulations of that timeshare or other resort shall have precedence over the Classic Holiday Club Regulations and all Members must, to the extent applicable, comply with the regulations of that timeshare or other resort. For the purpose of these Club Regulations, the regulations of the timeshare or other resort not operated by the Resort Manager shall be known as "Resort Regulations".

## **3 ADMINISTRATION**

### **3.1 Nominated Person**

If the Classic Holiday Club Membership comprises more than two natural persons, or the Member is a body corporate, the Member must designate a Nominated Person. The Nominated Person is the only person authorised to make and cancel holiday reservations. Members are however bound by and are responsible for the actions of the Nominated Person. Where relevant, reference to 'a Member' in these Regulations would be a reference to the Nominated Person of the said Membership.

### **3.2 Maintenance Period**

The Club shall reserve seven (7) nights and days, not necessarily consecutive, during each calendar year as a maintenance period for each Club Apartment during which period the Club shall maintain, refurbish and repair the apartment as necessary. The Club shall determine from time to time which days and nights will constitute the maintenance period for each apartment. No reservations for a Club Apartment shall be accepted during this maintenance period.

### **3.3 Amendments**

The Responsible Entity may amend these Regulations from time to time in accordance with the Constitution. This may include the amendment of any fees or hours of operation listed in these Club Regulations. The most current version of these Regulations is accessible on the Classic Holidays website.

### **3.4 Violations**

Failure to abide by these Regulations, other governing documents of the Club, or the Resort Regulations may result in temporary or permanent suspension of Member rights and privileges.

### **3.5 Discipline**

The Constitution includes the power for the Club to terminate occupancy at the Resorts for violation of the Regulations, the Constitution, other Club governing documents, or the Resort Regulations.

### **3.6 Enforcement**

The Resort Manager will have full authority to implement these Club Regulations and any Resort Regulations. Member Services Consultants will have full authority to apply these Club Regulations in the booking of reservations.

### **3.7 Discipline of Staff**

No Classic Holiday Club Member shall reprimand or give any direction to the Resident/Onsite Management or any representative of the Club. Any complaint or grievance by a Member concerning the Resident/Onsite Manager, any employee of the Club, or any matter relating to the Club and Resorts shall be made in writing to the Manager.

### **3.8 Administrative Fees**

The Constitution includes the power for the Club to charge administrative fees when any Account Fee is not paid by the date due and the power to set fees for the transfer of Club Points. These fees are set forth below and may be amended from time to time

Interest at such rate as may be prescribed from the due date until the date such Account Fee is received by the Manager, the current interest rate is 15% per annum;

3.8.1 A return cheque charge equivalent to the fee charged by the bank plus a \$5 administration fee;

3.8.2 An administrative fee of \$350.00 shall be payable for the transfer of Club Points.

## 4 USE POINTS

### 4.1 General

4.1.1 **Escapes Members** purchase Use Points, during the term of their Classic Escapes membership either each year or as often as required to meet holiday needs subject to the payment of all fees due and payable.

4.1.2 **Classic Points & Limited Classic Points Members** will have Use Points equivalent to the number Club Points they own, credited to their Use Points account each year on their Membership Anniversary Date, subject to the payment of all fees due and payable. If there is an insufficient Points balance in their Use Point account to complete a particular booking, Classic Points & Limited Classic Points Members may either:

- a) In a current Use Year, borrow their Use Points from the following Use year, provided that all Annual Fees for that following year are paid.
- b) Purchase Top up Use Points. The current cash-value of Top up Points is 4.1 cents per Point. This facility is offered on a booking-by-booking basis only and Members must already have at least three-quarters of the Use Points required for that booking in their Use Point account.

### 4.2 Expiry of Use Points

4.2.1 Use Points purchased by **Classic Escapes Members** must be utilised at the time of purchase and bookings can only be confirmed once the payment has been received. The validity of Use Points can be extended upto a maximum of two (2) years of the purchase date, at the Responsible Entity's discretion.

4.2.2 **Classic Points and Limited Classic Points Members** must utilise their Use Points by the next Anniversary Date following their allocation. Should there be Use Points remaining in a Members Use Point account at the end of a Use Year:

- a) These Use Points will automatically be carried over for use in the immediately following Use Year and these carried over Points shall expire at the end of that immediately following Use Year.
- b) For usage, the Club shall deduct, first against any carry over Use Points and then against the current Year's Points in the Members Use Points account. By doing this, the Club assists the Member in minimising the potential of Points expiring for a maximum period of 2 years.

4.2.3 Use Points are valid for a maximum of 2 years. Any Use Points already credited but unused by the 2-year expiry date will be cancelled unless the Responsible Entity, in its sole discretion, determines otherwise.

## 5 RESERVATIONS

### 5.1 Use Points Reservations

5.1.1 Classic Holiday Club Members may reserve time for occupancy in Club Apartments to the extent allowed by utilising "Use Points", subject to the Constitution, and these Regulations

5.1.2 Bookings are made generally on a "first-come, first-serve" basis and are subject to availability

5.1.3 Reservations may be made only by a Member on and only by using their own Use Points account.

5.1.4 Reservations will be honoured on a 'first to book, first served' basis and reservations shall be confirmed in writing and each reservation will have an assigned number. Reservations other than those confirmed in writing to the Member will not be honoured. The Club shall not honour any reservation other than that confirmed in writing to a Member.

- 5.1.5 The Club shall not be responsible for conflicting reservations and cancellations of joint Members. If such conflict occurs, the Club reserves the right to suspend usage of the Members' account until the joint Members have resolved their conflict in writing to the Club, signed by both parties.
- 5.1.6 Club Apartments shall be assigned by the computer system on a 'first to book, first served' basis to provide a fair assignment system for Members. They shall not be assigned at the time of check-in. Special requests may be accepted with medical documentation. Should all of the Apartments be allocated at the time of receipt of a request for reservation the Club shall notify the Member who shall be entitled to make another request for a reservation.

## 5.2 Requests for Reservations

- 5.2.1 Members can logon to the website ([www.classicholidays.com.au](http://www.classicholidays.com.au)) to check availability and book Club Apartments. Reservation requests and enquiries can be made via the website online enquiry form , by telephone, mail, facsimile or e-mail. The Club shall not be held responsible for lost documents or delays that may occur with booking requested via mail or facsimile.
- 5.2.2 Members can call the reservations centre, toll free from anywhere in Australia or New Zealand, during business hours, currently Monday to Friday, 8.30am to 5.00pm (excluding Public Holidays), Australian Eastern Standard Time ("AEST"). These hours are subject to change and Members can view the current business hours on the website at [www.classicholidays.com.au](http://www.classicholidays.com.au). Classic Holiday Club Members are entitled to an 11 months booking window meaning accommodation can be booked up to eleven (11) months before the first day of the reserved period, and may extend beyond eleven (11) months if the stay is continuous and uninterrupted.
- 5.2.3 "Home Week Priority" and "Home Resort Priority" Points reservations may be made up to twelve (12) months before the first day of the reserved week.

The Resort Points & Seasons Calendars on the Classic Holidays website ([www.classicholidays.com.au](http://www.classicholidays.com.au)) show Members how many Use Points are required for bookings in Club Apartments at each resort .

The number of Points required will depend on the, apartment size, resort location length of stay and time of the year:

<b>Peak</b>	Christmas weeks
<b>Priority</b>	High demand school holiday periods
<b>High</b>	Mid demand periods
<b>Standard</b>	Low demand periods

## 5.3 Confirmation of Reservations

Classic Holidays must issue a reservation confirmation (via mail, facsimile or email) with a reservation number to validate all reservations. This reservation confirmation must be presented at the time of check-in. The confirmation will state the number of Use Points utilised for the reservation. If a reservation confirmation is not promptly received, the Member should call Member Services. The Member is responsible for verifying correctness of the reservation upon receipt of the confirmation and must immediately notify Member Services of any errors.

Reservations can only be guaranteed once the printed confirmation is issued to the Member.

## 5.4 Guest Bookings

- 5.4.1 Members can make a Club Apartment reservation on behalf of another person and may charge a guest any amount for such reservations; however, they must adhere to their obligations set out in these Regulations when arranging such bookings. This facility is for private use, and is not to be used for commercial purposes.

- 5.4.2 The Responsible Entity reserves the right to prevent Members from purchasing Use Points if it forms the opinion that the Member is making these bookings for commercial gain.
- 5.4.3 At the time of the reservation, the Member must provide the guest's name, address and telephone number to the Member Services Consultant, the Reservation confirmation will be issued with the Guests' details and the Member is responsible for then providing the reservation confirmation to their guest.

## 5.6 Member Special Offers

From time to time Members may be offered:

- a) Last Minute discounted reservations to fill low occupancy periods or to fill space resulting from last minute cancellations;
- b) Other accommodation options, including, but not limited to, discounted accommodation vouchers

These additional offers will be made via telephone, email, facsimile or mail; they will vary and will be subject to availability and specific terms and conditions which will be included with the offer at the time it is made. There shall be a forty-eight (48) hour waiting period between a cancellation and a new request if a Member cancels a Use Points reservation and requests that same reservation as a Member Special Offer.

## 5.7 Delinquency

Members cannot access any of their rights in relation to their Membership, including the right to purchase Use Points and book accommodation if they have outstanding fees.

Therefore, no reservation requests shall be confirmed if a Member is delinquent in the payment of Account Fees or any amount owed to the Club until outstanding amounts are paid.

## 5.8 Booking Cancellations

Bookings can be cancelled online via the Enquiry form on the Classic Holidays website, by contacting the Member services department, via phone or email.

The following cancellation terms will apply:

Cancellation Period	Refund of Use Points
30+ days before confirmed check in date	100%
14-29 days before confirmed check in date:	50%
13 days or less before confirmed check in date:	0%

5.8.1 Classic Holidays offers a **Cancellation Protection Option (CPO)** to Members who participate in the Points & Play program at the time a booking is made; Members who take up the CPO offer can cancel that booking up to 72 hours prior to the check-in date without penalties. The Use Points will be refunded to their account to be utilised upto their original Expiry date, which is two years from the date of issue.

5.8.2 For Holiday Exchange bookings where an exchange fee was paid, this fee will not be refunded but will be applied against (and therefore no further exchange fee will be payable for) any replacement Holiday Exchange booking within 24 months of the cancellation date.

5.8.3 The CPO offer must be taken up at the time of confirming the booking and the cost is currently \$29 (subject to change)

5.8.4 The CPO is not offered when booking car hire, airfares, cruises and other tourism and leisure products

5.8.5 Full details of the CPO are contained in the Points & Play terms and conditions available from the website, [www.classicholidays.com.au](http://www.classicholidays.com.au), or from Classic Holidays -upon request.



## **5.9 Length of Stay at Classic Holidays managed resorts.**

There is a seven (7) night minimum stay during Peak and Priority Season. There is a seven (7) night minimum stay during High and Standard Seasons for any reservation booked more than sixty (60) days in advance. The check-in day is generally fixed on Fridays or Saturdays only and this depends on each individual resort.

## **5.10 Mid-Week & Weekend Reservations at Classic Holidays managed resorts**

For reservations booked in High and Standard Seasons 60 days or less in advance, Members may elect to book a Split Week four (4) night Mid-Week or three (3) night Weekend Reservation.

A fee is payable on any Mid-Week and/or Weekend reservation as specified by the Responsible Entity from time to time and is currently fifty (\$50) dollars.

## **5.11 Non Member Use- Guest Usage**

Any non-Member use, whether by rental or by gift, is considered Guest usage by the definition given above in Section 1. The Member making the reservation is responsible for the Guest's behaviour, charges resulting from Guest usage, and Guest compliance with all applicable Regulations. The Member does not have to be present during Guest usage. Members shall not charge any fee in cases where rental is prohibited by local law or restriction, or in cases that the Responsible Entity determines are not in the best interests of the Club.

# **6 AFFILIATIONS AND REWARD PROGRAMMES**

## **6.1 Additional benefits**

- 6.1.1 From time to time the Responsible Entity or the Manager may enter into other resort affiliation arrangements or reward programs through which Members can use, exchange, rent or trade in their Use Points for accommodation rights, rental and/or other Travel/leisure products and services. Members will need to comply with the rules and guidelines governing such arrangements or programmes in particular relating to use exchange or trade in of their "Use Points". These benefits may be subject to additional costs and can be modified or discontinued with or without prior notice.
- 6.1.2 When reservations are made via such affiliations, "Use 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 "Use Points". In the event of a cancellation of such bookings or arrangements, there will be no monetary refund or refund of "Use Points".
- 6.1.3 Members cannot access any of these additional benefits, until all outstanding fees on their account are paid.
- 6.1.4 Use Points are deemed to be utilised when the Club receives an exchange or redemption confirmation for such "Use Points", in accordance with the relevant affiliation arrangement or reward programme.

# **7 CLASSIC HOLIDAYS MANAGED RESORTS**

## **7.1 Housekeeping Services**

Housekeeping service occurs at the end of each stay, or mid-stay if the stay exceeds seven (7) nights at Classic Holidays Managed Resorts. Additional housekeeping services are available upon request and are subject to the payment of a fee.

## **7.2 General Use of the Resorts**

### **I. Check In/Out Procedures**

All persons checking in at the resort shall immediately on arrival notify the resort office of their arrival:

- a) They should advise the Resident/Onsite Manager or Resort Reception staff of their name and membership number under which the booking is made.
- b) All persons who anticipate arriving after 5.00pm shall, prior to that time, advise the resort directly.

- c) Members and/or Guests may occupy Club Apartments at any time after 4.00pm on the day of commencement of their residency and must vacate their apartments no later than 10.00am on the day of termination of their stay.
- d) Members and/or Guests who arrive at the resort earlier than, or who wish to leave later than, the time referred to in the last paragraph may use the recreational and sporting facilities available at the resort.

## II. Failure to Vacate

If a Member or Guest :

- a) fails to vacate an Apartment at the end of the Reserved Period or such later time as may be agreed to by the Resort Manager, or
- b) otherwise makes unauthorised use of an Apartment during a period other than such Member's Reserved Period or
- c) prevents another Member or Guest ("detained Member or Guest") from using or occupying an Apartment during such other Member's Reserved Period,

they shall be deemed to be a "non-vacating Member or Guest" and shall:

- i. be 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;
- ii. be deemed to have waived any notice required by law with respect to any legal proceedings regarding removal eviction or ejection, to the extent such waiver is permitted by law;
- iii. reimburse the Club and the detained Member or Guest for all costs and expenses incurred by 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.

The Resort Manager shall use reasonable efforts to remove the non-vacating Member or Guest from the Apartment and 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 Reserved Period which the detained Member or Guest was prevented from using in order to obtain adequate alternate accommodation, the entire cost of the alternate accommodation shall be for the account of the non-vacating Member or Guest.

If a Member or Guest renders an Apartment uninhabitable by an intentional or negligent act, such Member or Guest shall be deemed a non-vacating Member or Guest for such period as the Apartment remains uninhabitable and shall be subject to the consequences described in 7.2-II above.

### **7.3 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 shall enter upon such facility in contravention of those restrictions.

### **7.4 Non-availability of Apartment**

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

## **7.5 Use of Club Apartments and Occupancy Limits**

- 7.5.1 No Apartment shall be held for purposes other than accommodation, with the exception of activities pertaining to the sale of Club memberships by Classic Clubs Limited, where no restrictions shall apply.
- 7.5.2 Club Apartments may vary in occupancy limits between resorts and Members shall be advised of the relevant occupancy limits at the time of making a reservation.
- 7.5.3 Club Apartment occupancy limits shall be subject to these guidelines and will be strictly enforced.
- 7.5.4 A Member shall not permit more than the following number of persons, including children of any age, to occupy an Apartment at any one time:
- Studio – 2 persons
  - One bedroom – 4 persons
  - Two bedrooms – 6 persons
  - Three bedrooms – 8 persons
- 7.5.5 Members checking into a Club Apartment with more persons in their party than the occupancy limit for the relevant Apartment shall be given the opportunity to reserve a larger Apartment, if available, subject to the purchase of additional "Use Points", or to reduce the number of persons in their party or, if necessary, to vacate.
- 7.5.6 Members and Guests are the only persons permitted to occupy an Apartment. Such persons under the age of 18 years shall only occupy an Apartment under parental supervision.

## **7.6 General**

No person shall 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.

- 7.6.1 The Resort Manager or its delegate/s may inspect Club Apartments at all reasonable hours and enter any Apartment upon providing reasonable notice, Nothing shall be done 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 Resort 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 Resort Manager.
- 7.6.2 A copy of the manufacturers' instructions for appliance use and function will be found in each apartment. Electrical appliances must be used according to these instructions.
- 7.6.3 No person shall make a copy of a key to an apartment at the Resort and all Members and/or Guests shall surrender all keys to the resort Resident/ Onsite Manager at the time of checking out.
- 7.6.4 Upon check in, the Resident/ Onsite Manager must be notified of any missing or broken items so as not to charge the Member or Guest for these. At the time of checking out all Members and/or Guests should notify the resort staff of any missing items or breakages so that they may be immediately replaced for the next guests.
- 7.6.5 Should any Members and/or Guests require additional utensils; these can be requested from the Resident/ Onsite Manager or resort Staff.

## **7.7 Conduct and general use**

All persons whilst at the resorts shall: -

- a. abide by the Constitution and Regulations of the Club;
- b. comply with any reasonable requests and directions of the Resident/Onsite Manager;
- c. not conduct themselves in any manner which shall or 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 language or behave in any manner which is, may be or is likely to cause reasonable offence or embarrassment to other members and guests;
- e. not use the Resort for any purpose which is or may be illegal or injurious to the reputation of the Resort or the Club;
- f. not mark, paint, drive nails/ screws or the like into, or otherwise damage or deface any part of the Resort;
- g. not hang any washing or other article from any part of the Resort, except where provision is made in the apartments;
- h. not throw any article (in particular cigarette butts, rubbish, bottles or cans) from any apartment, balcony or patio;
- i. barbecue in designated areas only.

## **7.8 Disposal of Rubbish and General Cleanliness**

All persons whilst at the Resort shall: -

- 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, bottles and cans otherwise than in the receptacles provided;
- c. not leave or place disposable nappies/sanitary napkins other than in a sealed plastic bag placed in a garbage bin.
- d. comply with the non-smoking rules and regulations applicable in the apartments and on the resort grounds.

## **7.9 Motor Vehicles**

All persons whilst at the resorts shall not:

- a. drive or cause to be driven, any motor vehicle, motor cycle, trailer or caravan faster than walking pace at the resort, or cause any undue noise or fumes from it;
- b. cause any obstruction or allow any motor vehicle, motor cycle, trailer, caravan or boat to stand or park contrary to the directions of the Resident/Onsite Manager;
- c. clean or wash any motor vehicle, motor cycle, trailer, caravan or boat at the Resort, except in the special area designated by Resident/Onsite Manager;
- d. park more than one vehicle per apartment occupied in the allocated car parking space;
- e. service or repair any motor vehicle, motor cycle, trailer, caravan, or boat at the Resort, without the express permission of the Resident/Onsite Manager, and should such permission be given, then in strict accordance with any directions that the Resident/ Onsite Manager may give;
- f. Permit their motor vehicle, motor cycle, trailer or caravan to remain on the Resort later than 10.30am on the day on which they are checking out.
- g. Parking of vehicles is subject to availability at each individual resort/property.

## **7.10 Children**

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

## **7.11 Animals**

No person whilst at the resort shall or keep any animal, bird or reptile at the Resort.

### **7.12 Advertising**

No person whilst at the resort shall: -

- a. Advertise or cause the advertising of any matter of any kind or display or exhibit any material whatsoever without the express prior consent of the Resort Manager.
- b. Approach or solicit any member or guest for any professional or commercial purpose without the express prior consent of the Resort Manager.

This regulation shall not limit Classic Clubs Limited in its activities in relation to the sale of Club memberships.

### **7.13 Collection for Charities**

No person whilst at the Resort shall:

- a. Collect from or solicit from any person any moneys or other contributions for charitable or other purposes without the express written consent of the Resort Manager;
- b. Sell any tickets in or otherwise conduct any lottery or raffle without the express prior written consent of the Resort Manager.

### **7.14 Personal Charges**

Members and/or Guests who wish to use the resort telephone, facsimile, babysitters, secretarial services and/or tours, will be charged at the prevailing rates, these charges are payable at the time of checking out. Any such personal services used by guests of members will be invoiced directly to the Member if the guest has not previously paid them. The Resort Manager may require a security deposit for such services at the time of checking in.

### **7.15 Management Hours**

The Classic Holidays Managed resorts will be managed and opened during such hours as may be specified by the Resort Manager from time to time.

## **8 SPORTING AND RECREATIONAL EQUIPMENT**

### **8.1 Care and Use of Sporting Equipment**

Where sporting equipment is provided at a resort, the following guidelines must be observed:

- a. Sporting equipment which is subject to availability should be reserved the day before intended use and may only be used in the area designated by the Resort Manager;
- b. All sporting equipment may be only checked out by an adult and must be returned to its designated area after use;
- c. If any sporting equipment is used in salt water, it must be hosed down with fresh water in the cleaning bay provided before being returned to its designated parking area;
- d. Please report any breakages or malfunctions to the Resident/Onsite Manager so that the equipment can be repaired;
- e. At some resorts there may be restrictions on use and/or usage fees may be applicable.
- f. Activity Indemnity Consent forms may be required to be signed prior to a Resort Activity and/ or use of equipment.

## **8.2 Swimming and Spa Pools, Sauna & Gymnasium**

- 8.2.1 Use of these facilities is solely at the user's risk. No lifeguard facilities are provided in relation to the swimming and spa pools, nor are instructions provided in relation to the gymnasium (When these facilities are available)
- 8.2.2 Running and dangerous activities in and around these facilities is not permitted. Breakable items must not be brought into these areas.
- 8.2.3 Persons must shower (particularly when using sun tanning oils) prior to using the swimming and spa pools.
- 8.2.4 Children under six (6) years of age must be supervised by an adult at all times;
- 8.2.5 Children under twelve (12) years of age must be supervised by an adult in the Pool and Spa areas at all times.
- 8.2.6 Members must ensure that non-resident invitees and guests do not use the recreation facilities unless accompanied by the Member;
- 8.2.7 Gymnasiums are for the use Members and accompanied guests over the age of 18 only.
- 8.2.8 The Recreational facilities and their surrounding areas are not to be used after hours on any day or at such other times as may be determined by the Resort Manager.

## **8.3 Day Use for Classic Points Members.**

- 8.3.1 Classic Points Members with Home Resort Priority may use the recreational facilities and amenities of their Home Resort even when they are not staying at the Resort, providing that the Home Resort offers this facility to Members.
- 8.3.2 Classic Points Members, other than those with Home Resort Priority may use Day Use facilities at participating Classic Holidays Managed resorts only, for a fee of (currently) \$10.00 per visit.
- 8.3.3 Use of these facilities is subject to availability, with priority given to persons staying at the Resort. The Manager shall in its absolute discretion be entitled to increase the fee per visit from time to time (without notice) and /or prevent Members' exercising Day Use privileges if it considers that the exercise of such rights on a particular day would result in the resort becoming overcrowded.
- 8.3.4 Members must book one (1) day prior to their expected Day Use.

## **9 CONDUCT OF MEMBERS AND GUESTS**

### **9.1 Right to remove, censure, and fine or suspend**

If any Classic Holiday Club Member or other person who at the invitation of or with the consent and approval of a member is at the Resort wilfully refuses or neglects to comply with the provisions of this document or the Regulations or is guilty of any conduct which is in the opinion of the Resort Manager unbecoming of the Member or prejudicial to the interest of the Club:

- a. the Resort Manager may immediately terminate that person's occupation or other rights as aforesaid and remove or take such action as is necessary to remove that person from the Resort; and/or
- b. the Resort Manager may fine or suspend the rights and privileges of Classic Holiday Club membership

### **9.2 Visitors**

Members and Guests: -

- a) may invite visitors to the resorts but such 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) shall advise the Resident/Onsite Manager of intending visitors to assist the Resident/Onsite Manager and resort staff in maintaining security at the resort.

## **10 LIABILITY OF CLUB FOR MEMBERS AND GUESTS PROPERTY**

### **10.1 Security**

Apartments should be locked when unattended. Any suspicious or unusual activity should be reported immediately to the Resident/Onsite Manager or resort staff.

### **10.2 Liability of the Club**

Members and Guests shall occupy and use the resorts and the resort apartments at their own risk. They shall release and indemnify the Responsible Entity, the Resort Manager, The Manager and the Club 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 resorts and resort Apartments, except to the extent that it was caused by the wilful or negligent act or omission of the Responsible Entity, the Resort Manager or the Club.

### **10.3 Lost Property**

All property lost or found should be reported to and if found handed to the Resident/Onsite Manager or resort staff

### **10.4 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 at the resorts other than within an apartment during occupancy.

## **11 SUPPLY OF INFORMATION**

The Club shall upon application made to it in writing by a Member or by a person authorised in writing by such Member and on payment of a fee, as shall be determined from time to time by the Responsible Entity, provide the applicant with a completed statement to the effect of form 1 and Form 2 of these regulations

**Form 1- Classic Escapes Membership Statement of Particulars**

**Form 2- Classic Points Membership Statement of Particulars**

**Classic Escapes Membership  
Statement of Particulars**

**To the Applicant:**

**1. DETAILS OF CLASSIC ESCAPES MEMBERSHIP**

1.1 Membership Number:

1.1 (a) Name of Member(s):

(b) Address:

1.2 Term of Classic Escapes Membership

1.3 Year(s) remaining

**2 FINANCIAL DETAILS**

2.1 **Annual Account Fee:**

2.2 Has the Account Fee for the current year been paid?

2.3 Account Fees in arrears (other than the current year's account Fee above):

2.4 Any other amounts owed:

**3 OFFICE OF RESPONSIBLE ENTITY**

Address: PO Box 384  
Coolangatta Q 4225

**Responsible Entity**

**Classic Clubs Limited**



## Classic Points Membership Statement of Particulars

**To the Applicant:**

**1. DETAILS OF CLASSIC POINTS MEMBERSHIP**

1.1 Membership Number:

1.2 (a) Name of Member(s):

(b) Address:

1.3 Classic Points owned :

1.4 Limited Classic Points owned:

1.5 Use Points remaining for use in current Use Year:

1.5 Use Points reservations made in the current Use Year:

1.6 Use Points carried over from previous Use Year:

1.7 Use Points borrowed from following Use Year:

**2 FINANCIAL DETAILS**

2.1 Annual Fee:

2.2 Has the Annual Fee for the current year been paid?

2.3 Annual Fees in arrears (other than 2.2 above):

2.4 Special levies :

2.5 Date special Levies payable:

2.6 Have special Levies been paid?

2.7 Other amounts owed:

**3 OFFICE OF RESPONSIBLE ENTITY**

Address: PO Box 384  
Coolangatta Q 4225

Date:

**Responsible Entity**

**Classic Clubs Limited**