GUIDE TO MEMBER BENEFITS, POLICIES AND CLUB RULES

"2026 Membership Plan"

DISTINCTIVE HOLIDAY HOMES

Club Villas and Hotel at Paradise Cove, Fiji

Edition 1.2

Updated 28 October 2026. Replaces Edition 1.1.

This is your guide to enjoying the Distinctive Holiday Homes Club Villas. Our Membership Directors are always happy to help. Contact them at club@distinctiveholidayhomes.com.

IMPORTANT

Memberships are offered by invitation only, and only so that Members can enjoy recreational use of the Club Villas and Hotel at Paradise Cove, Fiji.

A Membership is not an investment and should not be viewed or acquired as one. Anyone buying a Membership should not expect to make any economic profit from Membership in the Club (see P7.3).

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Chapter 1 – About these Guidelines, Disclosures and Target Ratios

At a glance

1.1 HOW THIS GUIDE WORKS. These Guidelines explain your Club benefits and how things work under the Club's 2026 Membership Plan. Each chapter starts with a short "At a glance" summary (paragraphs 1.1 to 7.4). The binding rules then follow in the Policies (paragraphs numbered P1.1 onwards). The summaries are there to help and do not cover every detail, so please read the Policies for the full picture. If a summary ever seems to differ from a Policy, the Policy applies. The tables in paragraph 2.3 are binding. Capitalised words are defined in the First Schedule. If anything is unclear, ask one of our Membership Directors.

1.2 YOUR AGREEMENT. Your agreement with the Club is made up of these Guidelines (as the Club may amend them from time to time), your Membership Application and any Plan Changes (see P7.1). These Guidelines are also called the "Rules".

1.3 DISCLOSURES. The Club follows the Destination Club Association's Code of Responsible Business Conduct and Best Practices. It gives Members regular financial disclosures (P1.2) and aims for a ratio of about 20 Memberships to each Villa (P1.1).

Policy One – Disclosures and Target Ratios

P1.1 **MEMBERSHIP TO VILLA RATIO.** The Club will strive to keep a ratio of Memberships to Villas of approximately 20:1, or any other ratio the Club decides, in its sole discretion, is appropriate after taking into account usage patterns, geography, financial and other considerations. For this purpose, one "Membership" means usage equal to 2 AB Credits and 14 Entitlement Days per Year. To work out the number of Memberships for the ratio, the Club adds up all the AB Credits and all the Entitlement Days of all actual Memberships used in the last 12 months, then divides the total AB Credits by 2 and the total Entitlement Days by 14.

P1.2 **DCA DISCLOSURES.** The Club intends to comply fully with the "Code of Responsible Business Conduct" and the "Best Practices" of the Destination Club Association ("DCA"). Accordingly, the Club will:

- **(i)** make available either a registered accountant's summary of the Club's assets, liquidity and financial statements or, if one is prepared and at the Club's discretion, an annual independent audit of the Club's financial statements;
- **(ii)** give Members an annual statement saying whether the Club has year-end assets of more than 110% of its termination obligations; and
- **(iii)** give Members, at least once a year, a statement of the percentage of leased Villas compared with owned Villas.

Chapter 2 – Your Membership and Plan Pricing

At a glance

2.1 MEMBERSHIP PERIOD. Your Membership starts on your Commencement Date and continues from Year to Year until it is cancelled or terminated under these Guidelines. All Memberships end on 1 January 2065 unless the Club extends that date (P6.9). A Membership can be a Personal Membership or a Corporate Membership (Policy Two).

2.2 MEMBER OF GOOD STANDING. To book and use the Villas you must be a Member of Good Standing. That means your payments are up to date, you have a valid credit card authorisation in place, and you follow these Guidelines. The full rule, and what happens if you are not of Good Standing, is in P2.3.

2.3 **PLAN PRICING AND KEY ELEMENTS.** Memberships are sold in Blocks. One Block gives you 7 Entitlement Days and 1 AB Credit each Year. The tables below form part of these Guidelines. They are correct at the date of this Edition. The Club may adjust them as these Guidelines allow (see P3.4 for the limits on increases for existing Members). The Website always shows the current figures. On the Website, Space Available Bookings are called "On Request" stays.

Table 1 – Plan pricing and elements (subject to change as provided in these Guidelines)

Plan element	Current terms	Rule
Membership Deposit (per Block)	US$7,499 (paid once, on joining)	P3.2
Annual Dues (per Block)	US$599 per Year	P3.3
Entitlement Days (per Block)	7 per Year	P4.8
AB Credits (per Block)	1 per Year	P4.7
AB Credits used by an Advance Booking	1 for every set of up to 7 Entitlement Days used, including a part set (so 1-7 days = 1 AB Credit, 8-14 days = 2, 15-21 days = 3). Special Holiday Dates use no extra AB Credits	P4.8.5
Additional Block (7 Entitlement Days + 1 AB Credit)	US$7,499 Membership Deposit plus US$599 Annual Dues per Year	P4.7
Additional AB Credit (without Entitlement Days)	US$899 each	P4.7
Allocation to Extended Family	Up to 14 Entitlement Days per Membership per Year, for Bookings that use Entitlement Days only	P5.3
Advance Booking Window	2 years to 90 days before the Arrival Date	P4.6
Space Available ("On Request") Booking Window	90 days to 7 days before the Arrival Date	P4.9.2
Number of Space Available Bookings	Unlimited per Year, max 2 held at once (max 1 booked 60–90d out; 2nd booked <60d out). Not allocable to Extended Family	P4.9.1
Space Available Days & Daily Fee (top-up rate once Entitlement Days run out)	Space Available Bookings automatically use your remaining Entitlement Days (and any converted Space Available Days) first at US$0. Space Available Days cannot be bought separately: only once all of your Entitlement Days are used up may you purchase additional Space Available Days at the Daily Fee of US$199 per Day of the Villa's day cost (e.g. if 0 Entitlement Days remain, a Two Bedroom Villa for 7 nights = 21 Days × US$199 = US$4,179)	P4.9, P4.9.1, P4.9.3
Length of stay	2 to 14 nights, any arrival and departure day	P4.3, P4.8
Carry forward to, or borrow from, the next Year	Up to 7 Entitlement Days, transferred with 1 AB Credit	P4.5
Cancellation Administrative Fee	US$1,000 plus Taxes	Policy Six
No-Show Fee	US$900 plus Taxes	P3.5, P4.9.6

Table 2 – Club Categories and Villas. Each Villa belongs to a Club Category. The category sets how many Entitlement Days (or Space Available Days) a 7-night stay uses. An Advance Booking uses 1 AB Credit for every set of up to 7 Entitlement Days. Stays of other lengths are worked out with the formula in P4.8.5. Space Available Bookings use the same day counts but no AB Credits. The Club may add, remove or re-categorise Villas (P7.4); the Website shows the current list.

Club Category	Days per 7 nights	AB Credits per 7-night Advance Booking	Villas in this category (Paradise Cove)	Maximum guests
Hotel Suite	7	1	Garden Studio Garden Bungalow Paradise Garden Bungalow Paradise Peak Room (opening soon)	4 (max. 2 adults) 4 (max. 2 adults) 4 (max. 3 adults) To be published

Club Category	Days per 7 nights	AB Credits per 7-night Advance Booking	Villas in this category (Paradise Cove)	Maximum guests
One Bedroom Studio	9	2	Cove Villa Paradise Peak Family Suite (opening soon)	4 (max. 2 adults) To be published
One Bedroom Villa	14	2	One Bedroom Beachfront Villa Two Bedroom Garden Villa	3 (max. 2 adults) 6 (max. 5 adults)
Two Bedroom Villa	21	3	New Two Bedroom Villas Two Bedroom Beachfront Hotel Rooms	To be published 6 (max. 5 adults)
Three Bedroom Villa	28	4	None yet (future Villas)	To be published
Four Bedroom Villa	28	4	None yet (future Villas)	To be published
Yacht – 1-Cabin Catamaran	10 per cabin (1.4 Days / night)	2 per cabin	Leopard 48 Catamaran (1 ensuite cabin, crew of 3, plus US$199/night Meal Plan). Adults only; book 4 × 1-Cabin for whole yacht	2 adults (adults only)
Yacht – 2-Cabin Family Catamaran	20 for 2 cabins (2.9 Days / night)	3 for 2 cabins	Leopard 48 Catamaran (2 ensuite cabins, crew of 3, plus US$199/night Meal Plan). Required for families with children; book 2 × 2-Cabin for whole yacht	4 guests (families / children welcome; 8 for whole yacht)

Occupancy figures are taken from the resort's published unit pages (checked 22 October 2026). The maximum occupancy published on the Website for each Villa applies; infants (aged 0-5) are not counted (P5.4). Yacht: each cabin is 10 Days per 7 nights (1.4 Days/night for 1-Cabin adults-only; 20 Days per 7 nights / 2.9 Days/night for 2-Cabin family stays; 40 Days per 7 nights for the whole yacht via 4 × 1-Cabin or 2 × 2-Cabin); AB Credits follow the usual rule on the total days (P4.8.5).

Table 2B – Membership Tiers and Complimentary Tier Gifts (Non-Cumulative). Your Membership Tier is set by the number of Weekly Blocks (7 Entitlement Days + 1 AB Credit per Block) held on your Membership. **Tier Gifts are non-cumulative** — a Member receives the complimentary Tier Gift corresponding to their current active Membership Tier level, and unlocks the next tier's gift in their Member Account as they upgrade up the tier ladder.

Membership Tier	Blocks / Entitlement Days	Deposit & Annual Dues	Complimentary Tier Gift (Non-Cumulative — Current Tier Level Only)	Retail Value & Fulfilment
Bronze (1 Week)	1 Block 7 Entitlement Days 1 AB Credit / yr	US$7,499 Deposit US$599 / yr Dues	Complimentary Bottle of Wine & Tropical Fruit Plate on Arrival (Value: US$50)	US$50 Value — Complimentary on arrival per stay (P2.4)
Silver (2 Weeks)	2 Blocks 14 Entitlement Days 2 AB Credits / yr	US$14,998 Deposit US$1,198 / yr Dues	2 × 100-Minute Spa Massages per Annum (Value: US$225)	US$225 Value — Complimentary annual entitlement at the Resort Spa (P2.4)
Gold (3 Weeks)	3 Blocks 21 Entitlement Days 3 AB Credits / yr	US$22,497 Deposit US$1,797 / yr Dues	Complimentary Dinner for 2 at DUA for 2 Pax — Drinks Not Included (Value: US$225)	US$225 Value — Complimentary annual dining entitlement at DUA (P2.4)
Diamond (4 Weeks)	4 Blocks 28 Entitlement Days 4 AB Credits / yr	US$29,996 Deposit US$2,396 / yr Dues	Choice of FJ$750 Resort Credit OR Complimentary Annual Priority Pass™ Prestige (Unlimited) Membership —	FJ$750 (approx. US$333.3) Resort Credit OR US$469 / yr

Membership Tier	Blocks / Entitlement Days	Deposit & Annual Dues	Complimentary Tier Gift (Non-Cumulative — Current Tier Level Only)	Retail Value & Fulfilment
			Club Enrols & Pays Annual Fee (Value: FJ$750 / approx. US$333.3, or US$469 / yr)	Priority Pass™ Prestige Value — Member's choice; credit applied to the Resort folio, or Club registers Member and pays the annual Priority Pass™ fee (P2.4)
Platinum (5+ Weeks)	5+ Blocks 35+ Entitlement Days 5+ AB Credits / yr	US$37,495+ Deposit US$2,995+ / yr Dues	1 Complimentary Round-Trip Resort Boat Transfer for Any Booking (Value: US$1,000)	US$1,000 Value — Complimentary on any Club Booking (P2.4)

Policy Two – Club Membership

Personal Membership

P2.1 **PERSONAL MEMBERSHIP.** A Personal Membership is open to one Individual or one Couple. That Individual or Couple are the "Members" under that Membership. An Individual who is a Member may nominate a Partner or an Adult Child for the Club to approve. The actions or status of either Partner of a Couple, or of an Individual's approved Partner or Adult Child, bind the Member for all purposes of these Guidelines.

Corporate Membership

P2.2 **CORPORATE MEMBERSHIP AND MEMBER REPRESENTATIVE.** A Corporate Membership may be held by any company, corporation or other legal entity (see "Corporation" in the First Schedule). It may be used by directors, officers and employees of the Corporation and of other entities the Corporation names to the Club, for example for retreats, internal seminars, "bonus" vacations and other events. The Corporation must appoint at least one Member Representative to represent and bind it in all dealings with the Club. The Corporation is also bound by anyone to whom a Member Representative delegates authority. Any change of Member Representative must be (i) updated on the Website within 5 days of the change and (ii) confirmed to the Club by email. The Club is not responsible for mistakes made by any Member Representative or for the Corporation's failure to update its authorisation details.

Good Standing

P2.3 **MEMBER OF GOOD STANDING.** To be a Member of Good Standing, a Member must: (a) pay all Annual Dues and other amounts payable on or before their due date; (b) keep a valid credit card authorisation in place, and give the Club an updated authorisation form when it asks; and (c) comply with all other terms of these Guidelines. A Member who is not of Good Standing: cannot make or use Bookings of Club Villas; loses their place (if any) in the cancellation queue under P6.2.4; and is subject to P6.11.2.

Membership Tiers and Tier Gifts

P2.4 **MEMBERSHIP TIERS AND NON-CUMULATIVE TIER GIFTS.** Each Membership is assigned a Membership Tier based on the number of Blocks held: Bronze (1 Block / 7 Entitlement Days), Silver (2 Blocks / 14 Entitlement Days), Gold (3 Blocks / 21 Entitlement Days), Diamond (4 Blocks / 28

Entitlement Days), and Platinum (5 or more Blocks / 35+ Entitlement Days). Each Membership Tier carries the complimentary Tier Gift set out in Table 2B (Bronze: US$50 value; Silver: US$225 value; Gold: US$225 value; Diamond: FJ$750 Resort Credit (approx. US$333.3 value) or Priority Pass™ Prestige Membership (US$469/yr value); Platinum: US$1,000 value). Tier Gifts are non-cumulative: a Member receives only the Tier Gift for the Membership Tier level they currently hold (not the gifts of lower tiers). When a Member upgrades their Membership Tier by adding Blocks and paying the corresponding additional Membership Deposit and Annual Dues, the new tier's gift unlocks in the Member's online account upon completion of the upgrade. Diamond Members choose either a FJ$750 Resort Credit (approx. US$333.3 value), applied to their Resort folio, or a Complimentary Annual Priority Pass™ Prestige (Unlimited) Membership (US$469/yr value). If the Member chooses Priority Pass™, the Club enrols the Primary Member and pays the annual Prestige membership fee directly while the Member remains a Diamond Member of Good Standing. On-property Tier Gifts and Club Deals are recorded as complimentary matched extras on the Member's Booking and communicated to the Resort.

Chapter 3 – Payments

At a glance

3.1 MEMBERSHIP PAYMENTS. We will act promptly on your Application and help you with your first payments. Your Membership Deposit and first Year's Annual Dues are due within 7 working days after we accept your Application, and must be paid before your Membership starts (your Commencement Date) (P3.2). Annual Dues for each following Year are due one month before the end of the current Year (P3.3). Increases for existing Members are capped (P3.4). Refunds are covered in Policy Six.

3.2 BOOKING PAYMENTS. Any Daily Fees and other charges for a Booking are due 30 days before the Arrival Date (P3.5). Purchased Space Available Days must be paid at least 7 days before arrival (P4.9.3). No-Show and other fees are explained in P3.5 and P4.9.6.

Policy Three – Payments

P3.1 **HOW AND WHERE TO PAY.** All Payments are payable in US dollars, in advance, by wire transfer to the Club's Head Office in Santa Rosa, California (address in the Second Schedule), or to another payment office in the United States the Club nominates. A fee of US$25 applies to each wire transfer. Payments made any other way incur a 3% transaction fee. Please confirm the Head Office payment details by email to club@distinctiveholidayhomes.com or by phoning the Head Office before you pay.

P3.2 **INITIAL PAYMENTS.** Within 7 working days after you receive the Club's Written Notification that your Application has been accepted, you must pay all Payments then due. These include at least the Membership Deposit and the Annual Dues at the rates shown on the Website on the date the Club received your Application.

P3.3 **ANNUAL PAYMENTS.** No later than one month before the end of each Year, you must pay in full the Annual Dues and any other Payments that apply to your Membership for the following Year. You may be able to pre-pay your Annual Dues by automatic payments during the Year before they fall due; contact Head Office to confirm whether you are eligible. The amount of Annual Dues may be adjusted under P3.4.

P3.4 **ADJUSTMENTS AND CAPS ON INCREASES.** Within the limits in this paragraph, the Club may, by Notice to all Members, adjust the amount of any Payments that fall due after the effective date stated in the Notice. The effective date will be at least one month after the date the Club sends the Notice to all Members. The Club will publish Payment amounts on the Website or by email. For existing Members, the Club will not increase Payments in any 12-month period by more than 3.5%

plus any increase in the Chained Consumer Price Index for All Urban Consumers (C-CPI-U) published by the United States Department of Labor (rounded up to the nearest US$10 of the Payment amount). However: (a) if more than 12 months have passed since the last increase, the Club may combine the permitted percentage increases for that whole period; and (b) the Club may exceed this limit by any amount it decides, in its sole discretion, is reasonable because of a Force Majeure Event or an actual or potential financial deficit of the Club, as determined by the Club. The Club may increase the Membership Deposit and Annual Dues for incoming new Members at any time and by any amount. An increase in the Membership Deposit for incoming new Members does not affect an existing Member.

P3.5 **PAYMENTS FOR BOOKINGS; NO-SHOWS.** For each Booking, you must pay any applicable Daily Fees and other Booking charges (including transport costs) at least 30 days before the Arrival Date. Purchased Space Available Days are paid under P4.9.3 instead. If a Booking is made after the payment deadline has passed, payment is due when the Booking is made. If these amounts are not paid by the due date, the Club may cancel the Booking in the same way, and with the same effect, as a No-Show (P4.9.6). If you do not arrive at the Villa by 3:00 p.m. local time on the day after the Arrival Date, the No-Show Fee will be charged. The Club may waive the No-Show Fee at its discretion.

P3.6 **CREDIT CARD.** Before the Commencement Date, you must give the Club details of a valid credit card against which the Club can charge Daily Fees and other Payments (the "Credit Card"). If the Credit Card details change, or a charge is declined by the card issuer, you must immediately give the Club details of another valid Credit Card. Each Credit Card must have at least US$5,000 of available credit. You authorise the Club (without any further authorisation or action) to charge all Payments to the Credit Card(s), and you will not withdraw that authorisation while you hold a Membership. You also authorise the Club to charge US$250 to your Credit Card when your Application is accepted, and each year on or about the anniversary date, to check the card details are valid; the Club will then credit US$250 to your Club account for your future use. If there is any dispute over a charge, you authorise the Club to give your Membership Application and these Guidelines to your credit card company.

P3.7 **PAYMENTS NET OF TAXES; SET-OFF; ESTIMATES.** All Payments must reach the Club net of all Taxes. On demand, you will pay the Club any extra amount needed so that the Club receives every Payment net of all Taxes. All Payments must be made in cleared funds and in full, without set-off, deduction or counterclaim. In addition to its rights at law, the Club may at any time, without notice to or consent from you, set off any debt or liability you owe the Club (in any capacity) against any debt or liability the Club owes (in any capacity) to you, a Family member or a Guest, even if they are in different currencies. Where the exact amount you owe the Club is not yet known, the Club will use reasonable endeavours to estimate it.

P3.8 **LATE PAYMENT INTEREST AND COSTS.** If any Payment is not paid by its due date, you must pay the Club interest on it, plus a US$25 charge for every declined credit card charge (to the extent the law allows). Interest accrues on the unpaid amount at 20% per year (or, if lower, the maximum rate the law allows), compounded daily, from and including the due date until (but not including) the date the Payment is paid in full. To the extent the law allows, you will pay any Taxes on that interest so that the Club receives the interest free of Taxes. The Club may recover from you all costs, including attorneys' fees on a client/lawyer basis, incurred in collecting overdue Payments or in enforcing its rights under these Guidelines or otherwise. A Member who is overdue with any Payment to Distinctive Holiday Homes, or who has not made a Payment when asked, is not a Member of Good Standing, loses rights and privileges (P2.3) and is subject to P6.11.2.

Chapter 4 – Booking Villas

At a glance

4.1 HOW BOOKING WORKS. Bookings are first come, first served. There are two types, depending on how far ahead you book (Table 3). You can stay 2 to 14 nights, arriving and leaving on any day of the week. As a new Member, you can book stays arriving more than 4 weeks after your Commencement Date (the Club may waive this when availability allows). You may hold Bookings for up to two different Villas on the same Day. You may allocate up to 14 Entitlement Days a Year to members of your Extended Family, who can then stay as the Primary Resident without you being there (P5.3). See P4.1 to P4.4.

Table 3 – Booking windows and types (summary)

	Advance Booking	Space Available ("On Request") Booking
When you can book	2 years to 90 days before arrival (P4.6)	90 days to 7 days before arrival (P4.9.2)
What it uses	Entitlement Days plus AB Credits (P4.7, P4.8)	Your remaining Entitlement Days first (at US$0, including Entitlement Days converted to Space Available Days). Only once your Entitlement Days run out can you purchase extra Space Available Days at US$199/Day during booking. Uses no AB Credits (P4.9.1, P4.9.3)
How many	Limited by your AB Credits	Max 2 held at once (max 1 booked 60–90d out; 2nd <60d)
Allocate to Extended Family?	Yes, using Entitlement Days only (P5.3)	No
Club services	Concierge and daily housekeeping on request at Club-run Villas (P5.1)	Some benefits of Advance Bookings may not apply. Check with Head Office (P4.2, P5.1.2)

At a glance (continued)

4.2 SHIFTING ENTITLEMENT DAYS BETWEEN YEARS. You can carry forward up to 7 Entitlement Days, with 1 AB Credit, into the next Year if you transfer them on the Website at least 6 months before the end of the current Year. You can also borrow up to 7 Entitlement Days, with 1 AB Credit, from the next Year if you transfer them on the Website at least 30 days before the end of the current Year. If you borrow, next Year's Annual Dues become due when you book with the borrowed AB Credit or, if earlier, 14 days after the transfer. See P4.5.

4.3 ADVANCE BOOKINGS. Advance Bookings can be made from 2 years to 90 days before the Arrival Date. Each Villa's Club Category (Table 2) sets how many Entitlement Days a 7-night stay uses; other lengths use the formula in P4.8.5. An Advance Booking uses 1 AB Credit for every set of up to 7 Entitlement Days, including a part set; if you would rather not use an extra AB Credit for a part set, those days can be used as Space Available Days or you can buy another AB Credit (P4.8.5.2). Special Holiday Dates use no extra AB Credits. When a Booking uses your last AB Credit, any Entitlement Days you have left for that Year are converted to Space Available Days (P4.7). See P4.6 to P4.8.

4.4 SPACE AVAILABLE BOOKINGS. You can make Space Available Bookings 90 to 7 days before arrival, and they use no AB Credits. Space Available Days come from your Entitlement Days first and are not sold separately: every Space Available Booking automatically uses your remaining Entitlement Days (and any Entitlement Days converted into Space Available Days once your AB Credits are used) first at US$0. Only once you have run out of Entitlement Days for the Year can you purchase additional Space Available Days at US$199 per Day of the Villa's day cost to complete or make a Space Available Booking. You may hold up to 2 Space Available Bookings at once (max 1 booked 60–90 days out; 2nd booked <60 days out). See P4.9.

4.5 CANCELLING A BOOKING. What happens depends on the type of Booking and how far ahead you cancel.

Table 4 summarises the rules in P4.9.5.

Table 4 – Cancelling a Booking (summary)

Booking type	When you cancel (days before arrival)	What happens	Rule
Advance	More than 90 days	AB Credit(s) and Entitlement Days restored. Any days converted at that Booking go back to Entitlement Days	P4.9.5.1
Advance	90 to 31 days	AB Credit(s) not restored. Entitlement Days used become Space Available Days	P4.9.5.2
Advance	30 days or fewer	Fully charged. You get 1 Space Available Day for each cancelled Day that another Member later books at the same Villa	P4.9.5.3
Space Available	60 days or more	All Entitlement Days and Space Available Days used are restored	P4.9.5.4
Space Available	59 days or fewer	Fully charged. The days used are not restored	P4.9.5.5
Any Booking	7 days or more	Any Extended Family Allocation Credits used are also restored	P4.9.5.6
Any Booking	No-Show	Treated as fully used. No-Show Fee charged	P4.9.6

Policy Four – Booking Villas

The booking system

P4.1 **BOOKINGS AND THE WEBSITE.** A Booking is a Member's reservation of one Villa for a period of consecutive Days, under the Guidelines current at the time. You must make a Booking before each use of a Villa. You can book on the Website, through any Club office or by any other means the Club provides. The Club accepts Bookings on a first-come, first-served basis, so every Booking is subject to earlier Bookings. All Bookings are subject to these Guidelines. Unless the Club agrees otherwise in its sole discretion, you may only book Arrival Dates more than 4 weeks after your Commencement Date. If you hold a Booking for a Villa on any Day, you may book one other, different Villa for the same Day. The Club operates the Website for Bookings and Member information. You agree to the Website terms of use as posted from time to time. If the Website and these Guidelines conflict, these Guidelines prevail. You must keep your Website password confidential. The Club may treat any use of, or communication through, the Website made with your password as a valid use or communication by, from or to you. Once a valid Booking is made, Club staff will try to respond to all your communications promptly. However, the Club is not responsible for any promise, adjustment, change or request made outside the Club Website's communication (email) tool.

P4.2 **ADVANCE AND SPACE AVAILABLE BOOKINGS.** Each Booking is either an "Advance Booking" or a "Space Available Booking", depending on how far ahead it is made. Advance Bookings can generally be made in the "Advance Booking Window", from 2 years to 90 days before the Arrival Date. The maximum number of Advance Bookings you can make in a Year is the number of AB Credits in your Membership account. To book a stay starting less than 90 days ahead, you may make a Space Available Booking under these Guidelines. A Booking with an Arrival Date exactly 90 days ahead may be made as either type. Generally, you may make an unlimited number of Space Available Bookings each Year (but see the limit in P4.9.1). Some benefits of an Advance Booking are not extended to Space Available Bookings, in particular where a Space Available Booking costs the Member less than it costs the Club to provide those benefits. Please confirm your benefits with Head Office before booking.

P4.3 **LENGTH OF STAY.** Every Booking must be for at least 2 nights and no more than 14 consecutive Days at a Villa. You may arrive and leave on any day of the week. In counting the Days in a Booking, the Arrival Date is included and the departure date is not. For example, a stay from a Wednesday to the following Wednesday is 7 Days (7 nights). In these Guidelines, the number of nights of a stay equals the number of Days booked.

P4.4 **BOOKING CONDITIONS.** A Booking becomes effective when the Club accepts it and you receive the Club's Written Notification by email. Every Booking is subject to:

P4.4.1 all applicable Daily Fees and other Booking charges being received by the Club in cleared funds by the deadline in P3.5 (or, for purchased Space Available Days, P4.9.3);

P4.4.2 all liability waivers the Club requires (as stated on the Website) being signed and received by the Club on or before the Arrival Date. If the Member or any of the Member's Guests has not signed the waiver before or on arrival, the Booking will be cancelled immediately and permission to stay at the Villa ends, with no refund to the Member and no financial liability for the Club;

P4.4.3 the Member remaining a current Member throughout the Days booked; and

P4.4.4 any maintenance or upgrade work needed at the Villa, and any Force Majeure Event or emergency. You must hold valid travel insurance.

P4.5 **MOVING ENTITLEMENT DAYS BETWEEN YEARS.** For extra flexibility, the following transfers are allowed, using the Members' Website:

(a) Carry forward. You may carry forward up to 7 Entitlement Days from the current Year to the next Year, together with 1 AB Credit transferred at the same time. You must make the transfer no later than 6 months before the end of the Year from which the days and AB Credit are transferred.

(b) Undo a carry forward. If you change your mind, you may transfer the days back to the current Year no later than 7 days before the end of the Year from which they were transferred.

(c) Borrow. Whether or not you have made or undone a carry forward, you may borrow up to 7 Entitlement Days from the next Year into the current Year, together with 1 AB Credit transferred at the same time. You must make the transfer no later than 30 days before the end of the Year into which the days and AB Credit are transferred.

(d) Dues when you borrow. If you borrow, the Annual Dues for the next Year become due when you make a Booking using the borrowed AB Credit or, if earlier, 14 days after the transfer. If they are not paid, the Club may cancel the Booking at its discretion.

(e) Everything else expires. Except as set out in this P4.5, AB Credits, Entitlement Days, Space Available Days and other unused benefits cannot be carried forward or back between Years. Any that are not used or transferred expire on the anniversary date at the end of the Year.

Advance Bookings

P4.6 **ADVANCE BOOKING WINDOW.** From 2 years to 90 days before your intended Arrival Date at a Destination, you may apply to the Club for an Advance Booking.

P4.7 **USING AB CREDITS; CONVERTING ENTITLEMENT DAYS.** In any Year you may make no more Advance Bookings than the AB Credits in your Membership account allow. Each Advance Booking uses the AB Credits worked out under P4.8.5 (1 for every set of up to 7 Entitlement Days), so a Booking that needs more than one AB Credit reduces the number of Advance Bookings you can make that Year. You can buy extra Blocks (7 Entitlement Days plus 1 AB Credit) and extra AB Credits without Entitlement Days, at the prices in Table 1 or as later published on the Website. If you do not have enough AB Credits for a stay, you may buy more, use the part-set option in P4.8.5.2 or, within the Space Available Window, make a Space Available Booking instead. An Advance Booking for a stay in a different Year from the Year in which it is made uses AB Credits from the Year the

Booking is made, and Entitlement Days from the Year of the stay. Whenever the Club accepts a Booking that uses your last AB Credit and you have Entitlement Days left, the Club will convert each remaining Entitlement Day into a Space Available Day for your use during that Year. Cancelling an Advance Booking under P4.9.5.2 or P4.9.5.3 can also give you converted Space Available Days. See P4.8 for more detail.

P4.8 HOW MANY DAYS AND AB CREDITS A BOOKING USES. Each Advance Booking uses Entitlement Days from the Year in which the Villa is to be occupied. Each Villa has a weekly day cost (the days used for a 7-night stay) set by its Club Category in Table 2. Some Villas therefore use more or fewer Entitlement Days than the number of nights stayed. For the Leopard 48 Catamaran yacht, the 1-Cabin Catamaran (adults only) has a weekly day cost of 10 Days (1.4 Days/night), the 2-Cabin Family Catamaran (required for families with children) has a weekly day cost of 20 Days (2.9 Days/night), and booking the whole yacht uses 4 × 1-Cabin or 2 × 2-Cabin (40 Days/week), plus the mandatory US$199/night Meal Plan. The formula in P4.8.5 is applied to that total.

P4.8.1 For an Advance Booking you may use only Entitlement Days, together with the required AB Credits. For a Space Available Booking, your remaining Entitlement Days (and any Entitlement Days converted to Space Available Days once your AB Credits are used) are always applied first at US$0, and only once your Entitlement Days run out may you purchase additional Space Available Days at the Daily Fee (US$199/Day) to complete the Booking. P4.8.4 covers special situations.

P4.8.2 An Advance Booking may be for any period from 2 to 14 nights at one Villa, starting and ending on any day of the week. The Entitlement Days and AB Credits used are worked out under P4.8.5.

P4.8.3 Special Holiday Dates (listed in the Third Schedule): an Advance Booking that includes Special Holiday Dates uses no extra AB Credits; the usual rule in P4.8.5 applies. However, you may not make an Advance Booking of the same Villa for the same Special Holiday Date in two Years in a row. This restriction applies only to Special Holiday Dates.

P4.8.4 The Club sometimes offers a Villa, or a particular stay, for more or fewer Days than the actual number of nights. Our Membership Directors can help with these special offers; contact Head Office.

P4.8.4.1 If the offer gives you more nights than the Days charged (for example, a 7-night stay charged as 5 Days), an Advance Booking may use only Entitlement Days, with the required AB Credit(s). A Space Available Booking of that offer may use both Entitlement Days and converted Space Available Days.

P4.8.4.2 If the offer gives you fewer nights than the Days charged (for example, a larger Villa for 7 nights charged as 14 Days), an Advance Booking may use only Entitlement Days, with the required AB Credit(s). If you do not have enough Entitlement Days remaining, all of your remaining Entitlement Days are applied first and you may either purchase the shortfall Days at the Daily Fee (once your Entitlement Days run out) or add extra Blocks or AB Credits at the rates in Table 1 to complete the Booking. Prices may change, so please confirm with Head Office.

P4.8.5 The stay formula. For any stay of 2 to 14 nights, the Club works out the days used as follows:

P4.8.5.1 **Days used** = the Villa's weekly day cost x the number of nights ÷ 7, rounded up to the next whole Day. This applies to Advance Bookings (Entitlement Days) and Space Available Bookings (Entitlement Days, then Space Available Days).

P4.8.5.2 **AB Credits used** (Advance Bookings only): 1 AB Credit for every set of up to 7 Entitlement Days used, including a part set. So 1-7 days use 1 AB Credit, 8-14

days use 2, 15-21 days use 3, and so on (for example, a 7-night stay in a 9-day Villa uses 9 days and 2 AB Credits). If you do not want to use an extra AB Credit for a part set, you may either (a) have the Entitlement Days in that part set converted to Space Available Days and used for the Booking without an AB Credit (subject to the Space Available rules in P4.9), or (b) buy another AB Credit (currently US$899, Table 1). Special Holiday Dates use no extra AB Credits (P4.8.3).

P4.8.5.3 You may always ask a Membership Director to confirm the result before you book. The Days and AB Credits shown in the Club's Booking confirmation are the amounts used. Examples are in Table 5.

Table 5 – Examples of the stay formula (Special Holiday Dates make no difference)

Villa (weekly day cost)	Nights	Days used	AB Credits used (Advance)	Space Available top-up price if 0 Entitlement Days remain (Entitlement Days always applied first at US$0)
Two Bedroom Villa (21)	3	21 x 3 ÷ 7 = 9	9 days = 1 set of 7 + a part set, so 2	9 x US$199 = US$1,791
Two Bedroom Villa (21)	7	21	3	21 x US$199 = US$4,179
Two Bedroom Villa (21)	10	30	5	US$5,970
One Bedroom Villa (14)	3	6	1	US$1,194
One Bedroom Studio (9)	5	45 ÷ 7 = 6.4, so 7	1	US$1,393
One Bedroom Studio (9)	7	9	2 (or 1, with the 2 part-set days used as Space Available Days)	US$1,791
Hotel Suite (7)	2	2	1	US$398
Yacht, 1-Cabin Catamaran (10)	7	10	2	10 × US$199 = US$1,990 (plus US$199/nt Meal Plan)
Yacht, 2-Cabin Family Catamaran (20)	7	20	3	20 × US$199 = US$3,980 (plus US$199/nt Meal Plan)
Whole Yacht, 4×1-Cabin or 2×2-Cabin (40)	7	40	6	40 × US$199 = US$7,960 (plus Meal Plan)
Yacht, 2-Cabin Family Catamaran (20)	4	20 × 4 ÷ 7 = 11.4, so 12	2	12 × US$199 = US$2,388 (plus Meal Plan)

Space Available Bookings

P4.9 **HOW SPACE AVAILABLE DAYS WORK (DRAWN FROM ENTITLEMENT DAYS FIRST; PURCHASED ONLY ONCE ENTITLEMENT DAYS RUN OUT). Space Available Days are not a standalone product that can be purchased separately from your Entitlement Days. Instead, Space Available Bookings draw directly from your Membership's Entitlement Days first (including Entitlement Days converted into Space Available Days during that Year under P4.7, P4.9.5.2 and P4.9.5.3 after your AB Credits are used). Only once you have used all of your Entitlement Days (and any converted Space Available Days) for the Year may you purchase additional Space Available Days from the Club under P4.9.3 to cover a Space Available Booking.**

P4.9.1 **No AB Credits needed; Entitlement Days always used first; 2-booking active limit. Space Available Bookings do not use or need AB Credits. You may make an unlimited number of Space Available Bookings each Year, provided you hold no more than 2 active Space Available Bookings in the Club's booking system at any one time (with at most 1 booked 60 to 90 days before the Arrival Date, and a 2nd booked fewer than 60 days before the Arrival Date). When you make a Space Available Booking, the Club automatically applies all of your remaining Entitlement Days and converted Space Available Days first (at US$0) before any additional Space Available Days can be purchased under P4.9.3 (subject to P4.8.4 for certain Bookings).**

P4.9.2 Space Available Window. You can make a Space Available Booking from 90 days to 7 days before the Arrival Date. In other words, the Arrival Date must be no more than 90 days, and at least 7 days, after the date you make the Booking.

P4.9.3 **Purchasing additional Space Available Days once Entitlement Days run out. You cannot buy Space Available Days separately in advance or while unused Entitlement Days remain on your Membership. When making a Space Available Booking during the Space Available Window (90 to 7 days before the Arrival Date), once your remaining Entitlement Days and converted Space Available Days are applied first and run out, you may purchase the remaining Days needed for that Booking as additional Space Available Days at the Daily Fee (currently US$199 per Day of the Villa's day cost, subject to change). The amount payable is US$199 multiplied only by the shortfall Days after all of your remaining Entitlement Days and converted Space Available Days have been deducted first. You must pay for purchased Space Available Days at least 7 days before the Arrival Date. You are welcome to make Space Available Bookings immediately before or after an Advance Booking at the same Destination, as long as you follow all the other rules for Space Available Bookings.**

P4.9.4 Length of a Space Available Booking.

P4.9.4.1 [Not used in Edition 1.1. The Edition 1.0 rule requiring 7- or 14-day Sunday-to-Sunday stays for Bookings made 61 to 90 days ahead has been removed.]

P4.9.4.2 A Space Available Booking may be for any period from 2 to 14 nights at any one Destination, arriving and leaving on any day of the week, whenever it is made within the Space Available Window.

Cancelling Bookings

P4.9.5 Cancellation of a Booking by the Member.

P4.9.5.1 If you cancel an Advance Booking more than 90 days before the Arrival Date, the AB Credit(s) and Entitlement Days used for that Booking are restored to you. Any Entitlement Days that were converted to Space Available Days under P4.7 when that Booking was made are converted back to Entitlement Days.

P4.9.5.2 If you cancel an Advance Booking between 90 and 31 days (inclusive) before the Arrival Date, the AB Credit(s) used are not restored, and the Entitlement Days used are converted to Space Available Days for you. Any Entitlement Days that were converted to Space Available Days under P4.7 when that Booking was made remain Space Available Days.

P4.9.5.3 If you cancel an Advance Booking 30 days or fewer before the Arrival Date, the AB Credit(s) and Entitlement Days used remain fully charged. However, for each cancelled Day that another Member later books at the same Villa, the Club will credit you with one Space Available Day.

P4.9.5.4 If you cancel a Space Available Booking 60 days or more before the Arrival Date, the Club will restore to you all Space Available Days and Entitlement Days used for that Booking.

P4.9.5.5 If you cancel a Space Available Booking 59 days or fewer before the Arrival Date, the Entitlement Days and Space Available Days used for the Booking remain fully charged and are not restored.

P4.9.5.6 In addition, if you cancel any Booking 7 days or more before the Arrival Date, the Club will restore to your Membership any Extended Family Allocation Credits used for that Booking.

P4.9.6 Cancellation by the Club; No-Shows. The Club may cancel a Booking immediately if you have not arrived at the Villa by 3:00 p.m. local time on the day after the Arrival Date (a "No-Show"). After such a cancellation you are treated as having used the Villa for all the Days booked. The Club does not have to restore any AB Credits, Entitlement Days, Space Available Days or Extended Family Allocation Credits used for the Booking, but may do so in its sole discretion. The No-Show Fee applies.

P4.9.7 Club's good-faith decisions. The adjustments to AB Credits, Entitlement Days and Space Available Days under this P4.9 apply despite any other adjustments described elsewhere in this Policy. The Club will try in good faith to tell you promptly about any adjustment to your AB Credits, Entitlement Days, Space Available Days or Extended Family Allocation Credits, and about any cancellation of a Booking by the Club under these Guidelines. The Club's good-faith decisions on these matters are final. The Club has no other duty or liability in that regard.

Chapter 5 – Using Club Villas

At a glance

5.1 CLUB SERVICES. For Advance (AB Credit) Bookings at Villas the Club owns and operates, the Club provides a concierge to help you plan your stay, including arranging food and beverage supplies, and daily housekeeping on request. Anything extra you ask for or cause (for example food and beverage, island transfers, excursions, fuel, telecommunications, insurance excess or damage) is paid by you. Some third-party Villas (not owned or operated by the Club), and some Space Available Bookings, may not include these services, so please check with Head Office. See P5.1.

5.2 YOU AND YOUR GUESTS. You, your Member Representatives, your Immediate Family and Extended Family and your Guests can stay at no extra cost, up to the Villa's published maximum occupancy (infants aged 0-5 are not counted). A Primary Resident (you, a member of your Immediate Family or, with an allocation, a member of your Extended Family) must be present whenever the Villa is used, and overnight every night. See P5.2 to P5.5.

5.3 STANDARDS OF CONDUCT. Everyone must behave to the highest standards and obey the law. Other rules may apply, such as the rules of a resort Complex. Abusive behaviour towards staff or contractors, or not following the Guidelines or the requirements of the Destination or Concierge, can lead to the Booking being cancelled with no refund. See P5.6 to P5.8.

5.4 IF A VILLA IS UNAVAILABLE. If the Club cannot provide a Villa you have validly booked, it will either provide a replacement, restore your credits, or credit part of your Annual Dues, as set out in P5.9. The Club's liability is limited as stated in P5.9.4. You must hold travel insurance; the Club is not liable for your extra costs.

Policy Five – Using Club Villas

P5.1 **SERVICES THE CLUB PROVIDES.** The Club will provide or arrange:

P5.1.1 a concierge for each Villa, for Advance (AB Credit) Bookings where appropriate, to help Members plan their stay, including arranging food and beverage supplies;

P5.1.2 daily housekeeping at each Villa on request, the cost of which is included in the Annual Dues. Some Space Available and third-party Bookings are not, or may not be, entitled to the benefits of Advance Bookings, so please check with Head Office before booking; and

P5.1.3 help with arranging local arrival and departure transfers to and from your Villa for you and your Guests, at the Member's expense.

P5.1.4 Island transfers are not included with a Booking and are an additional cost.

P5.1.5 Any additional services (not included as described above) requested or incurred by the Member or Primary Residents (for example meal plans, food and beverage, transfers, excursions, fuel, telecommunications, insurance excess, damage and fines) are payable by the Member. These additional services, food and supplies will be charged to the Member's Credit Card within 60 days after the end of the Booking.

P5.2 **PRIMARY RESIDENT.** At least one of the following people (a "Primary Resident") must be present at the Villa at all times while anyone is using it during a Booking, and overnight every night: (A) for a Corporate Membership, a Member Representative; or (B) for any other Membership, the Member or a person in the Member's Immediate Family (or, under P5.3, a person in the Member's Extended Family). The Primary Resident may bring additional Guests to the Villa at no extra cost, up to the Villa's maximum occupancy under P5.4. When a Family member is the Primary Resident, that person takes on the Member's responsibilities under these Guidelines on the Member's behalf. The Member is liable for any failure by that person (and his or her Guests) to meet those responsibilities.

P5.3 **ALLOCATIONS TO EXTENDED FAMILY.** If you would like one or more members of your Extended Family to be the Primary Resident for any Day or Days of a Booking, you must tell the Club at least 7 days before the Arrival Date (or, if later, when you make the Booking) and give the Club any details it asks for. Only Bookings that use Entitlement Days (not Space Available Days) can be allocated. A Membership may allocate up to 7 Entitlement Days in total to Extended Family members each Year (its "Extended Family Allocation Credits").

P5.4 **WHO MAY STAY, AND HOW MANY.** Only the Member, Member Representatives, Immediate Family members, Extended Family members and Guests may use the Villa during a Booking. Each Villa may be used by no more than the maximum number of persons published for that Villa on the Website. Infants (aged 0-5) do not count toward the maximum occupancy. For the yacht, each cabin sleeps 2 and the whole yacht sleeps 8. Charges for extras (such as meals and transfers) use the age bands in the First Schedule ("Charge Age Bands").

P5.5 **CONDITIONS OF USE.** The Member must make sure that:

P5.5.1 no later than 48 hours before the Arrival Date, the Club has a list of everyone who will be at the Villa during the Booking (names, ages and countries of residence), showing who will be the Primary Resident(s); and every Member and Guest has completed the Club's standard liability waiver by the time set in P4.4.2; and

P5.5.2 unless the Member is a Corporation, the Villa is used for private purposes only and not for any commercial use.

P5.6 **OTHER RULES THAT APPLY.** All Members and Guests are treated as knowing, and must comply with:

P5.6.1 these Guidelines and any additional rules for the Villa published by the Club on the Website or provided at the Villa, including on maximum occupancy; and

P5.6.2 all other rules that apply to the Villa, for example the rules of any Complex the Villa is part of.

P5.7 **STANDARDS OF CONDUCT.** Members and Guests must behave to the highest standards while using a Villa and comply with all applicable laws, including the laws of the place where the Villa is located. Members are responsible for their own conduct and that of their Guests during, and in connection with, the use of the Villa and within any Complex. Behaviour that the Club decides is untoward or abusive towards Club staff, employees or third-party contractors will not be tolerated. If that happens, or if anyone fails to follow these Guidelines or the requirements of the Destination or the Concierge, the Club may at its discretion cancel the Booking immediately, with no refund or compensation to the Member and no liability for the Club.

P5.8 **CODE OF CONDUCT.** The Club may amend these Guidelines to include a Code of Conduct for Members' and Guests' behaviour while using any or all Villas. Any Code of Conduct will be published on the Website, in these Guidelines or at the Villa(s).

P5.9 **IF A BOOKED VILLA IS UNAVAILABLE.** If the Club fails to meet its obligations to let you use a Villa you have validly booked, the Club will, at its discretion, do one of the following:

P5.9.1 provide, at the Club's cost, a replacement Villa of comparable quality and nature that is acceptable to you (acting reasonably) and to the Club. The cost to the Club will not exceed, for an Advance Booking, the amount of your Annual Dues or, for a Space Available Booking, the Space Available cost of the Booking; or

P5.9.2 restore to your account (A) all AB Credits used for the Booking and (B) all Entitlement Days and Space Available Days used for the Booking that you could not use because of the Club's failure; or

P5.9.3 both (A) restore to your account any Space Available Days used for the Booking that you could not use because of the Club's failure, and (B) credit to your Club account a share of your Annual Dues for that Year equal to (i) the number of Entitlement Days used for the Booking that you could not use because of the Club's failure, divided by (ii) the total number of Entitlement Days your Membership receives for that Year under the Plan.

P5.9.4 The Club's total liability, including for any loss, damage, expense or claim of any kind under any head (including contract, tort, negligence, breach of statutory duty or otherwise), for any failure to meet its obligations under these Guidelines or any other obligation to you in relation to a Booking, is limited to complying with this P5.9, and will not exceed the share of the Annual Dues you paid, or the Space Available Days you paid for, that relate to the disrupted stay. Members must hold valid travel insurance.

Chapter 6 – Cancellation and Termination of Membership

At a glance

6.1 MEMBERSHIPS ARE NOT TRANSFERABLE. A Membership cannot be transferred or sold, privately or publicly, without the Club's prior written approval, any queue process and payment of a non-refundable transfer fee. You may still have important rights when a Membership is cancelled, as explained below. See P6.1.

6.2 CANCELLING YOUR MEMBERSHIP. You can rescind within 7 days of signing your Membership Application, without penalty or obligation. If you have not used a Booking, you can cancel by the 90th day after signing and receive a refund of your Membership Deposit (but not Annual Dues) less the Cancellation Administrative Fee. After that, cancellations go through a 1-in:1-out queue, and your Membership Deposit is refunded, less the Cancellation Administrative Fee, once a New Member has joined. If you introduce a suitable new Member yourself, you can skip the queue. Annual Dues are fully earned by the Club on the Commencement Date and are never refunded except as these Guidelines expressly say. See P6.2 and Table 6.

6.3 DEATH, SEPARATION AND CORPORATE INSOLVENCY. The Club has fair processes for when a Member dies, a Couple separates, or a Corporate Member becomes insolvent, generally allowing a transfer within 90

days. See P6.3 to P6.5.

6.4 TERMINATION BY THE CLUB; CLUB END DATE. The Club may terminate a Membership for the causes listed in P6.6, or without cause under P6.10. A termination for cause is treated as a voluntary cancellation for refund purposes, and extra deductions apply if it is for non-payment. Refunds on termination by the Club are paid within 60 days (P6.11). All Memberships end automatically on 1 January 2065 unless the Club extends that date. The Club may also end the Club on at least six months' Written Notification to all Members (P6.9 and P7.9).

Table 6 – Ending a Membership: what is refunded (summary)

Situation	Membership Deposit	Annual Dues	Cancellation Administrative Fee	Queue (P6.2.4)
Rescission within 7 days of signing (P6.2.1.1)	Refunded in full	Refunded in full	Not charged	No
Cancellation by day 90, no Booking used (P6.2.1.2)	Refunded less the fee	Not refunded	Deducted	Yes
Any other cancellation by the Member (P6.2.1.3)	Refunded less the fee, once a New Member joins	Not refunded	Deducted	Yes
Termination by the Club for cause (P6.6, P6.11)	Refunded less the fee (as for a cancellation by the Member), less 150% of any unpaid amount if for non-payment	Not refunded	Deducted	No – paid within 60 days
Termination by the Club without cause (P6.10, P6.11.1)	Refunded less the fee	Not refunded	Deducted	No – paid within 60 days
Club end date or Club dissolution (P6.9, P7.9)	Paid only from liquidation proceeds, in the order set out in P7.9	–	–	No

Policy Six – Cancellation and Termination of Membership

P6.1 **MEMBERSHIPS NOT TRANSFERABLE.** Memberships are not transferable under any circumstances and may not be sold privately or publicly under any circumstances, except with the Club's prior written approval, subject to any queue process and on payment of a non-refundable transfer fee. However, a Member may have substantial rights when a Membership is cancelled, as described in these Guidelines.

P6.2 **MEMBER'S VOLUNTARY CANCELLATION.** A Member may cancel a Membership only as set out in this P6.2. A Member who does so is the "Cancelling Member". A Cancellation Administrative Fee applies to every cancellation by a Member, except a rescission under P6.2.1.1.

P6.2.1 How to cancel. To cancel, send a written cancellation request to the Club at the Head Office (3738 Sawgrass Place, Santa Rosa, CA 95403, USA; see the Second Schedule) by overnight commercial courier. A request sent this way is a "Cancellation Request". The outcome depends on when you send it:

P6.2.1.1 **Within 7 days of signing your Membership Application (rescission).** You may rescind your Membership without penalty or obligation by giving Notice to the Club within 7 days after the date you signed your Membership Application (a Cancellation Request, or Notice given as set out in your Membership Application, is sufficient). The Club will refund all Payments you have made in full. No Cancellation Administrative Fee applies and the queue in P6.2.4 does not apply.

P6.2.1.2 **By the 90th day, if you have not used a Booking.** If you have not used any Booking by the 90th day after the date you signed your Membership

Application, you may send a Cancellation Request no later than that 90th day. The Club will refund 100% of the Membership Deposit, less the Cancellation Administrative Fee. Annual Dues are not refunded. The refund is made on a 1-in:1-out basis under P6.2.4.

P6.2.1.3 **At any other time.** Any other Cancellation Request is processed through the 1-in:1-out queue in P6.2.4. The Club will refund the Membership Deposit, less the Cancellation Administrative Fee, once a New Member has joined (P6.2.4 to P6.2.7). Annual Dues are not refunded.

P6.2.2 Refunds payable to a Member under this Policy Six are payable at the Club's offices in the United States. If you ask for the refund to be paid anywhere else, you must pay any Taxes or transfer fees, and the Club may deduct from the refund any Taxes or transfer fees it has to pay.

P6.2.3 A Cancellation Request cannot be withdrawn for one (1) month after the Club receives it. The Club processes Cancellation Requests in the order it receives them. From the Cancellation Request until any Written Notification of cancellation under P6.2.6: (i) you may continue to make Bookings and use the Destinations; and (ii) all Payments (including Annual Dues) that are payable, or become payable, by you to the Club remain payable. The Club may refuse a Cancellation Request if the Cancelling Member is in breach of these Guidelines, or if the Club has issued a Written Notification of termination under P6.6 during the 30 days before the date of the Cancellation Request.

P6.2.4 For each Membership to be cancelled, the Club must first gain a new Member (a "New Member"). Under this 1-in:1-out system, the Cancellation Request is placed in a queue with all other Cancellation Requests (if any) and processed in order of the date it was submitted. However, if the Cancelling Member has introduced to the Club, as a prospective Member, a person previously unknown to the Club who is eligible for the type of Membership being cancelled, P6.2.8 applies instead.

P6.2.5 The New Member must have signed a Membership Application and any additional agreement the Club then requires, and paid the Membership Deposit, Annual Dues and any other Payments due on joining, and the new Membership must be effective in all respects. The Club may, in its sole discretion, waive the requirement for a New Member to join before a cancellation takes effect.

P6.2.6 When the Club decides that the conditions in this P6.2 have been met, it will give Written Notification to the Cancelling Member and the New Member. From then: (i) no more Bookings may be made under the Cancelling Member's Membership; (ii) any Bookings for future Arrival Dates under that Membership are treated as cancelled; (iii) the Cancelling Member's Membership is treated as cancelled for all purposes, except that any stay then in progress may be completed; and (iv) the New Member becomes a Member under his or her own Membership.

P6.2.7 On or before the 30th day after the Written Notification under P6.2.6, the Club will pay the Cancelling Member any refund due under P6.2.1 (which is already net of the Cancellation Administrative Fee, deducted once only), less any Taxes that apply to the refund and any money the Member then owes the Club. A payment to any Member Representative of the Cancelling Member counts as payment to the Member.

P6.2.8 If the Cancelling Member has introduced to the Club, as a prospective Member, a person previously unknown to the Club who is eligible for the type of Membership being cancelled, this P6.2 applies with the following changes:

P6.2.8.1 The queue process in P6.2.4 does not apply.

P6.2.8.2 The New Member must be approved as a Member, in writing, by the Club in its sole discretion.

P6.2.8.3 If the New Member is in the Immediate Family of the Cancelling Member, the Club may, by written agreement with the Cancelling Member, approve the cancellation and reissue without requiring a Membership Deposit under P6.2.5 and without making any refund under P6.2.7. In that case the Club will transfer the Cancelling Member's Membership Deposit to the New Member's account in its books.

P6.2.8.4 The Cancelling Member must have paid the Club the Cancellation Administrative Fee. The fee is reduced by 50% if the New Member is a Family member, or a Couple that includes a Family member.

P6.2.8.5 Any of the Cancelling Member's Bookings in the Club's booking system at the time of cancellation become the New Member's Bookings.

Death, separation and corporate insolvency

P6.3 **WHERE THE MEMBER IS AN INDIVIDUAL.** If a Member who is an Individual dies, the personal representatives with power to deal with the estate must transfer the Membership under P6.2.8 within 90 days. If they do not, the Member is treated as having given an irrevocable Cancellation Request.

P6.4 **WHERE THE MEMBER IS A COUPLE.** Where the Member is a Couple:

P6.4.1 if both Partners die within 7 days of each other, the Member is treated as having given an irrevocable Cancellation Request;

P6.4.2 if one Partner dies and the surviving Partner was the deceased Partner's spouse, the deceased Partner's interest may be transferred to the surviving Partner by the personal representatives with power to deal with the deceased Partner's estate giving written Notice of the transfer to the Club. The surviving Partner then holds the Membership as an Individual. If the transfer is not fully effected within 90 days after the death, or is not effective under any applicable law, the Member is treated as having given an irrevocable Cancellation Request; and

P6.4.3 if any event causes the Partners to stop being a Couple (the Club decides whether such an event has occurred and when), the Partners must give the Club written Notice naming who is to receive the Couple's interest: either (A) one of the Partners, who will then hold the Membership as an Individual; or (B) another person, under P6.2.8. If the transfer is not fully effected within 90 days after the event, the Member is treated as having given an irrevocable Cancellation Request.

P6.5 **WHERE THE MEMBER IS A CORPORATION.** If an Insolvency Event occurs in relation to a Member holding a Corporate Membership, that Member is treated as having given an irrevocable Cancellation Request.

Termination by the Club, suspension and the Club end date

P6.6 **TERMINATION OF MEMBERSHIPS BY THE CLUB.** The Club may terminate a Member's Membership by Written Notification to the Member if:

P6.6.1 the Member has not paid any Payment to the Club for more than 90 days after its due date;

P6.6.2 the Member is in breach of any other term of these Guidelines and has not fixed the breach within 14 days after receiving Notice from the Club to do so;

P6.6.3 the Member has breached the Member's obligations under these Guidelines 3 or more times in any period of 6 consecutive months; or

P6.6.4 any of the following applies:

P6.6.4.1 the conduct of the Member or any of the Member's Guests is or may be, in the Club's determination, offensive, abusive, unreasonable, threatening or potentially dangerous to the public, to any staff or representative of the Club, or to any person associated in any way with a Destination (including a neighbour or, if the Destination is part of a Complex, anyone else present at the Complex);

P6.6.4.2 that conduct is or may be, in the Club's determination, injurious to the reputation of the Club;

P6.6.4.3 that conduct is or may be, in the Club's determination, defamatory or possibly defamatory of any person;

P6.6.4.4 the Member has failed to arrive at a Destination by 3:00 p.m. local time on the day after the Arrival Date four times within any 12-month period; or

P6.6.4.5 an Insolvency Event occurs in relation to the Member.

P6.7 **OPTIONAL SUSPENSION.** Where the Club has a right to terminate a Membership, it may instead, by Written Notification, suspend the Member's ability to exercise the Member's rights and privileges for the period and on the terms the Club decides. The Member is not entitled to any compensation for a suspension.

P6.8 **YOUR RIGHT TO RESPOND.** Before the Club terminates or suspends a Membership under P6.6 or P6.7, the Member will have 14 days to respond to the reasons given in the Club's Written Notification of suspension or termination. Unless either party refers the matter to arbitration under P7.15 within 21 days after the Club's Written Notification to the Member, the Club's decision to terminate or suspend the Membership is final and not open to review.

P6.9 **CLUB END DATE.** Every Membership will end automatically on 1 January 2065, unless the Club, in its sole discretion, decides to extend the Club beyond that date. To do so, the Club must give Written Notification to all Members no later than 1 January 2065, stating the new end date. The Club may also, in its sole discretion, end the Club on at least six months' Written Notification to all Members. P7.9 and P7.10 apply when the Club ends.

P6.10 **TERMINATION WITHOUT CAUSE.** The Club may at any time, without cause, cancel a Membership by Written Notification to the Member stating that the cancellation is made under this P6.10.

P6.11 **REFUNDS ON TERMINATION BY THE CLUB.** If the Club terminates a Membership under P6.6 or P6.10, the Club will pay the Member a refund within 60 days after the termination (the queue in P6.2.4 does not apply). The refund is worked out as if the Member had given a Cancellation Request on the termination date (P6.2.1 and P6.2.7). A termination for cause is therefore treated as a voluntary cancellation for refund purposes. However:

P6.11.1 if the termination is without cause under P6.10, the payment to the Member will include the Membership Deposit, less the Cancellation Administrative Fee; and

P6.11.2 if the termination is wholly or partly due to the Member not paying any Payment, the Club may deduct 150% of the unpaid Payment from the money otherwise payable to the Member. The Member accepts this extra deduction as liquidated damages, because the Club's actual damages would be difficult or impossible to calculate. It is an agreed pre-estimate of the Club's damages, not a penalty.

Chapter 7 – General Matters and Legal Terms

At a glance

7.1 GUIDELINES AND CHANGES. We have written these Guidelines to be as readable as possible. The Club is the final interpreter of them. The Club may amend them, with at least one month's Written Notification, and may adjust the services, amenities or rules at any Destination. The latest Guidelines always apply and replace all earlier versions. See P7.1.

7.2 UNDERSTANDINGS, WARRANTIES AND INDEMNITIES. Policy Seven contains important terms: you rely on your own judgement and advice (P7.2); Membership is not an investment (P7.3); Villas are provided "as is" (P7.4); you use the Villas at your own risk and release the Club from claims (P7.5); and you indemnify the Club for losses you or your Guests cause (P7.6).

7.3 DISSOLUTION. If Cancellation Requests exceed 20% of Club Memberships for two consecutive years, the Club will review whether it remains viable, and may decide to dissolve. The Club may also end and dissolve the Club on at least six months' Written Notification. On dissolution, proceeds are paid out in a set order and Members' rights are limited (P7.9 and P7.10).

7.4 OTHER IMPORTANT TERMS. Policy Seven also covers force majeure (P7.11), notices (P7.12), privacy (P7.13), the Club's discretion (P7.14), Delaware law and arbitration in Los Angeles, California (P7.15), waivers (P7.16) and implied terms (P7.17).

Policy Seven – General Matters

P7.1 **GUIDELINES, CHANGES AND ENTIRE AGREEMENT.** These Guidelines have been written to be as readable as possible. As a result, ambiguities may arise, or situations may not be fully covered. In any case not covered, or not fully covered, by the Guidelines, or in any case of uncertainty, the Club, acting in good faith but otherwise in its sole discretion, is the final interpreter of the Guidelines as they apply to that situation, drawing on the general intent of these Guidelines. These Guidelines (as the Club may amend them from time to time), your Membership Application and any Plan Changes are the entire understanding of the parties about the Member's relationship with the Club. They replace all earlier agreements or understandings, written or oral, which have no further force or effect. The Club may amend the Guidelines by Notice to all Members, giving at least one month's Written Notification of any amendment, and may adjust any rules, services, amenities or restrictions applying to any Destination. The latest Guidelines always apply and replace all earlier Guidelines for all purposes. No Member is entitled to compensation because of any amendment or adjustment.

No reliance; not an investment

P7.2 **NO RELIANCE; INDEPENDENT DECISION.** In applying for and becoming a Member, the Member relies only on the Member's own judgement and on independent financial, legal and tax advice, which the Club advises every intending Member to obtain. No warranties have been given to the Member. The Member warrants that it has not relied on any representation made by the Club, or on any description, illustration or specification in any document (including catalogues or publicity material produced by the Club), except the disclosures in these Guidelines or those the Club expressly publishes in an attachment to the Member's Membership Application. The Member acknowledges that all aspects of the operations and finances of the Club, and all Villas, are matters exclusively for the Club's management.

P7.3 **MEMBERSHIP NOT AN INVESTMENT.** Membership gives certain rights to use the Villas the Club makes available from time to time, in accordance with these Guidelines. The Member does not obtain any interest (whether as lessee, tenant or holder of any legally recognised right) in any of the Club's assets, any Villa, or the Club's interest in any Villa. No Member may assign, charge or deal with their Membership except in accordance with these Guidelines or as approved by the

Club. Club Membership is not an investment. The Member has no economic or ownership expectations from the Membership other than as expressly set out in these Guidelines, and does not expect any form of economic benefit or return from it. Members have no right to any shareholding, board or management involvement, or decision-making in relation to the Club.

P7.4 **DESTINATIONS.** The Club alone decides which places become Destinations and which stop being Destinations, when and how that happens, and all aspects of the management and maintenance of each Villa at each Destination. The Member understands and agrees that the Destinations and Villas are provided "as is", without any warranty of any kind, express or implied, including (but not limited to) implied warranties of fitness for a particular purpose, merchantability or quiet enjoyment, or that any person will enjoy using the Villa, or as to performance, or that a Villa is or will be available, or otherwise.

Risk, indemnity and intellectual property

P7.5 **RISK.** The Member agrees that the Member, each Family member and each Guest travels to, has access to and uses each Villa entirely at their own risk. The Member releases the Club and its management, agents, employees and contractors, and the owner of each Villa, from all claims, loss, expense or damage (including special or consequential loss), arising under any head (including contract, tort, negligence, breach of statutory duty or otherwise), including for injury, disability or death, that may be suffered by the Member, any Family member, any Guest or any other party, arising out of or as a direct or indirect result of the Member making a Booking for, using, or inviting or allowing any person to have access to, any Villa.

P7.6 **INDEMNITY BY THE MEMBER.** The Member will at all times indemnify the Club and its manager(s), officers, employees and contractors, and hold them harmless, against any claim, loss, expense or damage (including third-party claims and special or consequential damages), arising under any head (including contract, tort, negligence, breach of statutory duty or otherwise), including for injury, disability or death, suffered by the Club and arising out of, or as a direct or indirect result of, any:

- **P7.6.1** breach by the Member or any Guest of any obligation or warranty under these Guidelines, or of any rules or restrictions that apply to any Villa;
- **P7.6.2** negligence or other act or omission of the Member, any Family member or any Guest;
- **P7.6.3** damage to any Villa or any Complex, or to any property in them, caused by the Member, any Family member or any Guest;
- **P7.6.4** damage to the Club's business reputation caused by the Member, any Family member or any Guest; or
- **P7.6.5** fraud, or an error not corrected within 3 days after a Notice from the Club, relating to any Credit Card details the Member has provided.

P7.7 **INTELLECTUAL PROPERTY.** During, or in connection with, the Member's Membership or the use of Destinations, the Member and others may have access to the Club's Intellectual Property. The Member will take all steps the Club asks to help the Club recover the Intellectual Property and protect all of the Club's rights in it and all related matters. The Member: (1) acknowledges that the Member has no rights in the Intellectual Property and that all rights in it are owned and retained by the Club; (2) will not itself obtain, retain or use the Intellectual Property, or allow any other person to do so; and (3) will immediately tell the Club if any person (including the Member) has possession of Intellectual Property adversely to the Club's interests, or has dealt with or may deal with Intellectual Property in any way.

P7.8 **INFORMATION TRUE.** The Member warrants to the Club that all information the Member provides is true and complete in all respects.

Dissolution

P7.9 **DISSOLUTION PROCESS.** If at any time the number of Members who have given Cancellation Requests to the Club is more than 20% of the total number of Club Memberships for two consecutive years, the Club will assess whether the Club remains viable. If the Club decides it is no longer financially viable to continue, it will give all Members a Notice of the Club's termination and intended dissolution ("Dissolution"). The Club may also, in its sole discretion, terminate and dissolve the Club on at least six months' Written Notification to all Members. The Club will also terminate and dissolve on the Club end date under P6.9. Once Notice of Dissolution is given, the Club and each of its limited liability company affiliates will promptly start the legal process of dissolution and winding-up under applicable state and national laws. The Club may appoint an independent third party to manage the Club's termination and may engage accountants, attorneys and brokers as it thinks appropriate. To the extent those laws permit, as determined by the Club's legal counsel, the Club and each affiliate will distribute all proceeds from the liquidation of property, less any internal or external costs of carrying out the Dissolution, in the following order:

P7.9.1 first, to any mortgage holder or other secured creditor of the Club, including any government body that has imposed a regulatory or tax-related lien or assessment on the Club;

P7.9.2 second (regardless of any Member's position in the queue under P6.2.4), to the Members, shared in proportion to their unused Entitlement Days, until each Member has received the refund a Cancelling Member would be entitled to under P6.2.1 and P6.2.7 (the Membership Deposit less the Cancellation Administrative Fee), or until all liquidation proceeds have been distributed;

P7.9.3 third, to the Club's other unsecured creditors; and

P7.9.4 fourth, to the Club's equity holders.

P7.10 **SUSPENSION OF CANCELLATIONS.** All Members acknowledge that, once they receive Written Notification from the Club under this Policy Seven, a Member may not cancel their Membership or receive a refund of any amount from the Club unless and until the Member receives Written Notification that the Club does not intend to pursue the Club's termination. All Members also acknowledge that liquidation proceeds after Dissolution may not be enough for the Club to refund Members the full amounts payable under these Guidelines. If the Club's termination occurs, all Members waive any and all rights they may have against the Club, any of its affiliated limited liability companies and the Club's management for any monetary or other damages relating to the Club's termination and the termination of their Membership. On the Club's termination, the Member's sole and exclusive remedy for damages (if any) is their pro-rata distribution, up to the amount of any refund due to the Member, under P7.9. The Member promises not to enforce any right or cause of action the Member may have that is inconsistent with this paragraph.

Force majeure

P7.11 **FORCE MAJEURE.** The Club is not liable for any breach of, failure to perform or delay in performing any of its obligations under these Guidelines where the breach, failure or delay is due wholly or partly to any of the following:

P7.11.1 act of God, war, acts of terrorism, civil disturbance, strike, labour dispute, fire, storm, flood, fog, bad weather, earthquake, shortage of power, labour, materials or transport, or breakdown of law and order;

P7.11.2 the act of any government or authority (including refusal or revocation of any licence or consent);

P7.11.3 power failure, failure of telecommunications, or failure or breakdown of plant, machinery or vehicles;

P7.11.4 default of suppliers or subcontractors;

P7.11.5 theft, vandalism or malicious damage; or

P7.11.6 any unforeseen event or matter, or any other cause or circumstance whatsoever beyond the Club's reasonable control.

Notices

P7.12 **NOTICES.** Notices and other communications under these Guidelines (including Booking requests and Booking confirmations) may be given to the addresses (including email addresses) and facsimile numbers notified by each party: for the Member, as set out in the Membership Application; and for the Club, as set out in the Second Schedule. They are treated as given:

P7.12.1 for a letter, 20 Days after being posted, correctly addressed and stamped;

P7.12.2 if delivered by hand, on delivery to the recipient or to that address;

P7.12.3 for facsimile or email, when transmitted with no indication of incomplete transmission to the recipient's last known facsimile number or email address. A Notice sent by facsimile must immediately be followed by posting or delivering the original Notice as set out above; and

P7.12.4 for a Written Notification given by the Club electronically, when it is emailed to the Member's email address or posted on the Website.

Each party must notify any change to its delivery address, email address or facsimile number to the other party under this paragraph within 48 hours of the change. Where the Club must give Written Notification to all Members, the Notification is not invalid because it was not correctly given to, or was not received by, every Member. A Written Notification or other communication given to any Member Representative of a Member is valid Notice to that Member.

Privacy

P7.13 **PRIVACY.** The Member accepts and agrees to comply with the Club's Privacy Policy as posted on the Website from time to time. The Member authorises the Club to collect information about the Member and the Member's Family from any other person, and to disclose information about the Member and the Member's Family, including their payment history, any history of defaults and whether they have kept to the Guidelines. The Club may use any information provided by, or in connection with, the Member or the Member's Family (including the information in the Member's Membership Application) to carry out its usual business activities and anything necessary for, or incidental to, those activities.

Other general terms

P7.14 **CLUB DISCRETION.** Any approval or discretion that the Club is required or entitled to give or exercise under, or in connection with, these Guidelines is at the Club's full and unfettered option. The Club does not have to act reasonably in exercising any discretion or power under these Guidelines or otherwise.

P7.15 **GOVERNING LAW; ARBITRATION.** These Guidelines and the Membership Application are governed by, and interpreted in accordance with, the laws of the State of Delaware, United States of America. Any dispute or difference between the Club and the Member arising in any way out of or in connection with these Guidelines will be referred to a single arbitrator agreed by the parties or, if they cannot agree, chosen in accordance with the rules of the American Arbitration Association. The arbitration will be conducted in accordance with, and under the auspices of, the American Arbitration Association. The arbitration hearing will take place in Los Angeles, California, USA.

P7.16 **WAIVER.** No failure or delay by the Club in exercising any power or right under these Guidelines operates as a waiver, and no single or partial exercise of any right or power prevents any other or

further exercise of that or any other right or power under these Guidelines. No waiver by the Club of any provision of these Guidelines is binding unless it is expressly made and confirmed in writing. Any waiver applies only to the matter, non-compliance or breach it expressly relates to, and not to any later or other matter, non-compliance or breach.

P7.17 **NO IMPLIED CONDITION OR WARRANTY.** Any condition or warranty that would otherwise be implied into these Guidelines is excluded to the maximum extent permitted by law. If a condition or warranty cannot be excluded, it is to be disregarded to the maximum extent permitted by law.

First Schedule – Dictionary and Interpretation

In these Guidelines, unless the context requires otherwise, the following terms have the meanings shown below.

Term	Meaning
AB Credit	An Advance Booking Credit: a right to make an Advance Booking. Each Block includes 1 AB Credit per Year. An Advance Booking uses 1 AB Credit for every set of up to 7 Entitlement Days, including a part set (P4.8.5).
Adult	A natural person aged 18 years or more. This is the legal meaning used for Membership, Couples, Partners, Extended Family and Primary Residents. It is different from the Charge Age Bands used to price extras.
Adult Child	In relation to any Membership, an Adult child (biological or adoptive) of the Member or of the Member's current Partner.
Advance Booking	A Booking made in the Advance Booking Window using AB Credits and Entitlement Days, as described in P4.2 and P4.6 to P4.8.
Advance Booking Window	From 2 years to 90 days before the Arrival Date of a Booking (P4.6).
Annual Dues	The annual dues per Block shown in Table 1 in paragraph 2.3, as varied from time to time by the Club under these Guidelines. Annual Dues are fully earned by the Club on the Commencement Date and are non-refundable except to the extent, if any, expressly stated in these Guidelines.
Arrival Date	The first Day the Member has booked to use a particular Villa.
Block	A unit of Membership giving 7 Entitlement Days and 1 AB Credit per Year, for the Membership Deposit and Annual Dues shown in Table 1 in paragraph 2.3. A Membership may hold one or more Blocks.
Booking	Has the meaning given in P4.1.
Cancellation Administrative Fee	US$1,000 (plus Taxes), as adjusted from time to time by the Club.
Cancellation Request	Has the meaning given in P6.2.1.
Cancelling Member	Has the meaning given in P6.2.
Charge Age Bands	Age bands used only to work out charges for extras such as meals, transfers and excursions: Infant, aged 0 to 5 (infants also do not count toward a Villa's maximum occupancy); Child, aged 6 to 12; and Adult rate, aged 13 or over. They do not change the meaning of "Adult" anywhere else in these Guidelines.
Club	Distinctive Holiday Homes LLC, a limited liability company formed under the laws of the State of Delaware, United States of America.
Club Category	A category of Villa shown in Table 2 in paragraph 2.3, which sets the Villa's weekly day cost.
Commencement Date	The first day on which both (A) the Club has accepted the Member's Membership Application and (B) the Membership Deposit and Annual Dues have been paid in full.
Complex	Any resort, building, complex or development.
Confidential Information	Any information in any form relating to the business, financial or other affairs, assets, proposals, market and marketing strategies or projections of, or relating to, the Club or any Destination, including all designs, drawings, specifications, standards, processes or systems, but not any information that comes into the public domain other than through unauthorised disclosure.
Corporate Membership	A Membership held by a Corporation under P2.2.
Corporation	Any company, corporation or other legal entity formed under the laws of any country, or a subdivision of a country, and approved by the Club.
Couple	Two Adults who are Partners.
Daily Fee	The top-up fee per Day (currently US$199 per Day of the Villa's day cost, subject to adjustment by the Club) payable only when a Member has used all of their Entitlement Days and converted Space Available Days for the Year and purchases additional Space Available Days under P4.9.3 to complete a Space Available Booking. No Daily Fee is payable while using Entitlement Days or Space Available Days converted from Entitlement Days under P4.7, P4.9.5.2 or

Term	Meaning
	P4.9.5.3.
Day	From 12:01 a.m. to midnight on a calendar day. However, a stay begins at 11:00 a.m. on the Arrival Date and ends at 9:00 a.m. on the departure date.
Destination	Any accommodation, premises, boat or other destination that the Club makes available to Members from time to time under these Guidelines, including (unless inconsistent with the context) all related aspects, assets, features or services made available with it, such as furniture, accessories, movable assets, boats, cars, equipment and transport.
Entitlement Day	One of the Days a Membership receives each Year: 7 per Block, as shown in Table 1 in paragraph 2.3.
Extended Family	For a Membership other than a Corporate Membership: (1) the Member's former spouse, parents (biological or adoptive), grandparents and Adult siblings (persons with at least one parent, biological or adoptive, in common with the Member); and (2) any other Adult the Club decides, in its sole discretion, to treat as an Extended Family member for that Member. For a Corporate Membership: (1) a client or customer of the Corporation; and (2) an officer or employee of a subsidiary of the Corporation.
Extended Family Allocation Credits	The Entitlement Days (up to 7 per Membership per Year) that a Membership may allocate under P5.3 to Extended Family members, for use without the Member or an Immediate Family member being present.
Family member	A person in the Member's Immediate Family or Extended Family. "Family" has a corresponding meaning.
Force Majeure Event	An event described in P7.11.
Guests	All guests, invitees, Family members and other persons who have access to the Destination during the Member's Booking, whether invited by the Member or not.
Guidelines	The terms and conditions in this document, including all Policies, tables and Schedules, as amended from time to time by the Club. Also called the "Rules".
Head Office	The Club's office at 3738 Sawgrass Place, Santa Rosa, CA 95403, USA (see the Second Schedule).
Immediate Family	A Member's current Partner (whether a spouse or a Partner designated under these Guidelines) and all children (biological or adoptive) of the Member or of the Member's current Partner.
Individual	An Adult.
Insolvency Event	Any of the events listed in paragraphs (a) to (g) immediately below this table.

Insolvency Event means any of the following:

(a) an application (other than one dismissed within 7 days) is made to a court for an order appointing a liquidator, provisional liquidator, receiver or other administrator in respect of the Member or all or part of the Member's assets, or any of them is appointed, whether or not under an order;

(b) the Member enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of the Member's creditors, or proposes a reorganisation, moratorium or other administration involving any of them;

(c) the Member, being a Corporation, resolves to appoint a liquidator to itself or to wind itself up, asks for a receiver or receiver and manager to be appointed over its assets or undertaking, or otherwise dissolves itself, gives notice of intention to do so, or is otherwise wound up or dissolved;

(d) the Member is, or states that it is, unable to pay its debts when they fall due, or the Member's liabilities (including contingent liabilities, at a fair valuation) exceed its assets;

(e) the Member takes any step to obtain protection, or is granted protection, from its creditors under any applicable legislation;

(f) any secured creditor of the Member enforces its security; or

(g) anything with a substantially similar effect to any of the events in paragraphs (a) to (f) happens under the law of any applicable jurisdiction.

Term	Meaning
Intellectual Property	Includes all brands, client contracts, goodwill, logos, formulae, techniques, know-how, discoveries, inventions, improvements, concepts, ideas, processes, systems, procedures, specifications, designs, drawings, copyright, trade names, plans, patents and trademarks (if any), whether registered or not; business methods or processes; software (in source and object code); business strategies; Confidential Information; business contacts; the trading name Distinctive Holiday Homes and any other trade name or brand used by the Club from time to time; if required, the benefit and effect of employment contracts; email and website addresses; directory ("yellow pages") advertising; post office box numbers; telephone and facsimile numbers including mobile phone numbers; personalised number plates; and all other intellectual property relating to the Club and its operations and affairs.
Member	A member of the Club under these Guidelines. "You" and "your" mean the Member.
Member of Good Standing	Has the meaning given in P2.3.
Member Representative	For a non-Corporate Membership, the Individual Member or either Partner of the Couple that is the Member. For a Corporate Membership, any director, officer or employee of the Member, or of another entity the Corporate Member designates, who uses the Destination during a particular Booking, and any person appointed under P2.2.
Membership	Membership of the Club under these Guidelines, being either a Personal Membership (P2.1) or a Corporate Membership (P2.2).
Membership Application	The Member's application for Membership, and any adjustments of its terms under these Guidelines.
Membership Deposit	The amount paid per Block to join the Club, shown in Table 1 in paragraph 2.3. It is refunded only as set out in Policy Six: in full on rescission (P6.2.1.1); otherwise, less the Cancellation Administrative Fee, on cancellation by the Member through the queue (P6.2.1.2, P6.2.1.3) or on termination by the Club (P6.11); or under P7.9 on dissolution.
Membership Plan; Plan	The terms of a Membership under the Club's 2026 Membership Plan described in these Guidelines, including the number of Blocks the Membership holds.
Month	A calendar month.
New Member	Has the meaning given in P6.2.4.
No-Show	Has the meaning given in P4.9.6.
No-Show Fee	US$900 (plus Taxes), as adjusted from time to time by the Club.
Notice	A notice given in accordance with P7.12, or any written notice actually received by the recipient(s).
Partners	A husband and wife (under the law of their domicile) who live together as a couple, or two Adults who live together in a de facto relationship, as determined by the Club in its sole discretion.
Payments	The Membership Deposit, Annual Dues, Daily Fees and any other fees, interest, costs or amounts (of any nature, whether or not in the nature of a fee) payable from time to time by a Member under these Guidelines or otherwise.
Personal Membership	A Membership held by an Individual or a Couple under P2.1.
Plan Change	Any change to a Membership's Plan (for example, adding a Block) agreed with the Club under these Guidelines.
Policies	The sections of these Guidelines numbered P1.1 onwards, which contain the detailed, binding rules. They are separated from the "At a glance" summaries to make the Guidelines easier to read. The Policies are an integral part of the Guidelines and bind all Members. The Club may change them from time to time under P7.1.
Primary Resident	Has the meaning given in P5.2.
Space Available Booking	A Booking made in the Space Available Window under P4.9 (shown on the Website as an "On Request" stay).
Space Available Day	A Day used for a Space Available Booking under P4.9. Space Available Days come from a Member's Entitlement Days first (including Entitlement Days converted to Space Available Days under P4.7, P4.9.5.2 or P4.9.5.3 once AB Credits are used) at no extra charge; only after all Entitlement Days have run out may a Member purchase additional Space Available Days at the Daily Fee (US$199/Day) under P4.9.3 during a Space Available Booking.

Term	Meaning
Space Available Window	From 90 days to 7 days before the Arrival Date of a Booking (P4.9.2).
Special Holiday Date	Any Day within the holiday periods listed in the Third Schedule, as published by the Club on the Website for each Destination and each Year.
Taxes	All governmental (including state or local authority) taxes, duties, withholding taxes, deductions, levies, fees, imposts or liabilities, including any value added or goods and services taxes, applicable to any Payment, to the Club's supply of membership rights or services to the Member, to the use of the Destinations or otherwise affecting the Club, other than the Club's own income tax.
Villa	Any villa, hotel suite or room, yacht or yacht cabin, or other accommodation unit at a Destination that the Club makes available for Booking.
Website	The website operated by the Club for Bookings, information about Destinations, communications with Members and other general purposes relating to the Club, currently www.distinctiveholidayhomes.com.
Written Notification	An email, letter or facsimile from the Club to the Member, or an online confirmation from the Club to the Member through the Website.
Year	A 12-month period beginning on the Commencement Date or on any anniversary of the Commencement Date (not the calendar year).

Interpretation

In these Guidelines, unless the context requires otherwise:

- references to a party include their executors, administrators, successors and permitted assignees;
- references to persons include individuals, partnerships, firms, associations, corporations, unincorporated bodies, government, semi-government, local or municipal bodies, and their agencies or political subdivisions, whether or not they have separate legal personality;
- the singular includes the plural and the reverse;
- words for one gender include the other genders;
- an obligation not to do something includes an obligation not to suffer, permit or cause it to be done;
- headings and "At a glance" summaries are for convenience only and do not affect the interpretation of the Policies; if a summary and a Policy differ, the Policy applies;
- a reference to a statute includes any statute amending, consolidating or replacing it;
- references to paragraphs, tables and Schedules are to those in these Guidelines;
- references to currency, US$ or $ are to United States dollars unless expressly stated otherwise;
- "including" and similar words do not imply any limitation;
- a promise that binds two or more persons binds them jointly and severally; and
- the Membership Application and these Guidelines together form one agreement. If they are inconsistent, these Guidelines prevail.

Second Schedule – Club Office

Item	Details
Club	Distinctive Holiday Homes LLC
Head Office (postal, courier and Cancellation Request address)	3738 Sawgrass Place Santa Rosa, CA 95403 USA
Toll-free (USA and Canada)	+1 888 427 8134
Email	club@distinctiveholidayhomes.com
Website	www.distinctiveholidayhomes.com

Third Schedule – Special Holiday Dates

Special Holiday Dates are the Days falling within the following holiday periods. The Club publishes the exact dates for each Destination on the Website each Year, and the published dates apply. The Club may change this list under P7.1.

#	Holiday period
1	New Zealand school holidays
2	Australian school holidays
3	United States Christmas break (including Christmas and New Year)
4	United States spring break
5	Easter break

See P4.8.3 for how Special Holiday Dates affect Advance Bookings.

— End of Guidelines (Edition 1.1 draft) —