



April 2021

ACCOR VACATION CLUB
Regulations

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SCHEDULE 1 Accor Vacation Club Regulations - April 2021

1.0 DEFINITIONS AND INTERPRETATION

Definitions

1.1 In these Regulations unless there be something in the subject or context inconsistent therewith:

1.1.1 **"Accommodation"** means Club Accommodation or External Accommodation;

1.1.2 **"Accommodation Entitlement"** means the exclusive use of a Club Apartment and the non-exclusive use of associated Common Property and Related Property in accordance with the Deed and with these Regulations;

1.1.3 **"Accommodation Period"** means either a One Night Period or a Split Week Period or a Full Week Period or any other period that the Responsible Entity may determine;

1.1.4 **"Accor"** means the Accor group of companies in Australia and includes any group member company;

1.1.5 **"Additional Première Points"** means additional Première Points (in a minimum number determined by the Responsible Entity) which attach to a Membership after the date upon which the name of the Member was first entered in the Register in respect of a particular Entitlement and which are acquired by means of a Top-up Application;

1.1.6 **"Apartment"** means Club Apartment and/or Club Reserved Apartment;

1.1.7 **"Applicant"** means a person who has lodged or caused to be lodged with the Responsible Entity an Application for Membership in accordance with this Deed and includes a Top-up Applicant;

1.1.8 **"Application for Membership"** means an Application for Membership in the form or to the effect from time to time determined by the Responsible Entity and in relation to a Product Disclosure Statement, means the form disclosed in or attached to or otherwise forming part of the Product Disclosure Statement and includes a Top-up Application;

1.1.9 **"Application Moneys"** means the total consideration paid or payable (including, but without limitation, subscription moneys) for a Membership and includes Government Charges and includes Top-up Application Moneys;

1.1.10 **"Arrangement"** means a written arrangement between the Responsible Entity and the Member that sets out the circumstances in which Top-up Applications will be accepted;

1.1.11 **"Bonus Accommodation"** means, subject to availability, the reservation and/or use of Accommodation without the application or redemption of Periodic Première Points and for which the Bonus Accommodation Charge is payable by the Member;

1.1.12 **"Bonus Accommodation Application"** means an application made by a Member to reserve and use Bonus Accommodation in accordance with these Regulations and which application may be in writing or by telephone or by such further or other means as the Responsible Entity determines;

1.1.13 **"Bonus Accommodation Charge"** means the charge made by the Responsible Entity for reservation and/or use of Bonus Accommodation, in each case in accordance with these Regulations;

1.1.14 **"Bonus Accommodation Confirmation"** means a Bonus Accommodation Application which is confirmed with the Member by Member Services in writing or by telephone or by such further or other means as the Responsible Entity determines;

1.1.15 **"Borrowing Application"** means an application made by a Member to Borrow Première Points in accordance with these Regulations and which application may be in writing or by telephone or by such further or other means as the Responsible Entity determines;

1.1.16 **"Borrowing Confirmation"** means a Borrowing Application which is confirmed with the Member by Member Services in writing or by telephone or by such further or other means as the Responsible Entity determines;

1.1.17 **"Borrow Première Points"** means to bring forward the then unallocated Periodic Première Points of that Member from the next succeeding Membership Year for use by that Member in a current Membership Year in accordance with the Deed and with these Regulations;

1.1.18 **"Bronze Entitlement"** means an annually recurring entitlement to that number of Première Points between 2,300 and 2,999 recorded in the Register for that Member or such other number or range of numbers of Première Points as is specified in these Regulations together with such rights, licences, entitlements, benefits, duties and obligations as are specified in the Deed and in these Regulations;

1.1.19 **"Bronze Member"** means a Member holding Bronze Membership;

1.1.20 **"Bronze Membership"** means a Membership carrying a Bronze Entitlement;

1.1.21 **"Check-in Date"** means the first day of use or proposed use of Accommodation by a Member in accordance with a Confirmed Reservation or otherwise;

1.1.22 **"Check-out Date"** means the last day of use or proposed use of Accommodation by a Member in accordance with a Confirmed Reservation or otherwise;

1.1.23 **"Club"** means the managed investment scheme known as "Accor Vacation Club" established by the Deed and for which the Responsible Entity acts as trustee in respect of Club Property;

1.1.24 **"Club Accommodation"** means Club Apartments;

1.1.25 **"Club Apartment"** means accommodation at a Club Resort in accordance with an Accommodation Entitlement and includes a unit, apartment, villa, dwelling, lot, hotel suite or boat;

1.1.26 **"Club Fee"** means the annual fee payable by each Member in accordance with Clause 24.3 of this Deed;

1.1.27 **"Club Reserved Accommodation"** means Club Reserved Apartment;

1.1.28 **"Club Reserved Apartment"** means accommodation at hotels and resorts owned, operated or managed by Accor and which is reserved by the Responsible Entity (whether by way of written agreement or otherwise) for the use of Members in accordance with the Deed and the Regulations;

1.1.29 **"Club Resort"** means a discrete part or discrete parts of the Club Property in a distinct and particular geographical location and includes Club Apartments and associated Common Property and Related Property which are part of Club Property and includes such other Club Property as the Responsible Entity determines;

1.1.30 **"Club Resort Manager"** means the person or persons (if any) appointed by or through the Responsible Entity for the operation, maintenance and management of each Club Resort;

1.1.31 **"Club Resort Première Points"** means the total number of Première Points created and allocated by the Responsible Entity for a Club Resort and includes the number of Première Points for each Club Apartment at that Resort;

1.1.32 **"Common Property"** means all land and Related Property at a Club Resort and the use of which is shared in common with other persons and includes other property which, though located at the Club Resort, may not be Club Property;

1.1.33 **"Confirmed Reservation"** means a Reservation Application which is confirmed with the Member by Member Services in writing or by telephone or by such further or other means as the Responsible Entity determines;

1.1.34 **"Corporate Entitlement"** means an annually recurring entitlement to 20,000 or more Première Points recorded in the Register for that Member or such other number or range of numbers of Première Points as is specified in the Regulations together with such rights, licences, entitlements, benefits, duties and obligations as are specified in this Deed and in the Regulations;

1.1.35 **"Corporate Member"** means a Member holding Corporate Membership;

1.1.36 **"Corporate Membership"** means a Membership carrying a Corporate Entitlement;

1.1.37 **"Deed" or "Constitution"** means the Deed establishing the Club as that Deed is originally executed and as it may from time to time be amended in accordance with its provisions and includes any instrument amending or affecting the Deed;

1.1.38 **"Delinquent Members"** means a member of a Membership that:-

(a) is more than 28 days in arrears in any instalment payment payable by the Member to a financier on a partly-paid Membership; and, or,

(b) has outstanding Club Fees or Special Club Fees or other Club fees due and owing to the Responsible Entity.

A Member will remain a Delinquent Member until all monies due and owing on the Membership have been paid to the Responsible Entity or the financier as the case may be.

1.1.39 **"Entitlement"** means a Limited Entitlement, Biennial Entitlement (at Bronze, Silver or Gold Membership levels), Bronze Entitlement, Silver Entitlement, Gold Entitlement, Platinum Entitlement, Traveller Entitlement and Corporate Entitlement, according to the class Membership held by the Member;

1.1.40 **"Entitlement End Date"** means the last day that a Member's Periodic Première Points allocation will be available for use by the Member, namely:

1.1.40.1 24 months from the date of allocation of Periodic Première Points for Bronze, Silver and Gold Members, and

27 months from the date of allocation of Periodic Première Points for Platinum, Traveller and Corporate Members; and

1.1.40.2 for Première Points acquired by the Developer from a Member, 24 months from the date those Première Points were allocated if the Première Points are acquired from a Bronze, Silver or Gold Member, and 27 months from the date those Première Points were allocated if the Première Points are acquired from a Platinum, Traveller or Corporate Member.

1.1.41 **"Entitlement Start Date"** means, for all Première Points initially or subsequently attaching to the Membership of a Member, the day that a Member's Periodic Première Points are available for use by a Member, namely the first day of the first month following the month in which the Member's name was entered in the Register and each consecutive anniversary thereof;

1.1.42 **"Estimated Club Fee"** means the then current Club Fee increased by the amount determined by the Responsible Entity and which amount must not exceed the greater of:

(a) 5 % of the then current Club Fee; and

(b) the percentage increase in the Australian All Groups Consumer Price Index for the 12 month period preceding the date of any increase in the then current Club Fee.

(c) Any increase to Club Fees will be rounded up to the next \$5.00

1.1.43 **"External Accommodation"** means accommodation which is not Club Accommodation and includes:

1.1.44.1 Accor on Request Accommodation;

1.1.44.2 Club Reserved Accommodation;

1.1.44.3 External Exchange Programme Accommodation;

1.1.44.4 further or other accommodation from time to time available for use by a Member in accordance with the Deed and the Regulations;

1.1.44 **"External Exchange Programme"** means a programme available to Members (whether by way of agreement or otherwise) permitting Members to redeem or apply Première Points to reserve External Exchange Programme Accommodation within an established network of accommodation;

1.1.45 **"External Exchange Programme Accommodation"** means accommodation in accordance with an External Exchange Programme;

1.1.46 **"Full Week Period"** means any period of 7 consecutive nights during a Membership Year;

1.1.47 **"Gold Entitlement"** means an annually recurring entitlement to that number of Première Points between 4,000 and 4,999 recorded in the Register for that Member or such other number or range of numbers of Première Points as is specified in these Regulations together with such rights, licences, entitlements, benefits, duties and obligations as are specified in the Deed and in these Regulations;

1.1.48 **"Gold Member"** means a Member holding Gold Membership;

1.1.49 **"Gold Membership"** means a Membership carrying a Gold Entitlement;

1.1.50 **"Guest"** means a person other than a Member and who is permitted exclusive use of a Club Apartment and non-exclusive use of the associated Common Property and Related Property by virtue of the rights and entitlements of a Member in accordance with the Deed and with these Regulations;

1.1.51 **"Guest Certificate"** means such written or other evidence as the Responsible Entity may provide confirming that a Member has reserved a Club Apartment in the name of a Guest;

1.1.52 **"Limited Entitlement"** means an Entitlement which is extinguished on the Limited Membership Expiry Date;

1.1.53 **"Limited Member"** means a Member holding a Limited Membership;

1.1.54 **"Limited Membership"** means a Membership which is redeemed and extinguished on the Limited Membership Expiry Date;

1.1.55 **"Limited Membership Expiry Date"** means the date upon which a Limited Membership is redeemed by the Responsible Entity and is in all respects extinguished;

1.1.56 **"Member Première Points Account"** means a record of the number of Première Points available to a Member during each Membership Year maintained by the Responsible Entity in such form and with such content as the Responsible Entity determines;

1.1.57 **"Member Services"** means the person or persons (if any) appointed by or through the Responsible Entity to

accept and process reservation requests and provide other services from time to time to Members;

1.1.58 **"Member Statement"** means the document from time to time provided by the Responsible Entity to members in such form and with such content and with such frequency and specifying such particulars as the Responsible Entity determines with respect to Membership, Entitlement, use or non-use of that Entitlement, other benefits and conditions and moneys owing or paid and includes a Transaction Statement;

1.1.59 **"Membership"** means, subject to the Deed, an undivided part or share in the beneficial interest in the Club Property as provided for in the Deed together with the rights, licences, benefits, entitlements, duties and obligations specified in the Deed and in the Regulations and includes all classes or levels of Memberships including, without limitation, a Bronze Membership, Silver Membership, Gold Membership, Platinum Membership, Limited Membership, Traveller Membership, Corporate Membership and Developer Membership.

1.1.60 **"Membership Entitlement Period"** means in relation to every Bronze, Silver or Gold Member, a period of 24 months commencing on the date of annual allocation of Première Points to that Member, and for every Platinum, Traveller or Corporate Member, a period of 27 months commencing on the date of annual allocation of Première Points to that Member;

1.1.61 **"Membership Year"** means, in relation to a Member, each consecutive period of 12 months commencing on the Entitlement Start Date for that Member;

1.1.62 **"Periodic Première Points"** means the annually recurring allocation on the Entitlement Start Date of Première Points to a Member in accordance with that Member's Entitlement;

1.1.63 **"Personal Benefits"** means the personal and non-transferable (except by transmission on death) entitlements of a Member to reserve and use External Accommodation, to participate in the External Exchange Programme and such further or other benefits, rights, privileges and entitlements from time to time determined by the Responsible Entity as personal to a Member and non-transferable by that Member (except by transmission on death) to any transferee of that Member's Membership and excludes the Entitlement of that Member. Unless the Responsible Entity otherwise determines, Personal Benefits are extinguished on transfer of that Member's Membership;

1.1.64 **"Platinum Entitlement"** means an annually recurring entitlement to that number of Première Points between 5,000 and 9,999 recorded in the Register for that Member or such other number or range of numbers of Première Points as is specified in the Regulations together with such rights, licences, entitlements, benefits, duties and obligations as are specified in this Deed and in the Regulations;

1.1.65 **"Platinum Member"** means a Member holding Platinum Membership;

1.1.66 **"Platinum Membership"** means a Membership carrying a Platinum Entitlement;

1.1.67 **"Pool Première Points"** means to pool Première Points to which each Member in a group of Members is entitled (with the maximum size of such group being determined by the Responsible Entity) for the purpose of reservation and use of Accommodation by all the Members in that group of Members using the pooled Première Points, in accordance with the Deed and the Regulations;

1.1.68 **"Pooling Application"** means an application by a Member to Pool Première Points in accordance with these Regulations and which application may be in writing or by telephone or by such further or other means as the Responsible Entity determines;

1.1.69 **"Pooling Confirmation"** means a Pooling Application which is confirmed with the Member by Member Services in writing or by telephone or by such further or other means as the Responsible Entity determines;

1.1.70 **"Première Points"** means the unit of measure or use comparison or currency or value established by the Responsible Entity for each Club Resort including each Club Apartment and which forms part or all of an Entitlement and the application or redemption of which in accordance with the Deed and with these Regulations entitles a Member to an Accommodation Entitlement and includes Additional Première Points;

1.1.71 **"Première Points Chart"** means the document from time to time provided by the Responsible Entity to Members specifying the number of Première Points necessary to:

- (a) reserve and use specified Accommodation according to various distinguishing characteristics also specified, including size, type, season and the day of the week;
 - (b) reserve, use or acquire any other specified right, benefit, matter or thing and whether or not Accommodation;
- 1.1.72 **"Prescribed Amounts"** means the amounts prescribed

under Regulation 15.0 except for the amount prescribed for the purposes of Clause 24.10 of the Constitution;

1.1.73 **"Register"** means the Register of Members required to be maintained by this Deed and by the Law;

1.1.74 **"Related Property"** means all buildings, roads, footpaths, driveways, parking areas, fences, walls, stairs, decks, landscaping, vegetation, poles, fixtures, fittings, interior, walls, built-in appliances, furnishings, amenities, facilities, and any other structures or attached improvements being Club Property and whether or not located at any Club Resort;

1.1.75 **"Rentable Première Points"** means Première Points, or a similar unit of measure or use comparison or currency or value, made available by the Developer or by a Member or by any other person for use by another Member or any other person to reserve and use Accommodation in accordance with the Deed and the Regulations;

1.1.76 **"Rent Première Points"** means, subject to availability and to the Deed and to these Regulations, the temporary entitlement of a Member to Première Points not included in that Member's Entitlement for the reservation and use of a Club Apartment not otherwise available to that Member, and whether that entitlement arises from Rentable Première Points or otherwise;

1.1.77 **"Renting Application"** means an application made by a Member to Rent Première Points in accordance with these Regulations and which application may be in writing or by telephone or by such further or other means as the Responsible Entity determines;

1.1.78 **"Renting Confirmation"** means a Renting Application which is confirmed with the Member by Member Services in writing or by telephone or by such further or other means as the Responsible Entity determines;

1.1.79 **"Reservation Application"** means an application made by a Member to reserve Accommodation in accordance with these Regulations and which application may be in writing or by telephone or by such further or other means as the Responsible Entity determines;

1.1.80 **"Reservation Period"** means the continuous period referred to in Regulation 5.6 which ends on the Check-in Date;

1.1.81 **"Reservation Window"** means the Reservation Period;

1.1.82 **"Resident Manager"** means the person appointed to conduct the day to day management of a Club Resort and includes any assistant manager so appointed or any relieving manager appointed by the Resident Manager;

1.1.83 **"Responsible Entity"** has the meaning given by the Deed and for the purposes of these Regulations includes the Responsible Entity when acting in the capacity of Member Services or Club Resort Manager or in any other capacity in which it acts under these Regulations;

1.1.84 **"Silver Entitlement"** means an annually recurring entitlement to that number of Première Points between 3,000 and 3,999 recorded in the Register for that Member or such other number or range of numbers of Première Points as is specified in these Regulations together with such rights, licences, entitlements, benefits, duties and obligations as are specified in the Deed and in these Regulations;

1.1.85 **"Silver Member"** means a Member holding Silver Membership;

1.1.86 **"Silver Membership"** means a Membership carrying a Silver Entitlement;

1.1.87 **"Short Reservation Period"** means the continuous period of 60 days ending on the Check-in Date;

1.1.88 **"Special Club Fee"** means the special fee payable by each Member in accordance with Clause 24.6 of the Deed;

1.1.89 **"Split Week Period"** means any period between 2 and 6 consecutive nights (determined by the Responsible Entity) during a Membership Entitlement Period;

1.1.90 **"Top-up Applicant"** means a Member who makes a Top-up Application;

1.1.91 **"Top-up Application"** means the application in the form or to the effect from time to time determined by the Responsible Entity for a Member to acquire Additional Première Points in relation to that Member's Entitlement;

1.1.92 **"Top-up Application Moneys"** means the total consideration paid or payable for Additional Première Points in accordance with the Top-up Application and includes Government Charges;

1.1.93 **"Total Première Points"** means the aggregate number of Première Points established by the Responsible Entity in relation to all discrete parts of the Club Property from time to time and each of which comprises Club Resorts and Club Apartments;

1.1.94 **"Transaction Statement"** means a written report that describes, for the period covered by the report:

- (a) how each of the Top-up Applications of the Top-up Applicant have been dealt with (including the number and class of Memberships issued and the number of and the class in which Additional Première Points have been acquired);

(b) the class of Membership held by that Member and that Member's opening and closing Periodic Première Points both before and after Additional Première Points were acquired;

1.1.95 **"Traveller Entitlement"** means an annually recurring entitlement to that number of Première Points between 10,000 and 19,999 recorded in the Register for that Member or such other number or range of numbers of Première Points as is specified in the Regulations together with such rights, licences, entitlements, benefits, duties and obligations as are specified in this Deed and in the Regulations;

1.1.96 **"Traveller Member"** means a Member holding Traveller Membership;

1.1.97 **"Traveller Membership"** means a Membership carrying a Traveller Entitlement;

1.1.98 **"One Night Period"** means any period of one night during a Membership Entitlement Period;

1.1.99 **"Waiting List"** means a list of names of Members maintained by the Responsible Entity and which Members have made a Reservation Application for Accommodation for Accommodation Periods not then available for reservation but which may become available for subsequent reservation;

1.1.100 **"Waiting List Application"** means an application made by a Member for admission to the Waiting List in respect of that part of that Member's Reservation Application which is partly or wholly unsuccessful and which application may be in writing or by telephone or by such further or other means as the Responsible Entity determines.

Interpretation

1.2 Unless otherwise expressly defined in these Regulations, words and expressions defined in the Deed which appear in the Regulations have the same meanings as are given in the Deed and are interpreted in accordance with the Deed.

1.3 Unless the context otherwise requires, a reference to a particular Regulation is a reference to that Regulation in these Regulations.

2.0 POWER TO MAKE REGULATIONS

2.1 The Responsible Entity has made these Regulations by acting on the power it has in the Deed.

2.2 The Deed allows the Responsible Entity to alter, amend or replace these Regulations if the altered, amended or replaced Regulations are not inconsistent with the Law or the Deed.

3.0 EXTERNAL ACCOMMODATION

3.1 Members must comply with any and all rules and regulations for the reservation or use of External Accommodation or the participation in any External Exchange Programme, even though there may be an inconsistency with these Regulations.

4.0 CLUB MEMBERSHIP

Periodic Première Points

4.1 The number of Periodic Première Points to which a Member is entitled is determined by the class or level of Membership owned and is currently as set out below:

Club Membership Periodic	Première Points
Bronze Membership	2,300 to 2,999
Silver Membership	3,000 to 3,999
Gold Membership	4,000 to 4,999
Platinum Membership	5,000 to 9,999
Traveller Membership	10,000 to 19,999
Corporate Membership	20,000 or more.

Annual Allocation of Periodic Première Points

4.2 Periodic Première Points are allocated by the Responsible Entity to each Member on the Entitlement Start Date for use during the Membership Year for which allocation was made.

4.3 The Responsible Entity will provide annually to each Member the Member Statement and will maintain the Member Première Points Account for each Member. Additional Première Points

4.4 Subject to the Law, the Constitution, the Regulations and availability from time to time, Members may acquire Additional Première Points. The Entitlement Start Date for Additional Première Points is the same as for the Entitlement relating to the existing Membership of that Member.

Use of Première Points

4.5 Members may use Periodic Première Points, and the Developer may use any Première Points acquired from a Member in accordance with the Deed and these Regulations, for a Membership Entitlement Period in accordance with the Deed and these Regulations as follows:

- 4.5.1 to reserve and use a Club Apartment;
- 4.5.2 to reserve a Club Apartment for use by a Guest in respect of which a Guest Certificate has been provided by Member Services;
- 4.5.3 to Borrow Première Points;
- 4.5.4 to Rent Première Points;

- 4.5.5 to Pool Première Points;
- 4.5.6 to reserve and use External Accommodation, whether as a Club Reserved Apartment, Accor on Request Accommodation or through the External Exchange Programme or as otherwise permitted by the Constitution and these Regulations;
- 4.5.7 to reserve External Accommodation (whether as a Club Reserved Apartment, Accor on Request Accommodation or through the External Exchange Programme or as otherwise permitted by the Constitution or these Regulations) for use by a Guest in respect of which a Guest Certificate has been provided by Member Services;
- 4.5.8 to participate in an External Exchange Programme;
- 4.5.9 to exercise Personal Benefits;
- 4.5.10 to transfer to the Developer in accordance with the Deed and these Regulations.

4.6 Periodic Première Points which are not used by that Member by the end of the Membership Entitlement Period (including all associated usage rights) will expire and will cease to exist at the close of business on the Entitlement End Date and notwithstanding, the Member will continue to be liable for Club Fees and Special Club Fees (if any).

4.7 Each use of Première Points by a Member results in a reduction in the number of Première Points in the Member Première Points Account but does not affect the successive entitlement of that Member to Periodic Première Points.

4.7A Notwithstanding Regulation 4.6, where the Developer acquires Première Points from a Member in accordance with the Constitution, the Developer must redeem or apply those Première Points on or before the Entitlement End Date, namely within 24 months from the date those Première Points were allocated if the Première Points are acquired from a Bronze, Silver or Gold member, and 27 months from the date those Première Points were allocated if the Première Points are acquired from a Platinum, Traveller or Corporate Member.

Accommodation

4.8 Reservations for Accommodation in a Membership Year must be for one or more Accommodation Periods for which the aggregate Première Points must not exceed Periodic Première Points unless more Première Points become available for use by the Member by one or more of the means set out in the Constitution or these Regulations.

Additional Member Benefits

- 4.9 Members also have such of the following additional benefits as the Responsible Entity determines:
 - 4.9.1 Bonus Accommodation;
 - 4.9.2 any rental pool which may be conducted by or on behalf of the Responsible Entity from time to time;
 - 4.9.3 benefits programmes from time to time made available to Members;
 - 4.9.4 further or other benefits that the Responsible Entity determines.

Personal Benefits

4.10 Personal Benefits are personal to the Member and cannot be transferred to a transferee of that Member's Membership (except by transmission on death) unless the Responsible Entity otherwise determines.

5.0 RESERVATION OF ACCOMMODATION

Reservation Application

5.1 A Member who has no outstanding Club Fees or Special Club Fees to pay may make a Reservation Application to Member Services during the Reservation Period for one or more Accommodation Periods.

5.2 Delinquent Members are unable to make Reservation Applications or other Première Points or cash related transactions using their Membership .

5.3 If the Reservation Application is for more than one Accommodation Period, it must list the required Accommodation Periods for the required Accommodation in order of preference.

5.4 Member Services will promptly deal with Reservation Applications in strict order of receipt and will use reasonable endeavours to satisfy each Reservation Application.

Confirmed Reservation

5.5 Member Services will promptly:

- 5.5.1 provide a Confirmed Reservation to a Member whose Reservation Application is successful or partly successful;
- 5.5.2 notify a Member whose Reservation Application is wholly or partly unsuccessful, whether for required Accommodation Periods or for required Accommodation or for both. That member may

then make either or both of a further Reservation Application and a Waiting List Application. That part of the Waiting List Application which is subsequently successful is taken to be a Reservation Application.

5.6 Regardless of the Club Apartment number or type specified in a Confirmed Reservation, Member Services may, at or before the time of check-in on the Check-in Date, allocate a different Club Apartment number or type which Member Services determines is substantially comparable in location, size and quality.

Reservation Windows

5.7 The Reservation Window (or the advance period before the Check-in Date) within which a Reservation Application for a particular Accommodation Period opens for different classes or levels of Membership is as follows:

Accommodation Period Reservation Window

Full Week Period
by Platinum, Traveller or Corporate Members up to 12 months
by Gold Members up to 11 months
by Bronze or Silver Members up to 10 months

Split Week Period and One Night Period – additional Reservation Windows

In addition to the Split Week Period and One Night Period reservations below, up to 10 months for reservations of any Split Week Period or One Night Period where the Reservation Application is to reserve Accommodation for a Split Week Period or a One Night Period commencing on the Check-out Date of a Confirmed Reservation for an Accommodation Period and ending on a Check-in Date of a Confirmed Reservation for an Accommodation Period for that Accommodation.

Split Week Period up to 6 months for reservations of

4-6 nights (including a Fri or Sat night) up to 6 months
2-3 nights (not including a Fri or Sat night) up to 6 months
2-3 nights (including a Fri or Sat night) up to 45 days

One Night Period up to 30 days

Short Reservation Period

5.8 The Responsible Entity may discount or reduce the number of Première Points otherwise required to reserve and use Club Apartments within the Short Reservation Period if the Responsible Entity determines this to be in the interests of the Club or its Members as a whole.

Availability of Club Apartments

5.9 All Reservation Applications and Waiting List Applications made within the Reservation Window are subject to availability from time to time of the requested Club Apartment. The Responsible Entity may determine that any Club Apartments are unavailable for reservation by a Member by reason of maintenance, refurbishment, promotional use, rental, use within the External Exchange Programme or for any other reason or purpose or cause determined by the Responsible Entity to be in the interests of the Club.

Waiting List

5.10 Member Services may keep and maintain up-to-date one or more Waiting Lists for Accommodation and may determine the size and duration of Waiting Lists and may shorten or extend any Waiting List periods.

Waiting List Application

5.11 A Member whose Reservation Application is partly or wholly unsuccessful may make a Waiting List Application for admission to one or more Waiting Lists then available.

5.12 Member Services will promptly deal with Waiting List Applications in strict order of receipt and will use reasonable endeavours to satisfy the Waiting List Application from cancellations of Confirmed Reservations.

Confirmed Reservation of Waiting List Application

5.13 Member Services will promptly provide a Confirmed Reservation to a Member whose Waiting List Application is successful or partly successful and, to the extent of the Confirmed Reservation, particulars of that Member will be removed from the Waiting List.

Removal from Waiting List

5.14 Unless Member Services otherwise determines, particulars of a Member will be removed from a Waiting List at the end of the relevant Reservation Period for that Member.

Cancellations and Amendments

5.15 A Member may cancel or amend a Confirmed Reservation at any time up to the Check-in Date, subject to payment of the cancellation and amendment fee specified in these Regulations ("Cancellation and Amendment Fee") and, if cancelling a Confirmed Reservation, to forfeiture or cancellation for that Membership Year of that number of Première Points redeemed or applied in relation to the Confirmed Reservation and specified in these Regulations ("Cancelled Première Points").

5.16 A Member who cancels a Confirmed Reservation at any time within the continuous period ending on the Check-

in Date and specified hereunder ("Cancellation Period") must pay the Cancellation and Amendment Fee and have forfeited or cancelled the Cancelled Première Points set out against the following corresponding Cancellation Period:

Cancellation Period (continuous period before Check-in Date)	0 -7 Days prior to Check-in	8-90 Days prior to Check-in	91 Days or more prior to Check-in
Reservation for any length of holiday	Lose 100% of points used for reservation	Lose 50% of points used for reservation	No points penalty

5.17 A Member who cancels or has had cancelled a Confirmed Reservation must still pay the Club Fee or any Special Club Fee as though the Confirmed Reservation was not cancelled and is not entitled to a refund of the Estimated Club Fee.

5.18 Borrowed Première Points used by a Member for a Confirmed Reservation which is cancelled will be carried over to the next succeeding Membership Year.

Variation of Confirmed Reservation

5.19 A Confirmed Reservation cannot be varied by a Member except with the prior written consent of Member Services and then only on such conditions as Member Services may impose or agree. Any such variation which has the effect of a cancellation of the Confirmed Reservation will be treated as a cancellation of the Confirmed Reservation.

Discretion of Member Services for Cancellation or Variation

5.20 In exceptional circumstances or in cases of hardship which are proven to the reasonable satisfaction of Member Services in relation to cancellation or variation of a Confirmed Reservation, Member Services may, but is not obliged to, forfeit or cancel a lesser number of Cancelled Première Points than is provided for in these Regulations and/or waive part or all of the Cancellation and Amendment Fee.

5.21 Member Services can cancel or vary a Confirmed Reservation in the event that the Accommodation reserved becomes unavailable for use for whatever reason. Member Services will give the Member affected as much prior notice as possible and will endeavour to offer alternate Accommodation to the Member. Neither the Responsible Entity nor Member Services nor the Club Resort Manager has any obligation or liability to the Member other than to use reasonable endeavours to find alternate Accommodation of a similar standard or, if such alternate Accommodation is not found, to restore to the Member that number of Première Points redeemed or applied in relation to the Confirmed Reservation. To the greatest extent possible under the Corporations Law, the affected Member waives any and all claims against the Responsible Entity, Member Services and the Club Resort Manager in respect of all such cancelled or varied Confirmed Reservations.

Decision of Member Services Final and Binding

5.22 Subject to the Law, the decision made by Member Services as to any:

- 5.22.1 Reservation Application;
- 5.22.2 Waiting List Application;
- 5.22.3 Borrowing Application;
- 5.22.4 Renting Application;
- 5.22.5 Pooling Application;
- 5.22.6 any other application in accordance with these Regulations,

is final, conclusive and binding on the Member making any one or more of such applications. This decision cannot be challenged, appealed against, reviewed, quashed or changed by the Member or by any other Members, whether by way of meeting or in any court or by any other means whatsoever. For any information relating to a Club reservation, cancellations or amendments, please contact Member Services.

5.23 For all Club Resort related enquiries please check with the onsite reception on arrival or during your stay.

6.0 BORROWING, RENTING AND POOLING

Borrowing Première Points

6.1 A Member who has no outstanding Club Fees or Special Club Fees (if any) to pay and who pays the Estimated Club Fee may make a Borrowing Application for some or all of that Member's Periodic Première Points at any time up to thirty days before the Check-in Date.

6.2 Member Services will promptly provide a Borrowing Confirmation to a Member whose Borrowing Application is successful.

6.3 A Member cannot Borrow Première Points unless that Member has used or intends to use (as evidenced by a Reservation Application or such other evidence of intention

as Member Services may accept) all that Member's Première Points allocation then currently available for use by the Member. 6.4 A Member with at least one Première Point remaining in that Member's Première Points Account may, for the purposes of making a Reservation Application for a particular Accommodation Period within the Reservation Window to which that Member is entitled, Borrow Première Points sufficient to complete the final day of the relevant Reservation Window.

Renting Première Points

6.5 If Rentable Première Points or other Première Points are made available for Members to rent, a Member who has no outstanding Club Fees or Special Club Fees (if any) to pay may make a Renting Application for Rentable Première Points or other Première Points. Any such points which may then be available for such use will be made available at the charge determined from time to time by Member Services or the person who otherwise makes the Première Points available.

6.6 Member Services will promptly provide a Renting Confirmation to a Member whose Renting Application is successful.

6.7 Rented Première Points must be used in the then current Membership Year of a Member and can only be used by that Member during the Short Reservation Period or to complete the final night of the relevant Reservation Window.

6.8 In the absence of Member Services otherwise determining, no Renting Application may be in respect of more than 1,000 Première Points for each Reservation Application.

Pooling Première Points

6.9 A group of Members who have no outstanding Club Fees or Special Club Fees (if any) to pay may make a Pooling Application for some or all of those Members' Periodic Première Points during the then current Membership Entitlement Period applicable to each of the Members.

6.10 Member Services may determine the maximum number of Members who may form a group for the purposes of a Pooling Application.

6.11 Member Services will promptly provide a Pooling Confirmation to all Members whose Pooling Application is successful. Suspension, Deferment or Variation

6.12 The Responsible Entity, in the interests of the Club or the Members as a whole, may at any time and from time to time suspend, defer or vary the entitlement of Members to Bank Première Points, Borrow Première Points, Rent Première Points, Pool Première Points, reserve and use External Accommodation, participate in any External Exchange Programme or exercise any Personal Benefits, but the Responsible Entity will use its reasonable endeavours to minimise or remove any prejudice to Members who have already exercised one or more of these entitlements.

7.0 EXTERNAL ACCOMMODATION AND PERSONAL BENEFITS

General

7.1 A Member may apply, redeem or exchange Periodic Première Points for External Accommodation or for participation in an External Exchange Programme or in relation to Personal Benefits on the terms and conditions and subject to the rules and regulations relating to the External Accommodation or the External Exchange Programme or the Personal Benefits.

7.2 The Regulations which apply to reservation of Club Apartments also apply to reservation of External Accommodation to the extent that the Responsible Entity determines.

7.3 Member Services, in the interests of the Club or the Members as a whole, may at any time and from time to time defer or vary the Entitlement of Members to reserve External Accommodation or to participate in an External Exchange Programme or to use Personal Benefits but will use its reasonable endeavours to minimise or remove any prejudice to Members who have already reserved External Accommodation or participated in the External Exchange Programme or used Personal Benefits.

Accor on Request

7.4 For Accor on Request Accommodation, a Reservation Application can be made once each Membership year.

8.0 BONUS ACCOMMODATION

8.1 A Member who has no outstanding Club Fees or Special Club Fees (if any) to pay and who pays the Bonus Accommodation Charge may make a Bonus Accommodation Application.

8.2 Member Services will promptly provide a Bonus Accommodation Confirmation to a Member whose Bonus Accommodation Application is successful.

8.3 In determining the availability of Bonus Accommodation and the Bonus Accommodation Charge from time to time, the Responsible Entity may have regard to Accommodation available for reservation and which may be surplus to Club requirements, other available accommodation, demand and

supply patterns, Total Première Points, Rentable Première Points, Première Points available for use by Members and which have not been or which are not likely to be used within relevant Membership Entitlement Periods, Banking Applications, Borrowing Applications, Renting Applications or Pooling Applications or such further or other matters as the Responsible Entity determines.

8.4 Member Services, in the interests of the Club or the Members as a whole, may at any time and from time to time defer or vary the Entitlement of Members to Bonus Accommodation but will use its reasonable endeavours to minimise or remove any prejudice to Members who have already reserved Bonus Accommodation.

8.5 If cancelled, Bonus Accommodation payments are none refundable and no amendments to existing reservations are permitted.

9.0 GENERAL USE OF RESORT

Arrival

9.1 Immediately upon their arrival all Members must advise their arrival to the Resident Manager.

9.2 Members who have reasonable cause to believe that they will check-in at the Club Resort outside management hours will advise the Resident Manager beforehand.

9.3 Members may occupy their Club Apartments at anytime after 4.00pm on the Check-in Date and must vacate their Club Apartment no later than 10.00am on the Check-out Date. When permitted by the Resident Manager, Members may use recreational and sporting facilities at the Club Resort before or after these hours.

9.4 Any Member who does not vacate that Member's Club Apartment by the time specified in Regulation 9.3 or such later time as may be expressly agreed to by Member Services will be liable to pay the Club a late fee prescribed by the Responsible Entity (or such lesser amount as Member Services may determine) for each day or part thereof that that Member's occupancy extends beyond the time that that Member is required to vacate the Club Apartment.

9.5 The check-in and check-out times specified in Regulation *Restriction on Use of Facilities at Club Resort*

9.6 All Members will comply with any restrictions imposed by the Resident Manager on the use or continued use of facilities available at the Club Resort.

10.0 USE OF CLUB APARTMENTS

Number of persons

10.1 No Club Apartment shall have more than the number of persons prescribed by the Resident Manager from time to time.

General

10.2 No person shall bring into, store or use any flammable liquid, chemical, gas, or other material in a Club Apartment, other than the materials intended for the proper use in such Club Apartment. Inspection

10.3 The Resident Manager may inspect Club Apartments at all reasonable hours.

Electrical Appliances

10.4 A copy of the manufacturer's instructions for appliance use and function will be found in each Club Apartment. Electrical appliances, such as cooking appliances, must be used according to these instructions and instructions of the Club Resort. Members must not bring other cooking appliances into Club Apartments. Members do need to be aware that if either manufacturers or Club Resort instructions are not adhered to fire alarms may be activated, and if this occurs, the local fire and rescue services will attend and charge a call out fee. Such fee is estimated to be nine hundred dollars (\$900). Any Member who does not adhere to all instructions will be liable for payment of any call out fee being charged as a consequence.

Keys

10.5 No person shall make a copy of the key to a Club Apartment at any Resort and all Members shall surrender all keys to the Resident Manager at the time of checking out.

Missing Items

10.6 Upon checking in, the management must be notified of any missing or broken items so as not to be charged for them.

10.7 At the time of checking out a Member should notify the Resident Manager of any missing items or breakages so that they may be replaced immediately for the next Member.

Additional Utensils

10.8 Should any Member require additional utensils they can be requested from the Resident Manager.

Security

10.9 At all times it is the responsibility of Members and their guests to keep their Club Apartment and personal belongings secure when unattended. The Club accepts no liability for any loss sustained by Members not securing their

Club Apartment or personal belongings.

11.0 CONDUCT AND GENERAL USE OF CLUB RESORT

Conduct of Persons

11.1 All Members, Guests and other persons, whilst at any Club Resort, shall:

11.1.1 comply with these Regulations;

11.1.2 comply with any requests and directions of the Resident Manager;

11.1.3 not conduct themselves in any manner which shall or may be a nuisance, disturbance, hazard, or an unreasonable interference with the use and peaceful enjoyment of the Club Resort by other Members and Guests;

11.1.4 not use any language or behave in any manner which is or may be or is likely to cause reasonable offence or embarrassment to other Members and Guests;

11.1.5 not use the Club Resort for any purpose which is or may be illegal or injurious to the reputation of the Club;

11.1.6 not mark, paint, drive nails, screws or the like into, or otherwise damage or deface any part of the Club Resort;

11.1.7 not hang any washing, or other article from any other part of the Club Resort, except where provisions have been made in the Club Apartment;

11.1.8 not throw any article (in particular, cigarette butts, trash, bottles, or cans) from any Club Apartment, balcony or patio.

11.1.9 comply with all instructions for all electrical and cooking appliances.

Disposal of Rubbish and General Cleanliness

11.2 All Members, Guests and other persons whilst at any Club Resort shall:

11.2.1 have regard for and keep clean, neat, and tidy their Club Apartment, and all other parts of the Club Resort;

11.2.2 not leave any garbage, rubbish, waste, bottles, and cans other than in the receptacles provided;

11.2.3 not leave or place disposable napkins other than in a sealed plastic bag placed in a garbage bin.

Cleaning Expenses

11.3 Subject to payment of the Club Fee:

11.3.1 a Bronze, Silver, Gold and Platinum Member is entitled to up to two (2) standard cleaning services at no additional cost to the Member for each Accommodation use during a Membership Year;

11.3.2 a Traveller Member is entitled to, for each Membership Year, up to four (4) standard cleaning services, plus an additional two (2) standard cleaning services per 5,000 Première Points in excess of an annual entitlement of 10,000 Première Points, at no additional cost to the Member for each Accommodation use during a Membership Year; and

11.3.3 a Corporate Member is entitled to, for each Membership Year, up to eight (8) standard cleaning services, plus an additional two (2) standard cleaning services per 5,000 Première Points in excess of an annual entitlement of 20,000 Première Points, at no additional cost to the Member for each Accommodation use during a Membership Year.

11.3.4 For every other Accommodation use during a Membership Year or for additional standard cleaning services during an Accommodation use, a Member must pay the standard cleaning service fee then applying to that Accommodation at or before the time of check-out on the Check-out Date.

Children

11.4 All Members, Guests and other persons whilst at any Club Resort shall ensure that any child whom they are responsible for is properly supervised at all times.

11.5 Children under six (6) years of age must be supervised by an adult at all times.

Animals

11.6 No Member, Guest nor other person whilst at any Club Resort shall bring or keep any animal, bird or reptile at the Club Resort.

Personal Charges

11.7 Members who wish to use available telephone, facsimile, baby sitters, tours and any other such services, will be charged at the prevailing rates, which charges are payable at the time of checking out. Any such personal services used by the Guest of any Member will be invoiced directly to that Member if the Guest has not previously paid them. The Resident Manager will require a security deposit

for such services at the time of checking in, for example, a credit card.

Suspicious Activity

11.8 Any suspicious or unusual activity should be reported immediately to the Resident Manager.

Charges

11.9 The payment of all fees, charges and costs incurred at Club Resorts by Members, guests or their invitees shall be the full responsibility of the respective Member, and must be paid prior to the departure of the Member, or guest. The Responsible Entity reserves the right to issue an invoice directly against the Member if the Member, guest or their invitees fails to pay any fee, charge or cost incurred at a Club Resort but which remains unpaid.

Lost Property

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

12.0 SPORTING AND RECREATIONAL FACILITIES

Reservation of Sporting Equipment

12.1 Any sporting or recreational equipment available for rent shall be reserved in accordance with the policies of the Club Resort as notified to Members by the Resident Manager from time to time.

12.2 Use of any sporting or recreational equipment is solely at the user's risk.

Swimming and Spa Pools, Sauna

12.3 Use of any available swimming and spa pools and sauna is solely at the user's risk. No lifeguard facilities are provided in relation to swimming and spa pools.

12.4 Running and dangerous activities around pools is not permitted. Breakable items must not be brought into the pool or spa areas.

12.5 Persons must shower prior to using the swimming pool and the spa pool.

12.6 Swimming pools, spa pools and saunas must only be used during the times specified by the Resident Manager.

13.0 VISITORS TO CLUB RESORT

13.1 Members and Guests may invite visitors to the Club Resort the latter of whom may remain on the Club Resort only whilst in the company of the inviting Member or Guest who shall promptly advise the Resident Manager of intending visitors.

13.2 It shall be the responsibility of the inviting Member or Guest to ensure that visitors are properly familiar with and in all respects comply with these Regulations.

14.0 NO LIABILITY OF RESPONSIBLE ENTITY FOR PROPERTY OF MEMBERS AND GUESTS

Liability of Responsible Entity

14.1 The Responsible Entity shall not be responsible through any cause whatsoever for any loss or damage to the property of any person at the Club Resort. To the greatest extent possible under the Law, all such persons shall release and indemnify the Responsible Entity from and against all loss or damage to that person's property howsoever lost or damaged and whether caused by any negligent act or omission on the part of the Responsible Entity and its servants and agents.

15.0 PRESCRIBED AMOUNT

15.1 For the purposes of the Constitution and these Regulations, the fee, cost, charge, expense or other matter referred to as prescribed by the Responsible Entity in the Constitution or in these Regulations ("Prescribed Amount") and the corresponding provision in the Constitution or Regulations and brief description is set out below:

Provision in Constitutions/ Regulations	Brief Description	Prescribed Amount
Clause 9.1.2 Constitution	Transfer of Membership	\$300.00
Clause 11.8.1 Constitution	Inspection of Register	Nil for Member
Clause 11.8.2 Constitution	Copy of Register	\$10.00
Clause 13.5 Constitution	Copy of Constitution	\$10.00
Clause 24.9 Constitution	Administrative Charge	a) If Club Fees are paid quarterly then an administrative charge of \$7.50 per payment b) Payment of any fees with credit card incurs a transaction fee of 1.0% for Visa and Mastercard (being \$7.85 on a Club Fee of \$785)
Clause 24.10.1	Interest Rate for late payment of Membership Fee	3% above the maximum interest rate charged on overdraft accounts by the Commonwealth Bank
Clause 24.10.2 Constitution	Late Payment Charge of Membership Fee	\$50.00 per notice
Clause 24.10.3 Constitution	Return Cheque Charge per cheque of Membership Fee	\$100.00
Clause 24.10.4 Constitution	Banking Corporation or other credit provider fee are equal to the fee or charge of the Banking Corporation for dishonoured, returned or rejected payment	Equal to the fee or charge of the Banking Corporation or other credit provider
Regulations 5.15	Cancellation and Amendment Fee	\$55 as well as loss of Première Points - see section 3.5 for more details
Regulation 8.0	Bonus Accommodation Cancellations	No refund
Regulation 9.4	Late Departure Fee	\$200.00
Regulation 11.1.9	Fire Extinguisher/ Brigade	Equal to the fee or charge incurred by the Club.
Regulation 11.3	Cleaning Fee	Studio \$100 One bedroom \$140 Two bedroom \$190 Three bedroom \$240
Regulation 16	Supply of Information (other than information which the Member is entitled to receive once under the Constitution or the Regulations)	\$50.00

15.2 The Responsible Entity may change any of the Prescribed Amounts or prescribe fees, costs, charges and expenses for other matters referred to in the Constitution and the Regulations, in each case by prior written notice to Members.

15.3 If the Prescribed Amount is different from the corresponding amount prescribed under the Corporations Regulations, the latter amount will be deemed to be substituted for the former amount and will be the Prescribed Amount.

16.0 SUPPLY OF INFORMATION

16.1 The Responsible Entity will provide to Members all information and documents that they are entitled to receive under the Constitution or the Regulations. If a Member requests the provision of information or a document that has already been provided by or on behalf of the Responsible Entity to that Member, or that Member requests information and documents to which that Member is not entitled but which the Responsible Entity agrees to provide, the Responsible Entity may charge a fee from time to time prescribed by the Responsible Entity under these Regulations for that purpose.

17.0 COMPLAINTS

Directions

17.1 No Member, Guest or any other person is entitled to give any direction to the Responsible Entity, Member Services, the Club Resort Manager or the Resident Manager.

Complaints

17.2 All complaints held by any Member, Guest or any other person concerning the Responsible Entity, Member Services, the Club Resort Manager or the Resident Manager will be dealt with in accordance with the complaints handling procedures set out in the Constitution and the Compliance Plan.

April 2021

ACCOR VACATION CLUB *Regulations*

Corporate Directory

Responsible Entity:	A.P.V.C. Ltd ABN 54 093 228 141 re@accorvacationclub.com.au Free Call 1800 016 868
Developer:	A.P.V.C. Nominees Pty Ltd ABN 86 092 447 946 in its capacity as nominee for Accor Resorts Management Pty Limited ACN 009 130 131
Sales:	A.P.V.C. Ltd ABN 54 093 228 141 sales@accorvacationclub.com.au
Home Club:	Accor Vacation Club ARSN 094 718 108 info@accorvacationclub.com.au
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