

**BY-LAWS**  
of  
**TravelSenseCGB® Club**

**CONTENTS**

1. INTERPRETATION
2. GENERAL USE OF THE ACCOMMODATIONS
  - 2.1 Terms for use of accommodations under this By Laws
  - 2.2 Company
  - 2.3 Check-in/Check-out Procedure
  - 2.4 Restrictions or use of any Facility
3. USE OF APARTMENTS/ROOMS
  - 3.1 Number of Persons
  - 3.2 General
  - 3.3 Inspection
  - 3.4 Electrical Appliances
  - 3.5 Keys
  - 3.6 Additional Utensils
  - 3.7 Cleanliness
  - 3.8 No Smoking Policy
4. USE OF RECREATION AND SPORTING FACILITIES
  - 4.1 General
  - 4.2 Sporting Facilities
  - 4.3 Swimming Pool and Sauna Areas
5. CONDUCT AND GENERAL USE OF THE RESORT
  - 5.1 General
  - 5.2 The Disposal of Rubbish and General Cleanliness
  - 5.3 Motor Vehicles
  - 5.4 Children
  - 5.5 Animals
  - 5.6 Collection for Charities
  - 5.7 Advertising
  - 5.8 Personal Charges
  - 5.9 Management Hours
6. CONDUCT OF MEMBERS AND GUESTS
  - 6.1 Right to remove, censure, fine or suspend
  - 6.2 Discipline of Staff
7. VISITORS
8. MEMBER / GUEST PROPERTY
  - 8.1 Security
  - 8.2 Liability of Club
  - 8.3 Lost Property
9. RIGHTS / Money Back Guarantee

## **1. INTERPRETATION:**

In these By-Laws:-

- “Guest” includes an invitee of a member, whether relative, friend, associate or other person either staying with or visiting the member or staying with the member’s permission and shall also include an invitee of the Club.
- “Manager” means the person or company appointed by the Board to be the Manager of the Club.
- “Management” means the Board and Its officers to whom executive powers are delegated and/or the Manager of the Club which includes an assistant relieving or on-site employing by the Manager.
- “Member” means a person or company who is a Part-Owner and has been accepted into membership to the Club and is entitled to the privileges of membership.
- “Resident” means a person occupying an apartment at the Resort for any period of time and any derivations thereof shall have a corresponding meaning.
- “Resident Manager” means the on-site Manager(s) employed by the Club and under the direction of Classic Holidays.
- “Resort Manager” means the Management Company, Classic Holidays.
- “Vacation week” means a week commencing on a Friday at 4 p.m. and terminating on the following Friday at 10 a.m.
- Words importing the singular number shall include the plural and the masculine gender the feminine or neuter and vice versa.

## **2. GENERAL USE OF THE RESORT / HOTEL**

### **2.1 Terms for use of accommodations under this By Laws / Statute**

By paying the membership fee in an amount determined by the Administrative Company (Management firm), the payer becomes a full member / user of a floating week (annually / biennially) with hotel accommodation for life, and / or after the transfer of rights to a third Memberships person (for a single or

all weeks — in which he achieved his lifetime right), provided that the right of the third person is limited to up to 50 years of its use from the date of transfer.

TravelSenseCGB®



## 2.2 Company, the Management Holder of TravelSenseCGB® Club

The management holder of TravelSenseCGB® Club and this By Laws - is the following company: CGB INSTITUTE, with Business Office at Boston, 245 First Street, Cambridge, Massachusetts 02142, U.S.A.

## 2.3 Check in/Check out Procedure

- (a) (i) All persons who shall be residing at the Resort shall immediately on arrival, or as soon as possible thereafter, notify the office of their arrival.
- (ii) All persons who anticipate arriving after 5.00 p.m. shall prior to that time advise the office accordingly.
- (b) Residents may occupy their apartments at any time after 4.00 p.m. on the day of commencement of their residency and must vacate their apartments no later than 10 a.m. on the day of termination of their residency.
- (c) Residents who arrive at the Resort earlier than, or who wish to leave later than, the times referred to in the last paragraph may use the recreational and sporting facilities of the Resort.

## 2.4 Restrictions or use of any Facility

The Management may, for any reason, impose restrictions for any period on the use of any facility at the Resort, in which case no person shall enter upon or use such facility in contravention of those restrictions.

# 3. USE OF APARTMENTS

## 3.1 Number of Persons

➤ The maximum number of persons in one hotel room is two (2) persons, but in bigger apartments it can be more. It means that in a Two Bedroom Apartment six (6) persons (including children and infants) may reside at any time. A family may stay in a Two Bedroom Apartment consisting of (Mother, Father & 5 children) the 7<sup>th</sup> person shall be a child under 12 months old in a cot at the discretion of the Resident Manager.

## 3.2 General

No person shall bring into, store or use any flammable chemical, liquid, gas or other material in an apartment other than materials intended for proper use in such apartment.

### 3.3 Inspection

The Resort Manager or the Club's servants may inspect apartment's at all reasonable hours.

### 3.4 Electrical Appliances

A copy of the manufacturer's instructions for appliance use and function will be found in each apartment. Electrical appliances must be used according to these instructions.

### 3.5 Keys

No person shall make a copy of a key to an apartment at the Resort and all Residents shall surrender all keys to the Resident Manager at time of checking out.

### 3.6 Additional Utensils

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

### 3.7 Cleanliness

It is the responsibility of the respective occupants to maintain their apartment in a clean sanitary condition at all times. Additional housekeeping services are available upon request and are subject to the payment of a fee. Occupants will be charged an excess cleaning fee if apartments are left in an untidy or dirty condition.

### 3.8 No Smoking Policy

Smoking is not permitted in any building at the Resort. Smoking is permitted at a reasonable distance from any building so as to avoid causing distress to any person within the buildings.

## **4. USE OF RECREATION AND SPORTING FACILITIES**

### 4.1 General

Members may use the recreational and sporting facilities at the Resort notwithstanding that they have no residential entitlement, provided however, that such use is limited to no more than six (6) daily occasions during any one year.

### 4.2 Sporting Facilities

Persons using the sporting facilities and equipment should observe the applicable rules mounted at the facility.

### 4.3 Swimming Pool and Sauna Areas

(a) No person shall enter the swimming pool, children's pool or spa pool after physical



exertion without first showering.

(b) Running and dangerous activities around the pool are not permitted. Breakable items must not be taken into the pool or sauna areas.

(c) Use of the swimming pools, spa and sauna is solely at the user's risk. No lifeguard facilities are provided in relation to the swimming pools.

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

### **5.1 General**

All persons, whilst at the Resort, shall:

(a) Abide by the Constitution and By-Laws of the Club.

(b) Comply with any requests and directions by the Management.

(c) Not conduct themselves in any manner which shall or may be a nuisance, disturbance, hazard or an unreasonable interference with the use and peaceful enjoyment of the Resort by other members and guests.

(d) Not use any language or behave in any manner which is or may be likely to cause reasonable offence or embarrassment to other members and guests.

(e) Not use the Resort for any purpose which is or may be illegal or injurious to the reputation of the Resort the Club.

(f) Not mark, paint, drive nails screws or other like into, or otherwise damage or deface any part of the Resort.

(g) Not hang any washing, or other articles from any part of the Resort, except where provision is made in the apartments/room.

### **5.2 The Disposal of Rubbish and General Cleanliness**

All persons whilst at the Resort shall:

(a) Have regard for and keep clean, neat and tidy their apartment, and all other parts of the Resort.

(b) Not leave any garbage, rubbish, waste, bottles and cans otherwise than in the receptacles provided.

(c) Not leave or place disposable napkins other than in a sealed plastic bag (obtainable at the office) placed in a garbage bin.

### **5.3 Motor Vehicles**

All persons whilst at the Resort shall not:

(a) Drive or cause to be driven any motor vehicle, motor cycle, trailer or caravan faster



than 16 km/h at the Resort, or cause any undue noise or fumes from them.

(b) Cause any obstruction or allow any motor vehicle, motor cycle, trailer, caravan or boat to stand or park contrary to the directions of the Management.

(c) Service or repair any motor vehicle, motor cycle, trailer, caravan or boat at the Resort, without the express permission of the Management, and should such permission be given then in strict accordance with any directions that the Management may give.

#### 5.4 Children

(a) All persons whilst at the Resort shall ensure that any child under the legal age of 18 years of age for whom they are responsible is properly supervised at all times.

(b) The Management requests parents and guardians to advise children in their care of the Club Rules and By-laws upon arrival at the Resort.

(c) Parents and guardians may be asked to pay for damage to property on the Resort premises caused by children in their care.

#### 5.5 Animals

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

#### 5.6 Collection for Charities

No person whilst at the Resort shall:

(a) Collect from or solicit from any person any monies or other contributions for charitable or other purposes without the express prior consent of the Management.

(b) Sell any tickets in or otherwise conduct any lottery or raffle without the express prior consent of the Management.

#### 5.7 Advertising

No person whilst at the Resort shall

(a) Advertise or cause the advertising of any matter of any kind or display or exhibit or cause to be displayed or exhibited any material whatsoever without the express prior consent of the Management.

(b) Approach or solicit any member or guest for any professional or commercial purpose without the express prior consent of the Management.

#### 5.8 Personal Charges

Residents who wish the use of telephone, fax, babysitters, secretarial service or tours will be charged at the prevailing rates, which charges are payable at the time of checking out. Any such personal services used by guests of members will be invoiced



directly to the member if the guest has not previously paid them. The Resort Manager may require a security deposit for such services at the time of checking in.

#### 5.9 Management Hours

The Resort will be managed and the office opened during the following times: Monday to Thursday 9am – 5pm: Friday 8.30am – 6pm: Saturday 9am- 2pm and Sunday Closed: or during such other hours as may be notified by the Resort Manager from time to time.

### 6. CONDUCT OF MEMBERS AND GUESTS

#### 6.1 Right to remove, censure, fine or suspend

If any member, or any person at the invitation of or with the consent and approval of such member, at the Resort willfully refuses or neglects to comply with the provisions of this document or the Regulations or is guilty of any conduct which, in the opinion of the Board or Manager or any two Directors, is unbecoming of the member or prejudicial to the interest of the Club, then;

(a) The Board or the Manager or any two Directors may immediately terminate that person's occupation or other right as aforesaid and remove that person from the Resort and/or

(b) The Board may by resolution of the Board at a meeting held, fine or suspend the rights and privileges of membership (including but without limiting the generality thereof the right to use his Entitlement) of that member.

For the purposes of Clause 6.1, the decision of the Board, Manager or any two Directors is final and binding upon the said member or person.

#### 6.2 Discipline of Staff

(a) No member (except the Chairman) shall reprimand or give any direction to the Resident Manager, or any servant of the Club.

(b) Any complaints or grievances by any member concerning the Resident Manager, any employee of the Club or any matter relating to the Resort shall be made in writing to the Secretary of the Club who shall submit the complaint or grievance to the Board at its next meeting.

### 7. VISITORS

Members and resident guests:

- (a) May invite visitors to the Resort but such visitors may only be at the Resort whilst in the company of the inviting member or guest.
- (b) Shall advise the Manager of intending visitors to assist the Resident Manager in maintaining security at the Resort.
- (c) The Resident Manager may limit the number of non-resident guests and visitors at the Resort if the Resident Manager considers such limitation is necessary having regard to the number of people at the Resort.

## **8. LIABILITY OF CLUB FOR MEMBERS AND GUEST PROPERTY**

### **8.1 Security**

- (a) Apartments should be locked when unattended.
- (b) Any suspicious or unusual activity should be reported immediately to the Resident Manager.

### **8.2 Liability of Club**

The Club shall not be responsible through any cause whatsoever for any injury to any person or any loss or damage to the property of any person at the Resort. All such persons shall release and indemnify the Club and its members 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 Club and its servants and agents.

### **8.3 Lost Property**

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

## **9. RIGHTS / Money Back Guarantee**

9.1 Each person, after he/she realize the full amount of some of the target fee, generally have the right to use the published benefits – for life, and after transferring - for another 50 years.

9.2 Each person, after he/she realize the full amount of some of the target fee, is entitled to a refund of the entire amount (Money Back Guarantee) in case the previously did not use the benefits on the basis of the realized or paid amount.

9.3 The amount of return on the sole request of the person could be reinvest in further double benefits of the TravelSense or for any other program of CGB, or will be paid by transfer to the user.



## 10. TABLE

10.1 One week annually = €20,000 (pay: €10,000) = 1000 TravelSenseCGB credits p.a.

10.2 Part\* of week annually = €12,000 (pay: €6,000) = 600 TravelSenseCGB credits p.a.

10.3 Two nights annually = €6000 (pay: €3,000) = 300 TravelSenseCGB credits p.a.

10.4 One night annually = €3,000 (pay: €1,500) = 150 TravelSenseCGB credits p.a.

10.5 One week biannually = €10,000 (pay: €5,000) = 500 TravelSenseCGB credits p.a.

10.6 Part\* of week biannually = €6,000 (pay: €3,000) = 300 TravelSenseCGB credits p.a.

10.7 Two nights biannually = 3,000 (pay: €1,500) = 150 TravelSenseCGB credits p.a.

10.8 One night biannually €1,500 (pay: €750) = 75 TravelSenseCGB credits p.a.

\*"Part of week" means: three nights from Monday to Friday, or four nights as follows: two nights from Monday to Friday plus Saturday and Sunday;

Name and Family Name: \_\_\_\_\_

Passeport or ID Card Number: \_\_\_\_\_

Country: \_\_\_\_\_

Place and Date: \_\_\_\_\_

Signature: \_\_\_\_\_

