



Four Seasons Country Club

QUINTA DO LAGO



Amended 1st August, 2022



Registered Office
Second Floor, Exchange House, 54-58 Athol Street, Douglas, Isle of Man, IM1 1JD
Telephone: (01624) 639494 – Fax: (01624) 662249

Dear Reader,

Thank you for your interest in Four Seasons Country Club Limited (“the Club”).

This booklet contains the legal documentation relating to the rights and obligation of membership of the Club.

You will acquire your right to occupy your chosen dwelling and to use of the Club’s facilities for one or more weeks per year by becoming a member of the Club. Members are bound by the Club Rules together with the Club’s Articles of Association.

You may become a member by purchasing your occupancy rights through the membership office or directly from an existing member. In both cases you will be asked to sign a Form of Nomination acknowledging that your membership will be subject to the Memorandum and Articles of Association of the Club and agreeing to be bound by the Club Rules. On completion of the formalities, your name will be entered on the Register of Members and you will receive your membership certificate.

Under the Club Rules you will have the right to occupy your dwelling during a specified period each year subject to the payment of the appropriate annual membership fee. The membership fees are a major source of finance necessary for the operation of the Club with a proportion set aside to the Club’s reserves for refurbishment and improvements.

It should be stressed that Four Seasons Country Club is a members’ Club, and is self-supporting.

I would like to explain briefly how your rights are protected.

Legally, the Club is an Isle of Man registered company governed by its Memorandum and Articles of Association with its own Board of Directors elected by its members, who are responsible for all aspects of the Club’s affairs. At each annual general meeting, members have the opportunity to show their confidence in the Board by the election or re-election of directors, a third of whom retire each year.

A majority of the present directors are Club members and it is foreseen that this will always be the case.

There are legal safeguards to protect your rights. By means of inter-company agreements, the Club has the right to occupy land and buildings on the Quinta do Lago development. The title to the land and buildings is held by Four Seasons Country Club (Propriedades) Sociedade Unipessoal Lda (“Propriedades”). All the share capital in Propriedades is held by the Club and the directors may not in any way deal in those shares or instruct the directors of Propriedades to dispose of the land or buildings unless they are directed to do so by you, the Club members. These strictures on the directors are entrenched in the Articles of Association.

Day-to-day management of the Club in Portugal is the responsibility of the Club's General Manager, to whom correspondence and queries should be directed in the first instance at:

Apartado 2208
Quinta do Lago
8135-024 Almancil
Algarve
Portugal
Tel: (289) 357000
Fax: (289) 396124
E-mail: mail@fscqquintadolago.com

All matters relating to the collection of membership fees are also dealt with by the club in Portugal.

Registrars:
Grant Thornton (Isle of Man) Limited
P.O. Box 307
Second Floor
Exchange House
54-58 Athol Street
Douglas
Isle of Man
IM1 1JD
Tel: (01624) 639494
Fax: (01624) 662249

I hope this brief summary has given you an idea of how Club membership "works". Your rights and obligations as a Club member are set out in the documents contained in this booklet and you are advised to read them carefully.

On behalf of the Board, may I wish you many weeks of enjoyment and relaxation at Four Seasons Country Club.

Yours sincerely,

Ian Hares,
Chairman.

Contents

Club Rules	Page 4
Club Certificate	Page 8
Form of Nomination	Page 9
Regulations and Statement relating to Interval International	Page 11

Club Rules

Note: When your application to become a Club Member of Four Seasons Country Club Limited is accepted you are automatically bound by these Club Rules. Throughout these Rules “the Club” refers to Four Seasons Country Club Limited and/or Four Seasons Country Club (Propriedades) Sociedade Unipessoal Lda as the context requires. The Rules are a contract between you, the Club, and the other Club Members and, among other things, commit the Club to allow you to occupy your dwelling and commit you to pay annual membership fees

Membership is restricted to:

T1 (one bedroom apartment) – 4 members from one family

T2 (two bedroom apartment/villa) – 6 members from two families

Supporting documentation will be required to confirm family links.

1. YOUR RIGHTS OF OCCUPATION

You will have rights of occupation as follows:–

- 1.1. You will have the exclusive right to occupy the dwelling identified on your Club Certificate and to use the Club Facilities for the period in each year stated on the certificate, indefinitely, but subject to these Rules.
- 1.2. Subject to any Regulations made by the Club (see Rule 3) you may invite guests to occupy your dwelling and/or use the Club Facilities. To prevent unauthorised use of the Club Facilities, your guests may use the Club Facilities only when in occupation of your dwelling or when in the company of a Member as applicable. The maximum number of occupants permitted in respect of any dwelling is stated on your Club Certificate.
- 1.3 When major works are taking place then the club will provide alternative accommodation in a similar unit, which will be at the club if possible. Members may not be notified in advance of this change, dependant on the type and level of works involved.
- 1.4. When you permit guests to occupy your dwelling:–
 - (a) you nevertheless remain personally responsible for all your obligations under these Rules;
 - (b) you will be personally responsible for the acts, omissions and general behaviour of your guests, who shall comply with all applicable Club Rules and Regulations;
 - (c) if the guests are to occupy when you are absent the name, address and telephone number of one of your guests must be given to the Club at least one month before your guests are due to occupy.
- 1.5. In the case of joint members, the Club will be entitled to rely on statements made by the member whose name stands first in the Register of Members with regard to such matters as occupation, letting, exchange and intention to sell.

- 1.6. Club Members will be issued with Club Certificates.
- 1.7. The Club may permit persons other than Club Members or guests to use the Club Facilities.
- 1.8. Your rights of occupation (which include your rights to use the Club Facilities) are limited to the period stated on your Club Certificate. However, you may use the Club Facilities at times when you are not in residence subject to the requirements of Club Members or their guests in residence.

2. MEMBERSHIP FEES AND OTHER CHARGES

- 2.1. Your membership fee will be a fair and reasonable proportion (to be decided by the Club) of the estimated net outgoings payable by the Club for each period plus a sum to make good any deficit arising out of previous years plus such sum to be applied in the creation of reserves as the Club thinks desirable.
- 2.2. The Club may charge you and your guests for use of the Club Facilities and for supplying food, drink and other goods and services.
- 2.3. You must pay the membership fee within one month of demand (or such other period as may be advised by the Club) being made by or on behalf of the Club. If you fail to pay by then your rights of occupation may be suspended under Clause 7 and the Club will charge a reinstatement fee for the revocation of the suspension of rights of occupation, such fee to be set annually by the Directors and notified to Club Members prior to or at the time of invoicing for the membership fee.

3. REGULATIONS

- 3.1. The Club may make, vary and revoke Regulations governing all aspects of the rights of Club Members, guests and others to occupy the dwellings and use the Club Facilities (including the prices to be charged for use of the Club Facilities) provided that such Regulations:
 - (a) shall not unreasonably interfere with your rights of occupation; and
 - (b) must not unfairly prevent your use of the Club Facilities.
- 3.2. The current Regulations are set out as Appendix III to these Rules and copies of the Regulations from time to time in force shall be available on request.

4. YOUR GENERAL OBLIGATIONS

- 4.1. These obligations bind you until you cease to be a Club Member. You agree with the Club that you and/or your guests will:–
 - (a) not occupy your dwelling otherwise than as stated on your Club Certificate and in particular you will vacate your dwelling no later than the time given in your Club Certificate;

- (b) at all times observe any Regulations relating to the occupation and use of your dwelling and use of the Club Facilities;
- (c) keep and maintain the interior of your dwelling and all of its contents in good condition during the period of your or your guests' occupancy and pay for and indemnify the Club against any damage, deterioration or dilapidation (over and above fair wear and tear and damage or destruction by fire or any other insured risk as to which the Club shall be the sole judge);
- (d) not damage or destroy any part of the development or any Club property and will indemnify the Club against any such damage or destruction;
- (e) if any emergency repair or maintenance work has to be carried out to the dwelling or its contents when you or your guests are in occupation to allow access on reasonable notice to enable such work to be carried out;
- (f)) not make any alterations or additions to your dwelling or the contents thereof;
- (g) notify the Club forthwith of any change in your permanent address;
- (h) notify the club of your email address (if you have one) and any subsequent change of that address.
- (i) not do anything which may make void or voidable any insurance for the time being in force relating to the development or which could operate to increase the premium payable in respect of any such insurance.

4.2. Notwithstanding anything contained in these Rules you will not be liable for the acts of guests who occupy your dwelling under an exchange system to which the Club is affiliated or through the club's rental programme.

4.3. If you should die your personal representatives will be bound by the Club Rules until a new Club Member is elected to take your place.

5. GENERAL OBLIGATIONS OF THE CLUB

5.1. The Club shall provide such services as it shall deem desirable, which shall include:—

- (a) maintaining, repairing, replacing and decorating the development and its equipment and furnishings;
- (b) cleaning the dwellings and supplying clean bed linen and towels at least weekly;
- (c) providing the Club Facilities.

6. TRANSFER OF YOUR RIGHTS

6.1. You may nominate another person ("the applicant") to take over your rights under these Rules provided that the applicant agrees to be bound by these Rules and applies to the Club to become and is accepted by the Club as a Club Member. If you nominate applicants in respect of all your weeks and surrender all your Club Certificates you will be deemed to

have resigned as a Club Member but without prejudice to the receipt of the balance of any sales proceeds.

6.2. The Form of Nomination is set out in Appendix II.

6.3. Forms of Nomination may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. Forms of Nomination may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

6.4. The Club may refuse to accept an applicant;

- (a) if any sums are owing by you to the Club;
- (b) if your rights of occupation are suspended under Clause 7;
- (c) if the Form of Nomination is not properly completed.

6.5. The Club will notify the applicant that he has been accepted by issuing him with a Club Certificate relating to the rights of occupation transferred and will notify you by sending you a copy of the Form of Nomination signed by the Club.

6.6. After a Club Member's death his personal representative may nominate an applicant as if they were the Club Member.

7. SUSPENSION OF RIGHTS OF OCCUPATION

7.1. The Club may at any time suspend your rights of occupation (which include your rights to use the Club Facilities and to let, exchange, allow to be occupied or sell any of the weeks for which you have occupation rights):—

- (a) if you fail to pay when due any money payable by you to the Club including the membership fee;
- (b) if you or your guests are in breach of Rule 4.1(c) or 4.1(d);
- (c) if you or your guests have, in the reasonable opinion of the Club, committed a substantial breach of these Rules or the Regulations;
- (d) if the conduct of you or your guests is in the opinion of the Club wholly unbecoming to a Club Member.

7.2. In the case of joint members the Club will write to all members at their most recently advised address before occupation rights are suspended.

7.3. Your rights of occupation may be suspended in respect of all or any weeks in which you are entitled to occupy a dwelling.

7.4. You will be required to pay the membership fee payable in respect of the period of suspension.

7.5. If your rights are suspended the Club has the sole discretion to let your week(s) and you will not have the right to influence the rental amount. The rental receipts, after deduction of any commission due to the Club and any reasonable expenses incurred, will be used to settle the membership fee(s) outstanding including any reinstatement fees to be paid. If the net rental receipts are insufficient then you will remain liable for the difference. In the event that rental receipts are greater than the membership fee(s) due, any surplus will be retained by the Club.

- 7.6. The Club may at its discretion, revoke any suspension at any time subject to the payment of a reinstatement fee under Clause 2.3.
- 7.7. You may require the Club Members in any general meeting of the Club held in the second or subsequent years of suspension to review your suspension and the Club shall be bound to take such action as the Club Members may direct.

8. CANCELLATION OF YOUR RIGHTS

- 8.1. If your rights of occupation are suspended in two or more years they may be cancelled by a resolution of the board of directors of the Club.
- 8.2. In the case of joint members the Club will write to all members at their most recently advised address before occupation rights are cancelled.
- 8.3. Upon cancellation of your rights of occupation you will cease to be a member of the Club and will no longer have any of the rights or benefits of a member.
- 8.4. If your rights have been cancelled you will be deemed to have resigned as a member and will not be entitled to any monies received from any person who subsequently acquires from the Club the rights of occupation as set out in 9.3 of these rules.
- 8.5. The directors of the Club shall have the sole discretion to revoke rule 8, cancellation of membership, if all monies outstanding to the Club are paid in full.

9. TERMINATION

- 9.1. Your rights and obligations under these Rules will terminate on the winding up of the Club. You will, however, remain liable to pay to the Club any monies then owing by you and you may be required to pay £10 to discharge your liability to the Club under the Memorandum of Association of the Club.
- 9.2. You may give up your rights under these Rules and resign your membership of the Club by returning your Club Certificates to the Club together with the Forms of Nomination signed by you but with the applicants' names left blank. Your rights and obligations under these Rules will terminate other than your liability to pay any monies then owing by you to the Club and you may be required to pay £10 to discharge your liability to the Club under the Memorandum of Association of the Club.
- 9.3. If you resign your membership of the Club you will not be entitled to any monies the Club may receive from any person who acquires from the Club rights of occupation in respect of your weeks.

10. NON-RESIDENT GUESTS OF MEMBERS

For this purpose this does not refer to guests who may be occupying your villa and staying at the Club but to persons that you might invite to the Club and who are not resident there at the time.

- 10.1. Members are entitled to invite guests, up to a maximum of 4 per membership (not per person or per week). For any number above this specific permission should be requested from the Club's general manager, in advance.

10.2 A guest is any person who is not registered as a member on the Club's register of members and your Club Certificate. This includes members of your immediate family.

10.3 Members must accompany the guest at all times. It is not permitted for guests to be in the Club without the member also being present.

10.4 Guests cannot be given access to the Club by the member and then left there, without the member being present, for any period of time.

10.5 Children should not be left at anytime on the Club's premises without an adult present to supervise and take responsibility for the child (children). Children in this case are those not having attained the age of 18.

10.6 It is strictly forbidden for anyone owning property nearby whether engaged in rentals of their property(ies) or not to seek to benefit from the use of the Club's facilities for their own guests. If non-members are found to be in the Club having been given access by a member but without that member being present with their guests, those persons will be asked to leave the premises.

11. SPECIAL PROMOTIONS

11.1. The Club, for the benefit of all members, will always endeavour to achieve the maximum levels of occupancy. This may include special member promotions. In the event that a promotion pertains to accommodation in the form of a special discount to members the owner of the week is obligated to comply with the terms of that special promotion, subject to that promotion only being for use by other members.

12. UNACCEPTABLE BEHAVIOUR

Any abusive, aggressive or unacceptable behaviour of any kind towards any member of the Club staff and/or member and/or guest will not be tolerated.

Such behaviour includes, but is not limited to, an action which is:

- Abusive or aggressive, verbally or physically
- Offensive in language and/or behaviour
- Bullying and/or harassing
- Intimidating and/or threatening

In addition, such behaviour includes threats to post or actually posting of false material about the Club (its staff, members or guests) on social media.

In any case of the above the board may, at its discretion, invoke suspension under Rule 7.1 (c) and (d).

13. VARIATION OF THE CLUB RULES

13.1. These Rules may be varied with the consent of the Club and with the approval of a resolution passed by the approval of at least two thirds of the votes cast at a general meeting of the Club Members at which not less than 3% of the members are present in person or by proxy.

14. MEETINGS OF CLUB MEMBERS

14.1. Subject to these Rules general meetings of Club Members shall be convened and conducted (mutatis mutandis) in accordance with the Articles of Association of the Club and all business shall be deemed to be special business other than business specified in article 16.

15. MISCELLANEOUS

15.1. These Rules shall be construed in accordance with Manx law and you and the Club submit to the jurisdiction of the Manx Courts.

15.2. If you are joint members your liability under these Rules is joint and several.

15.3. Clause headings are for ease of reference only and shall not have legal effect.

15.4. Notices and demands under these Rules may be served on you in accordance with the Articles of Association of the Club.

15.5. References to any gender include a reference to any other gender, and references to the singular include a reference to the plural and vice versa.

16. DEFINITIONS

In this agreement, save where the context otherwise requires:

“the Club Facilities” means the clubhouse, the golfing rights and other facilities forming part of the Development or otherwise vested in the Club from time to time;

“Club Members” means the Club Members from time to time of Four Seasons Country Club Limited;

“the Development” means the buildings and other facilities from time to time on the land occupied by the Club;

“Form of Nomination” means the form of nomination as set out in Appendix II or in such other form as the Club may determine;

“guests” means any person permitted by a Club Member to occupy his dwelling and/or use the Club Facilities (this includes guests invited through an exchange system);

“Club Certificate” means a certificate as set out in Appendix I, or in such other form as the Club may determine;

“Regulations” means the regulations made under Rule 3;

“rights of occupation” means the right to occupy your dwelling and to use the Club Facilities for the week mentioned in your Club Certificate, subject to the Club Rules.

APPENDIX I

CERTIFICATE No.



Changeover

Four Seasons
Country Club

QUINTA DO LAGO
★★★★

Club Certificate

FOUR SEASONS COUNTRY CLUB LIMITED
hereby certifies that

is/are a Club Member of Four Seasons Country Club Limited and subject to the Club Rules and Regulations has an exclusive right to occupy:—

Dwelling Week

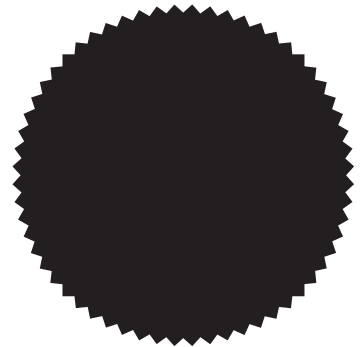
Maximum number of occupants permitted

Normal date of payment of management charge: 15th January of the applicable year.

Given under the common seal of
Four Seasons Country Club Limited

this day of 20

DIRECTOR



SECRETARY

APPENDIX II

Form of Nomination (Block Capitals or type please)

(To be sent to Four Seasons Country Club Limited unless otherwise notified)

Dwelling _____ Week _____

Declaration by present Club Member(s)

- (a) I/We the undersigned hereby nominate the applicant(s) (if not already a Member(s)), whose names are entered on page 2 of this form, as a Club Member(s) of Four Seasons Country Club Limited and I/we agree that unless I/we hold another Club Certificate I/we shall cease to be Club Member(s) of Four Seasons Country Club Limited upon the applicant(s) name(s) being entered in the register of members of Four Seasons Country Club Limited.
- (b) In consideration of the Club accepting the applicant(s) I/we give up my/our rights under the Club Rules in respect of the above week and dwelling.

Details of present Club Member and present Joint Club Member(s) (if applicable)

Name(s) of present Club Member

Name(s) of present joint Club Member (if applicable)

Address of first named present Club Member

Address of present joint Club Member

SIGNED AND SEALED _____ Seal

SIGNED AND SEALED _____ Seal

Date _____ by the present Club Member
in the presence of:-

Date _____ by the present joint Club Member
in the presence of:-

Signature of witness _____

Signature of witness _____

Name and address of witness (block capitals):-

Name and address of witness (block capitals):-

Occupation _____

Occupation _____

Name(s) of present joint Club Member (if applicable)

Name(s) of present joint Club Member (if applicable)

Address of present joint Club Member

Address of present joint Club Member

SIGNED AND SEALED _____ Seal

SIGNED AND SEALED _____ Seal

Date _____ by the present joint Club Member
in the presence of:-

Date _____ by the present joint Club Member
in the presence of:-

Signature of witness _____

Signature of witness _____

Name and address of witness (block capitals):-

Name and address of witness (block capitals):-

Occupation _____

Occupation _____

Name(s) of present joint Club Member (if applicable)

Name(s) of present joint Club Member (if applicable)

Address of present joint Club Member

Address of present joint Club Member

SIGNED AND SEALED _____ Seal

SIGNED AND SEALED _____ Seal

Date _____ by the present joint Club Member
in the presence of:-

Date _____ by the present joint Club Member
in the presence of:-

Signature of witness _____

Signature of witness _____

Name and address of witness (block capitals):-

Name and address of witness (block capitals):-

Occupation _____

Occupation _____

APPENDIX II

Form of Nomination (continued)

Declaration by Applicant(s):-

- (a) I/We the undersigned hereby apply to become a Club Member(s) of Four Seasons Country Club Limited (if not already a Member(s)) subject to its Memorandum and Articles of Association.
- (b) I/We agree to be bound by the Club Rules (if accepted as a Club Member).

Details of Applicant(s)

Full name of applicant

(Title) _____ (Surname) _____

(Forenames) _____

Occupation _____

Address _____

Telephone Home _____ Business _____

Nationality _____

SIGNED AND SEALED _____ Seal

Date _____ by the applicant
in the presence of:-

Signature of witness _____

Name and address of witness (block capitals):-

Occupation _____

Full name of joint applicant (if applicable)

(Title) _____ (Surname) _____

(Forenames) _____

Occupation _____

Address _____

Telephone Home _____ Business _____

Nationality _____

SIGNED AND SEALED _____ Seal

Date _____ by the joint applicant
in the presence of:-

Signature of witness _____

Name and address of witness (block capitals):-

Occupation _____

For additional joint applicants (a maximum of six names in total can be shown on the membership certificate), please supply details of joint applicant(s) as above on a separate sheet and append it to this form.

Declaration by the Club

Four Seasons Country Club Limited ("the Club") hereby confirms:-

- (a) the present Club Member(s) has/have ceased to be a Club Member(s) of the Club (if applicable);
- (b) the applicant(s) has/have been accepted by the Club as Club Member(s) of the Club (if applicable);
- (c) the Club is bound to the applicant(s) under the Club Rules;
- (d) the present Club Member(s) shall be discharged from all liability under the Club Rules in relation to the above week and dwelling.

Signed for Four Seasons Country Club Limited _____ Date _____

Full name of joint applicant (if applicable)

(Title) _____ (Surname) _____

(Forenames) _____

Occupation _____

Address _____

Telephone Home _____ Business _____

Nationality _____

SIGNED AND SEALED _____ Seal

Date _____ by the joint applicant
in the presence of:-

Signature of witness _____

Name and address of witness (block capitals):-

Occupation _____

Full name of joint applicant (if applicable)

(Title) _____ (Surname) _____

(Forenames) _____

Occupation _____

Address _____

Telephone Home _____ Business _____

Nationality _____

SIGNED AND SEALED _____ Seal

Date _____ by the joint applicant
in the presence of:-

Signature of witness _____

Name and address of witness (block capitals):-

Occupation _____

APPENDIX III

Regulations (See Rule 3)

1. Club Members and their guests shall not use any dwelling:–
 - a. for any purpose whatsoever other than as a private holiday home;
 - b. for any purpose or in any manner which shall be a nuisance to or cause annoyance to other Club Members or their guests or any owner or occupier of adjoining land;
 - c. for any illegal or immoral purpose whatsoever.
2. No dwelling shall be occupied by more than the permitted number of persons.
3. No windows belonging to any dwelling shall be stopped-up, darkened or obstructed otherwise than by use of the curtain material or internal blinds provided by the Club and no washing, clothes or other articles shall be hung or exposed anywhere outside any dwelling or in any position visible from outside the building of which any dwelling forms part.
4. No dirt, rubbish, rags, oil or any deleterious material or other refuse shall be thrown into the sinks, baths, lavatories and conduits of any dwelling.
5. When using the television, or any sources of music, the volume should be controlled with due consideration to not disturb neighbours on either side or above or below the dwelling you occupy. No music or singing whether by instrument, voice, radio, music player or television should be audible outside any dwelling between the hours of 22.00 and 09.00.
6. When using the terrace area late at night guests should be aware that sound carries further at night and moderate volume accordingly.
7. When inside the villa or apartment care should be taken to avoid noise of any kind. High heels or shoes with hard heels or soles should not be worn indoors. Care should be taken when moving chairs etc.
8. Washing machines and/or tumble dryers should not be used between the hours of 22.00 and 09.00.
9. No animal or bird shall be brought upon the club premises or kept in any dwelling.
10. Club Members and their guests shall comply with all arrangements from time to time made by the Club in relation to the disposal of refuse from any dwelling and shall not shake, beat, permit to be shaken or beaten any carpets, dusters or other objects from the windows or doors of any dwelling and at no time shall throw dirt, rubbish, rags, food or any other material or substance whatsoever out of the windows or doors of any dwelling.
11. Club Members and their guests shall not store or allow to remain in any dwelling any inflammable or explosive substance.
12. Motor vehicles are to be restricted exclusively to roads (other than pedestrian roads) and parking restricted to parking areas. Vehicles may not be covered by sheets, awnings or other material.
13. No repairing, servicing or washing of vehicles is permitted.
14. Only motor cars, quiet motor cycles and golf buggies are permitted on the Club's property. In particular no campers, buses, trailer, boats, caravans or the like are permitted.

Exchange Organization

Interval International

Four Seasons Country Club Limited ("the Club") has an agreement with Interval International Inc. ("Interval") of Miami, Florida, USA, wherein Interval provides members of the Club with an exchange programme with other resorts affiliated to Interval.

Interval is an independently owned and operated service company. The Club is not an agent for Interval and cannot make any representations or promises concerning Interval's current or future services which are limited to the information in the current materials supplied by Interval itself.

Memorandum of Association and Articles of Association are available on the club's website (member section).

