

**The Rules and Regulations set out below represent the constitution and basis of operation of Finns Bali as well as the basis of the contractual relationship between Members and the Operator.**

## **PREAMBULE AND DEFINITIONS**

In these Rules & Regulations, unless the context otherwise provides or requires :

“Academy(ies)” means sports and recreation academies established within the Finns Recreation Centre for the purposes of providing specific and organized training, coaching and playing sports and activities for Children;

“BMI” means PT Bali Mitra International, a foreign joint venture company (PMA) in Indonesia licensed by the Indonesian authorities to own and operate Finns Bali;

“Social + Social Plus Membership” means the daily, weekly, monthly, quarterly and annual access passes, paid upfront at the time of registration, and giving the holder access to the Finns Bali facility for the duration stated in his/her membership;

“Finns Bali” means the membership scheme own and operated by BMI providing benefits, privileges and services afforded under the membership scheme of Finns Bali;

“Child/Children“ means a dependent(s) of a Member who is older than 3 years of age but has not yet reached 18 years of age;

“Finns Bali Facility” means the physical property facilities and equipment owned or rented by BMI and located at Banjar Tegal Gundul, Jalan Pantai Berawa, Canggu, North Kuta, Bali, and/or the benefits and privileges provided by Finns Bali from time to time including the Finns Bali Rights;

“Finns Beach Club” means the Beach Club located on Jalan Pantai Berawa, Canggu, North Kuta;

“Finns Recreation Club” means the Sports & Recreation Club located on Jalan Pantai Berawa, Canggu, North Kuta;

“Finns Bali Venues” refers to the Finns Beach Club and Finns Recreation Club;

“Finns Bali Guest” means a non-contractor/supplier individual, not being a Member Guest, who is authorized to enter and/or use the Finns Bali Facility at the discretion of Management and attend events and activities organized by Finns Bali;

“Finns Bali Manager” means an individual appointed by Finns Bali to act as general manager of the operations of Finns Bali and the Finns Bali Facility;

“Finns Bali Rights” means the rights of Members to use the benefits and privileges afforded to Members by the Club from time to time;

“Finns Bali Rules” means the Rules and Regulations and House Rules pertaining to Membership of Finns Bali, as set out below and as may from time to time be altered, revoked or added to pursuant to the Finns Bali Rules;

“Clubhouse” means the clubhouse located within the Finns Bali Facility;

“Day Pass” means a General Admission ticket giving the bearer the right to use Finns Bali facilities for one single day, yet may be upgraded before its expiry to a Membership;

“Domestic Employee” means an individual in the direct employment at the usual residence of an Individual Member, Family Member or Corporate Nominee;

“Due Date” means, as relates to a Quarterly Statement, the last working day of the month in which each Quarterly Statement is issued;

“Effective Date” means in relation to the resignation of a Member the date of resignation as set out in the Member’s written notice of resignation;

“Family” means a Member and his/her Partner, and up to 2 Children (under 18 years old) of the Member and his/her Partner; the definition of “Family” shall also include all families of Member Guests, Finns Bali Guests, Villa Guests and Visitors;

“Gold Member” means the owner of a Gold Membership as registered in the Finns Bali’s Membership roster;

“Gold Membership” means the ownership of rights by an individual and his/her Family holding a Membership account at the Finns Bali, who pays the Membership Joining Fee and Membership Dues in exchange for Finns Bali Rights for a pre-determined period of time;

“House Rules” means the House Rules of Finns Bali from time to time;

“Indonesia” means the Republic of Indonesia;

“Manager” or “Management” means the Finns Bali Manager and/or any organization appointed by the Operator to carry out the functions of the Finns Bali Manager;

“Member” means an owner of Finns Bali Rights under any category of Membership of Finns Bali, and where the context permits, an individual and his/her Family holding a Membership account at the Finns Bali, who pays the

Membership Joining Fee and Membership Dues in exchange for Finns Bali Rights for a pre-determined period of time;

“Member Guest” means an individual who is specifically invited to enter and/or use the Finns Bali Facility and signed in by a Member in accordance with the Rules and Regulations;

“Membership” means ownership of Finns Bali Rights incorporated in each Member’s category of Membership of the Finns Bali;

“Member Services” means the team, under the direction of the Member Services Manager, located in the Lobby of the Finns Recreation Centre;

“Membership Dues” means Membership subscriptions or dues payable to Finns Bali by Members for access to the facilities of Finns Bali and validation of ongoing Membership;

“Membership Joining Fee” means the non-refundable fee paid for any category of membership at Finns Bali;

“Quarterly Statement” means a statement of account issued in each quarter of all the Membership Dues and any other charges for which a Member is liable to the Operator;

“Operator” means PT Bali Mitra International or its nominee;

“Partner” means a legal spouse or partner of a Member residing at the same address as such Member, or as otherwise defined in the Rules and Regulations;

“Platinum Member” means the owner and nominees of a Platinum Membership as registered in Finns Bali’s Membership roster, and may include villa, resort or business owners, their nominees or guests;

“Platinum Membership” means the ownership of rights by the owner (and his/her guests) of a specified villa- or resort property or business who holds a Membership account at Finns Bali, who pays the Membership Joining Fee and Membership Dues in exchange for Finns Bali Rights for a pre-determined period of time;

“Spouse” means, except when specified otherwise, a legal husband or wife and/or a partner residing at the same address as a Member and enjoying materially the same rights as those of a legal spouse. The Operator’s opinion will be final as to whether a proposed existing partner of a Member meets the criteria of a “partner” for the purposes of this definition. In exceptional cases, the Operator may interpret the meaning of Spouse as he sees fit;

“Staff” means staff of Finns Bali and the Finns Recreation Club and Finns Beach Club including Management and independent contractors;

“Visitor” means a non-contractor/supplier individual, not being a Member Guest or Finns Bali Guest, who is authorized to enter and/or use the Finns Bali Facility at the discretion of Management to attend an event or activity organized by Finns Bali;

## **RULES & REGULATIONS**

### **1. RIGHTS OF MEMBERS**

#### **1.1 Constitution**

Finns Bali is constituted as a privately-owned Sports & Recreation Club and Beach Club comprising the Membership Scheme under which Members hold some Finns Bali Rights.

#### **1.2 Membership Scheme (“MS”)**

The Membership Scheme shall be under the ownership and control of the Operator. The contractual rights of Members are established solely with the Operator who shall grant Finns Bali Rights to Members.

#### **1.3 Name of the Club**

The Finns Bali Recreation Club and Finns Bali Beach Club shall be known as “Finns Bali” or any other name that the Operator may chose to apply at a later stage.

#### **1.4 Rights of Membership**

a) Finns Bali shall grant Finns Bali Rights to Members, including access to the Finns Bali Facility, in accordance with these Rules & Regulations.

b) Membership does not confer upon a Member any ownership, interest, right, benefit or title to or in any of the Facility or assets of the Proprietor.

c) No Member shall, by virtue of his/her Membership only, assume any liability of the Proprietor whether in respect of its property or assets.

d) Membership is restricted to ownership of Finns Bali Rights until 9 November 2029, or for a maximum duration of 10 years for any membership purchased, sold or transferred after 1 October 2013.

#### **1.5 Amendments to the Rules & Regulations**

The Rules & Regulations have been drawn up in the first instance by the Operator to provide a framework within which the MS shall operate and the character and operation of Finns Bali shall develop from inception.

The Rules and Regulations are intended to protect the rights of all parties, and to ensure that Members are able to enjoy Finns Bali and derive value from their Membership.

The Rules & Regulations shall be varied, altered or amended only by the Operator.

## **2. FINNS BALI MEMBERSHIP**

### **2.1 Eligibility**

Members are those individuals who have reached the age of 18 years or those partnerships, bodies corporate or unincorporated, which have applied for Membership.

### **2.2 Allocation and Transfer of Finns Bali Rights**

A Member shall be entitled to enter and/or use the Finns Bali Facility subject to the Rules & Regulations.

Finns Bali Rights are personal to a Member and are transferable only in accordance with the Rules and Regulations.

### **2.3 Classification of Members**

The Operator may determine Membership categories as it deems fit and proper, and as of May 2014 were as follows:

#### **2.3.1 Membership**

##### **2.3.1.1 Platinum Membership**

Platinum Members are natural persons, companies, corporations or bona fide legal entities who own either a villa, a resort or a business in Indonesia, and who have assigned all or part of their Finns Bali Rights to their guests or nominees. Validity of an ongoing Platinum Membership is dependent on the account remaining in good standing and Membership Dues being current. Joining Fees are reflective of the requested number of membership cards.

##### **2.3.1.2 Gold Membership**

Gold Members, both Families and Individuals, are natural persons who have been admitted to Finns Bali as Members. The joining fee and monthly dues for Families are based on the number of adults and children in the family, while an Individual will pay a single Adult's joining fee and monthly dues, as determined from time to time by the Operator; a Child can only obtain a Membership when associated with an Adult who joins too. Members will continue to benefit from Finns Bali Rights provided that their accounts remains in good standing and Membership Dues are current.

#### **2.3.2 Day Passes and Social & Social Plus Membership**

##### **2.3.2.1 Day Passes**

Day Passes give the bearers admission to all the listed Finns Bali facilities for one day, during its published opening hours, yet without offering any Finns Bali Rights and/or additional benefits.

##### **2.3.2.2 Social & Social Plus Membership**

Access to Finns Bali facilities may also be obtained by way of Social and/or Social Plus Membership, either Weekly, Monthly, Quarterly or Annual Passes that do not incur monthly dues but must be paid in full upfront, do not include the option of guest passes, are non-transferrable and cannot be put on hold or converted to an Absentee Membership. Social Memberships can be upgraded to a higher category, whether for a longer term or for a Gold or Platinum Membership, as long as they haven't expired.

##### **2.3.2.3 Junior Sports Academy ("JSA") and Sports Club members**

Participants to one of the JSA's after-school sports programmes who are not Finns Bali Members will receive a JSA Membership card that will allow them to access the Finns Recreation Centre on days and at times as scheduled for their training, but are not able to enter Finns Bali outside those days and training times.

Participants to weekly training sessions organized on Finns Bali's sports field by outside associations (including but not limited to Rugby & AFL) will also receive a membership card allowing them to enter the Finns Recreation Club on specific days after 5 pm for the sole purpose of attending the planned training session. Those cards will be issued by the Operator upon receipt of the agreed fees set by the Operator from time to time and a list of the participants, for a specified duration as per the terms of the agreement with the association.

##### **2.3.2.4 "Nanny" Card**

The Indonesian nanny of the holder of a Gold Membership with children under 13 years of age will receive a free, i.e. without the payment of a joining fee and monthly dues, "Nanny Card" allowing her to access the Finns Recreation Club at any time. This card is strictly personal and non-transferable, will only be given to one local pembantu/nanny and must be returned to Finns Bali once the youngest child

of the Gold Member has reached the age of 13 years. The Gold Member must inform Finns Bali of any change of pembantu/nanny and return the membership card immediately; any new pembantu/nanny who requires a membership card will first need to be registered at Member Services before being allowed to make use of this privilege.

### 2.3.3 Operator's Privilege

The Operator may extend Finns Bali Rights to distinguished visitors ("Honorary Members") and guests for such period as he/she deems appropriate and in the interest of Finns Bali.

The Operator may itself either withdraw any Memberships and/or General Admission options, or introduce additional categories of Membership from time to time, and determine the maximum number of Members in each category and the terms and conditions applicable thereto.

The opinion of the Operator shall be final in respect of the interpretation of the meaning of "good standing" with reference to the provisions of the Rules & Regulations.

### 2.4 Application for Membership

An application for Membership, whether this be for issuance of a new Membership or for transfer of an existing Membership, shall be made by way of application to join the MS. By signing the Membership application form, which contains details of residential address, and upon acceptance of such application by the Operator, a prospective Member shall be deemed to have read and accepted these Rules & Regulations, and the ensuing Membership shall constitute a binding contract between the prospective Member on the one part, and the Operator on the other part.

A prospective transferee of an existing Membership shall be subject to the approval of the Operator prior to sale of such Membership being completed.

### 2.5 Acceptance of Membership

Each applicant who has been accepted for a new Membership shall pay a one-off Joining Fee of an amount applicable to the relevant category of Membership, to become a Member with effect from such date as Finns Bali shall specify, and shall be bound by the Rules & Regulations. The Joining Fee shall be payable by each applicable Member to the Operator. The Joining Fee, or any portion thereof, is non-refundable.

Any applicant who has paid the applicable fees and Membership Dues shall become a Member with effect from such date as Finns Bali shall specify, and shall be bound by these Rules and Regulations.

The Operator may waive compliance by an applicant of any of the conditions to Membership application as stated herein.

### 2.6 Individual Membership Upgrade

A Gold Individual Membership may be changed to a Gold Family Membership upon application to Finns Bali. The amount payable by an Individual Member for such upgrade will be the difference between the Gold Individual's and Gold Family's Joining Fees prevailing at the time of the upgrade, or a fee as determined by the Operator in the event that one or both of such Membership categories are closed.

### 2.7 Resignation of Membership

A Member may resign from Finns Bali by giving not less than 30 days' advance notice in writing by registered post to Finns Bali. The Member shall cease to be a Member as of the Effective Date, subject to payment by such Member of all Membership Dues and other fees and charges due up to the Effective Date, and the return of his/her Membership card(s) to Finns Bali. Upon ceasing to be a Member, a Member shall no longer hold Finns Bali Rights nor have access to Finns Bali. No refund of the Membership Joining Fee or Membership Dues will be made on resignation of Membership under any circumstances.

### 2.8 Termination of Membership

A Member shall forthwith cease to be a Member if such Member is adjudicated bankrupt by any court of jurisdiction subject to the right of transfer of Membership upon payment of the required transfer fee.

Upon ceasing to be a Member, such Member and any Nominee or Family member attached to such Membership shall no longer be entitled to Finns Bali Rights.

### 2.9 Fees and Membership Dues

Members shall pay Membership Dues to Finns Bali in accordance with their category of Membership, in such amount and such intervals as shall be determined by the Operator. Membership Dues are payable by each applicable Member to the Operator, notwithstanding his/her absence, non-enjoyment of the Finns Bali Facility and/or suspension of Membership, unless the Membership has been put on hold ("freezing") as per the procedure stated in article 2.14 of these Rules and Regulations. The Operator has the right to impose, reduce or vary Membership Dues and all and any joining, registration, transfer, subscription and other fees and charges at Finns Bali. Unpaid dues for more than 6 consecutive months will result in that Membership being terminated.

## 2.10 Transfer or Sale of Membership

### 2.10.1 Transfer Date and Fees

Unless specifically notified by Finns Bali at the time of acceptance, all categories of Membership may be transferred by way of sale or donation. A transfer fee of 15% of Finns Bali's Joining Fee for the relevant category prevailing at the time of transfer will be payable to the Operator before the transfer is valid. If the Membership category that is to be transferred and/or the benefits contained therein have changed, the operator has the right to update that Membership and/or have its conditions and benefits adjusted to a category valid at the time of the transfer before the transferred Membership becomes applicable.

Any existing membership being transferred to a new member or any new membership issued by Finns Bali after 1 October 2013 shall be for a maximum duration of 10 (ten) years, whatever the original duration of that Membership might have been.

### 2.10.2 Finns Bali's Right of Pre-Emption

An application from a prospective transferee of Membership shall be countersigned by the prospective transferor Member and clearly state the prospective sale price, whereupon Finns Bali is entitled to deem the offer of sale of such Membership to be binding at the stated price, and Finns Bali may itself determine to acquire the Membership, whereupon it will pay to the selling Member the stated price less any transfer fees stated in paragraph 2.10.1 above and any other amounts owed to Finns Bali by the transferor.

### 2.10.3 Completion of Transfer

Completion of a transfer of Membership shall take place on such date after acceptance as determined by the Operator, save that no completion of transfer may take place until the prospective transferor Member, or the transferee if specifically agreed upon, has paid any outstanding amounts due from him/her to Finns Bali. Upon completion, the transferor Member shall be deemed to have resigned as a Member of Finns Bali and can no longer enjoy Access Rights to Finns Bali unless as an accompanied Member Guest.

### 2.10.4 Transfer to Immediate Family

A Gold Individual or Family Member who wishes to transfer his/her membership to an individual who is a bona fide member of his/her Family may do so at any time subject to the Operator's standing right to approve new Members and payment of an administrative fee to be determined by the Operator from time to time.

### 2.10.5 Change in Spouse or Partner

In relation to a Membership which includes a Family, a Member shall notify Finns Bali in the event that there is a change in his/her personal circumstances which involves a registered Spouse/Partner ceasing to hold that status. Similarly, the Member should notify Finns Bali if he/she wishes to include a new Spouse / Partner under his/her Membership. Under the definition of "Spouse" and "Partner" in the Rules & Regulations, the status of such is intended to be long-term in relation to a Member's right to include his/her Family under his/her Membership, and frequent changes of status will be subject to approval by the Operator and may result in a Member being referred to the Operator if it considers that a Member may be breaching either the letter or spirit of this provision. Each change in Partner/Spouse under a Membership may be subject to a charge as shall be determined by the Operator.

## 2.11 Platinum Membership

### 2.11.1 Platinum (corporate) Membership

#### 2.11.1.1 Number of Platinum (corporate) Nominees

A Platinum (corporate) Member, upon payment of the matching Joining Fee, can nominate up to 20 beneficiaries, who will each receive a personalized Finns Bali Membership card that is non-transferable and will require them to obtain their own membership card and their photo taken for identification purposes.

A Platinum (corporate) Member is obliged to inform Finns Bali as soon as an existing Nominee is no longer part of his company. Such Nominee will cease immediately to be a Finns Bali Member, all his/her rights will be terminated and his membership card will need to be returned and invalidated.

#### 2.11.1.2 Additional Platinum Nominees

Subject to the maximum limit of Corporate Nominees set by the Operator, and taking into consideration the number of Nominees agreed upon at the time of application, corporate nominees can be added by a Platinum Member when approved by Finns Bali and the additional Joining Fee, as determined by the Operator from time to time, has been paid and the monthly dues are increased accordingly.

A Platinum (corporate) Member may from time to time apply to Finns Bali to make a change to a Corporate Nominee at no cost, subject to conditions as Finns Bali may from time to time specify.



### 2.11.1.3 Membership Dues of Platinum (Corporate) Nominees

Each Corporate Nominee is subject to the Rules & Regulations and will hold a Membership account at Finns Bali to which all fees, dues and charges will be debited. A Platinum (Corporate) Member and each of its Corporate Nominee shall be jointly and severally liable to Finns Bali for debts to Finns Bali incurred by the Corporate Nominee including payment of Membership Dues.

### 2.11.2 Platinum (villa) Membership

#### 2.11.2.1 Number of Platinum cards

Each Platinum (Villa) Membership shall be allocated a number of transferable Membership Cards as agreed upon at the time of Membership Acceptance and determined by the type of Platinum Membership that has been purchased. A Platinum (villa) Member can, upon payment of the matching Joining Fee and acceptance of the amount of the monthly Dues, obtain up to 20 transferable membership cards. Any request for more than 20 membership cards will require the purchase of an additional Platinum Membership based on the number of the requested number of additional membership cards, up to another 20 cards. In any case whereby a Platinum (villa) Member has upon joining Finns Bali obtained less than 20 membership cards, and wishes at a later date to apply for additional membership cards, (s)he will need to pay the difference in Joining Fee and the increased monthly dues starting on the day of the issue of any additional cards, charged pro rata if necessary.

Platinum Membership card holders who wish to invite guests to Finns Bali must either use one of their transferable membership cards or purchase a day pass for each guest.

#### 2.11.2.2 Downsizing of Membership

The holder of a Platinum Membership whose Membership no longer matches his/her personal situation can request that his/her Membership is downgraded to the Gold or Platinum Membership that reflects his/her actual situation and pay the reduced matching monthly dues. However should (s)he decide to sell or transfer his/her Membership, (s)he will be allowed to sell/transfer it as the original Membership (s) he purchased when joining Finns Bali provided that there is sufficient evidence of that original Membership and/or its downgrading.

### 2.12 Gold Membership

#### 2.12.1 Children in Gold Membership

Children who have reached the age of 18 years will no longer be considered as children; although they won't need to apply for a new Individual Membership, they will be required to be registered as Adult nominees under the existing Gold Membership, and pay the monthly dues applicable to Adults.

#### 2.12.2 Change of membership status after divorce or separation

Holders of a Gold Membership who separate, divorce or decide not to remain with their partner or spouse, yet cannot agree with his/her partner on how to allocate the existing membership, will each be offered a temporary Individual Membership that is not transferable nor saleable and will incur the usual monthly dues, until such time they decide to whom the registered Gold Membership will be allocated, at which point the original Membership will be reinstated under the name of the chosen Member.

#### 2.12.3 Conversion to Absentee Membership

Any holder of a Gold Individual or Family Membership whose account is in good standing and his/her Membership Dues are current is allowed to put his/her account on hold, either casually ("Casual freeze") for minimum 1 month at a time and up to 3 months a year at no cost after giving 30 days notice in writing to the Membership Department, or for a year or more ("Full freeze") by requesting the freeze in writing and paying in advance an annual holding fee set by the operator, based on the number of children and/or adults the freeze is requested for. In order to unfreeze and reactivate such account, any dues applicable for the remainder of the quarter wherein the account gets reactivated must first be paid for.

#### 2.12.4 Upgrade to Platinum Membership

The holder of a Gold Membership whose Membership no longer matches his/her personal situation can request that his/her Membership is upgraded to a Platinum Membership that reflects his/her actual situation and upon approval pay the difference in Joining Fee as well as the matching increased monthly dues, upon which (s)he will be issued with new, transferable membership cards. Should (s)he decide at a later date to sell or transfer his/her Membership, (s)he will be allowed to sell/transfer it as the upgraded Platinum Membership.

### 2.13 Membership Cards

All membership cards must be presented by its holder when accessing Finns Bali or using its facilities whenever such presentation is required.

Gold Membership cards are non-transferable. Members and any family members who have reached 10 years of age must carry with them their Membership card at all times. Finns Bali will not carry out services

without presentation of a valid Membership card, and staff may request to see a valid Membership card at any time.

Platinum Membership cards are transferable, and any new member must register at Finns Bali's Member Services and have their photo taken for identification purposes before their first entry. However Platinum Membership cards are not transferable twice on the same day. Finns Bali will issue a Membership card to a Child once he/she has reached 10 years of age, at which time the Child may enter Finns Bali unaccompanied.

Members are requested to notify Management in the event of loss of their Membership cards; replacement cards are subject to a replacement fee set from time to time by the Operator.

## 2.14 Death of a Member

The following actions shall occur in the event of the death of a Member:

### 2.14.1 Gold Individual Member

In relation to an Individual Member, the Membership shall revert immediately to Finns Bali in trust until such time as a bona fide heir presents evidence to Finns Bali in the form of written probate which in the opinion of the Operator demonstrates that legal ownership has passed by way of inheritance to that heir, at which time the heir will be granted three months to pay to Finns Bali any debts owed by the deceased including any accrued Membership Dues before or subsequent to the date of death. Upon payment in full of such debt, Membership will be transferred by Finns Bali to the heir who will then be subject to the Rules & Regulations as a Member. If no heir presents himself with evidence of probate within two years, Finns Bali shall be entitled to cancel the Membership of the deceased without compensation.

### 2.14.2 Gold Family Member

In relation to a Family Member, Finns Bali will transfer the underlying Family Membership to the Spouse (if any) of the Family Member provided such Spouse in the opinion of the Operator is recognized as such by laws relevant to probate of the deceased Member, and a request for transfer is received by Finns Bali from the Spouse within two years of the date of death. In order to activate the transfer, the Spouse shall pay to Finns Bali any debts owed to Finns Bali by the deceased and his/her Family prior to death and any Membership Dues accrued subsequent to death. Pending receipt of a request for a transfer of ownership by the Spouse, all Finns Bali Rights relating to the Family Membership of the deceased shall be suspended. In the event that there is a subsequent dispute over inheritance of the Family Membership, and a third party presents in the opinion of the Operator valid evidence that he/she is the legal inheritor of the Membership, Finns Bali Rights of the aforementioned Spouse and his/her Family, shall be immediately terminated and the Family Membership transferred to the legal heir provided such person pays to Finns Bali any debts accrued to the underlying Family Membership as at the date of transfer including any accrued Membership Dues.

### 2.14.3 Platinum (villa) Member

In relation to a Platinum Member, Finns Bali will transfer the underlying Platinum Membership to the Spouse (if any) of the Platinum Member provided such spouse in the opinion of the Operator is recognized as such by laws relevant to probate of the deceased Member, and a request for transfer is received by Finns Bali from the Spouse within two years of the date of death. In order to activate the transfer, the Spouse shall pay to Finns Bali any debts owed to Finns Bali by the deceased prior to death and any Membership Dues accrued subsequent to death. Pending receipt of a request for a transfer of ownership by the Spouse, all Finns Bali Rights relating to the Platinum Membership of the deceased shall be suspended. In the event that there is a subsequent dispute over inheritance of the Platinum Membership, and a third party presents in the opinion of the Operator valid evidence that he/she is the legal inheritor of the Membership, Finns Bali Rights of the aforementioned Spouse shall be immediately terminated and the Platinum Membership transferred to the legal heir provided such person pays to Finns Bali any debts accrued to the underlying Platinum Membership as at the date of transfer including any accrued Membership Dues.

## 2.15 Member's Personal Details

Members are required to notify Finns Bali of all relevant changes that are recorded in the application process, including changes to their contact details and changes to residency status.

### **3. MEMBER GUESTS**

#### **3.1 Requirement to Accompany and Responsibility for Guests**

All adult Gold Members are entitled to invite Member Guests to Finns Bali provided that they are accompanied at all times by the introducing Member and such Member is in good standing. The Member extending the invitation to his/her Member Guests shall be responsible for their good behavior and the cost of services rendered to them by Finns Bali. Refusal to assume responsibility shall subject the Member to suspension.

#### **3.2 Registration**

All Member Guests are required to be registered at Reception in the presence of the introducing Member or his/her family (where applicable) prior to accessing the Finns Bali Facility.

#### **3.3 Limitation on Guests**

There is a limit of 6 (six) Guest Passes (for an Individual adult Member) or 12 Guest Passes (for a Family) per quarter that may be given out by a Gold Member, although this limit may be varied at the discretion of the Operator or Management. The Operator may vary the rights to and frequency of admission of Member Guests and restrict them from all or any of the Finns Bali Facility or other areas at such times as it deems fit in order to protect the enjoyment of Members.

Those passes, recorded in the Membership database of Finns Bali, must be obtained from the Member Services desk by the Member in person; any request by email, by phone or in writing to issue one or more guest passes to a Member's guest will not be accepted by the Operator, except in exceptional circumstances where the Operator may choose to use its discretion. Once all six guest passes have been used up in a given quarter, the Member who wishes to bring more guests to Finns Bali will need to purchase for his/her guest(s) Day Pass(es) at the price applicable on that day. Unused guest passes cannot be rolled over to the next quarter.

#### **3.4 Admission Charge**

There is no charge payable by a Member Guest for admission but usage of some areas of the Finns Bali Facility by a Member Guest will be subject to any prevailing charges as set by the Operator from time to time. Member Guests cannot enjoy the discounts and benefits given to the Gold Members.

#### **3.5 Application of Rules & Regulations**

All Rules & Regulations apply to Member Guests.

### **4. PAYMENT OF ACCOUNTS**

#### **4.1 Membership Joining Fees**

Joining Fees are payable upon application for and approval of Membership by the Operator represented by its Membership Director. Payments may be made by way of cash, credit card or by direct bank transfer in which case proof of transfer will need to be provided for easy reconciliation and before membership cards can be issued.

#### **4.2 Membership Dues**

Finns Bali shall from time to time notify each Member of the amount of, due date and manner in respect of which Membership Dues applicable to such Member are payable and any changes thereto.

With the exception of Social & Social Plus, each Member shall pay Membership Dues specified to be payable by such Member as published and/or invoiced by Finns Bali from time to time.

Membership Dues will be reviewed by the Operator on 1st July every year, and increase annually by an amount equal to at least the Indonesian CPI or 5 %, whichever is the highest. The Operator also has the right to increase Membership Dues with 1 (one) month notice should the Indonesian Rupiah (IDR) devalue against the USD by at least 10% over a period of no less than 3 (three) months.

Members are allowed to pay their Membership Dues in advance, for up to a maximum of 12 (twelve) consecutive months. Should any such Dues pre-payment cover one or more months beyond 1 July - when the annual Dues increase will apply- such amount will then be considered a credit balance and offset against the new increased Dues, as applicable after 1 July.

All Membership Dues and charges payable by a Member shall be independent and separate payments that may not be offset against any Joining Fee or other fee or charge payable to Finns Bali by such Member.

Each Member shall receive 15 (fifteen) days before the start of each quarter a three-monthly Statement from Finns Bali which will detail all payments received during the previous quarter and any new charges for the upcoming quarter. Unless specifically requested otherwise, those Statements will be remitted electronically and will be deemed to have been received by Members on the date of transmission. Membership Dues where applicable will be debited to Members' accounts quarterly in advance. Member will need to settle their dues in full by the 1st day of the quarter for which they have been charged; any failing in settling in a



timely manner will result in the Member being no longer allowed to enter Finns Bali until such time that the outstanding amount has been effectively received.

#### 4.3 Payment Procedures

Members shall settle their quarterly statements by bank transfer, cash or credit card payment. All statements will be denominated in Indonesian Rupiah and any services or fees charged in that same currency; Membership Dues however will be listed in USD (United States dollars) yet converted into Indonesian Rupiah at the prevailing rate applicable on the day of invoicing.

#### 4.4 Bank Transfer Charges

In all cases when payment is made by bank transfer, such transfer must be referenced with the Member's family name and membership number. When paying by bank transfer, Members must be aware that it may take several days before this payment is reconciled by Finns Bali's accounting department and allocated to their individual Membership Account. All amounts are due in full in Finns Bali's accounts with no deduction of bank charges. In the event that charges are levied by the Member's or Finns Bali's bankers, any shortfall will be reflected in the following Quarterly Statement of the applicable Member.

#### 4.5 Late Payment

An important element of Finns Bali's ability to maintain its financial integrity and operating efficiency for the benefit of all Members is prompt payment of outstanding amounts due to Finns Bali as shown in Quarterly Statements. In order to satisfy this criterion, the following provisions apply to late payment:

- a) For an account outstanding in part or whole beyond the Due Date, an immediate surcharge of 2% will automatically apply to the outstanding amount due from the relevant Member, and access will be suspended.
- b) For an account outstanding in part or whole between one and six calendar months after the Due Date, a further surcharge of 2% per month, or part thereof, will automatically apply to the amount due from the relevant Member
- c) For an account outstanding, in part or whole more than 6 months after the Due Date, the relevant Member will be struck from the Membership roster with no refund of the Joining Fee and Membership may, solely at the discretion of the Operator, only be reactivated by settling any outstanding dues and charges and pay a Reinstatement Fee equal to 15% of the price of the type of membership involved. Sanctions regarding Membership status are independent of Finns Bali's right to pursue action against current or previous Members for recovery of amounts due, even after membership is suspended or cancelled.

## 5. VIOLATIONS OF THE RULES AND REGULATIONS

#### 5.1 The Operator's right to suspend or expel

In the interests of Finns Bali and its Members, violation of the Rules & Regulations, or any other causes or acts of a Member, the Member's Family and Member Guests, which are prejudicial to Finns Bali, or are disorderly, injurious or repugnant to the interests and objectives of Finns Bali and/or its Members, may result in the offending Member or sponsoring Member being suspended or expelled from Finns Bali.

#### 5.2 Notice of Suspension

If it considers that a Member has carried out a gross violation of the Rules & Regulations, Finns Bali may temporarily suspend the Membership of the Member forthwith by sending by way of registered post or by email (if the residential address is unknown or incomplete) a written notice of suspension to such Member at the address of the Member registered with Finns Bali.

#### 5.3 Suspension or expulsion process

Suspension or expulsion of a Member is a measure of last resort and will only be contemplated in cases of gross violation of these Rules & Regulations which shall include the following actions:

- a) A Member conducts himself within the premises of Finns Bali in any way injurious to Finns Bali or contrary to the interests of Finns Bali or unbecoming of a Member of Finns Bali;
- b) A Member defaults in payment of his/her account under the circumstances detailed in paragraph 4.5.c above;
- c) A Member defaults consistently in punctual payment of his/her account;
- d) In the case of a Platinum Member, the owner of the Membership or persons employed by him/her willfully breach the Rules and Regulations relating to their Guests;

If the Resident Manager believes there is a case for suspending a Member or terminating a Membership for a violation of the Rules, he/she shall dispatch notice as set out in paragraph 5.2 above and inform the Operator who will meet with said Member within 14 days. The Member who is subject to potential sanction, which may include prolonged but temporary suspension or expulsion, may make representations to the Operator whose decision on the matter will be final. An expelled Member is forever disqualified from applying for any kind of Membership of Finns Bali or from being a guest or visitor at Finns Bali.

#### 5.4 Actions to be taken on suspension or expulsion

##### 5.4.1 Suspension

A suspended Member (and his/her Family in the case of a Gold Membership) is prohibited from entering Finns Bali or making use of the Finns Bali Facility or Finns Bali Rights, but remains liable for Membership Dues during the period of suspension. A Platinum (Corporate) Member may not transfer the membership of a corporate nominee during the period of a suspension of the latter.

##### 5.4.2 Expulsion

An expelled Member (and his/her Family in the case of a Gold Membership) is prohibited from entering Finns Bali or making use of the Finns Bali Facility or Finns Bali Rights. Ownership of the Membership of an expelled Member will immediately revert to Finns Bali which will hold same in trust pending sale by Finns Bali to a new Member at a price deemed to be reasonable in relation to the list price of new memberships. Upon sale, Finns Bali is entitled to deduct any monies due to Finns Bali from the expelled Member, including a transfer fee of 15% of that membership's current value plus any applicable taxes, and will then refund the remaining balance to the expelled Member. These provisions apply equally to expulsions of Platinum Members.

In the event of expulsion of a Corporate Nominee, the relevant Platinum (corporate) Member may immediately appoint another Corporate Nominee and shall remain liable for all dues and charges incurred through such re-nomination process.

### 6. MANAGEMENT & STAFF

#### 6.1 Appointment

The day to day operations of Finns Bali are performed by salaried managers and staff who report directly to the Finns Bali Manager. The Operator reserves the right to appoint a third party organization to act as Manager of Finns Bali upon such terms, conditions and payments as the Operator deems fit.

#### 6.2 Disciplining and complaints

Members may not confront or reprimand any staff. All complaints regarding any issue –including but not limited to membership, the condition & operation of the Finns Bali facility, staff, Club activities & events, or any other Finns Bali related matter shall be made in writing, signed and addressed to the Resident Manager. Issues relating directly to the Resident Manager shall be detailed in writing, signed, addressed to the Operator, and handed to Reception.

### 7. DISCLAIMER

Finns Bali and/or the Finns Recreation Club and/or the Finns Beach Club and/or the Operator and/or BMI shall not be responsible for any injury, death or illness or any loss or damage to property whatsoever/howsoever caused, sustained or incurred out of, or in any way connected with the use, whether proper or otherwise, of any of the Finns Bali Facility, whether defective or otherwise. Specifically, it is an ongoing condition of Membership that Members:

- a) understand that all sports and others recreational activities involve a certain amount of risk;
- b) assume and accept all risks related to participation by them and their families in activities organized by Finns Bali or undertaken in the Finns Bali Facility;
- c) grant permission to the Operator, Management, Staff and the Finns Bali to act on their behalf according to their best judgment in any emergency affecting themselves and their Families which may occur whilst they are attending activities organized by Finns Bali;
- d) authorize Finns Bali to arrange for them or their families to be administered such medical attention and to have them brought to a medical facility as deemed appropriate by Finns Bali;
- e) agree that all and any medical or hospitalization charges relating thereto will be entirely for their account and not be the responsibility of Finns Bali;
- f) specifically absolve Finns Bali of any and all responsibility for personal accidents, injuries or damages sustained by them and their Families whilst in the Finns Bali Facility or during their participation in activities organized by Finns Bali;
- g) release Finns Bali irrevocably from any and all personal and corporate liability claims;
- h) take out insurance cover deemed by them to cover activities to be carried out by Finns Bali in relation to them and their Families;
- i) acknowledge that Finns Bali is not obliged to and may not purchase insurance coverage in respect of personal accidents, injuries or damages sustained by them and their Families during activities supervised by Finns Bali or carried out in the Finns Bali Facility.

j) indemnify Finns Bali in full against all claims, losses, damages, costs and expenses which Finns Bali may suffer or incur as a result of or in connection with the breach by such Member, his Spouse (if any) or guests of any of these Rules and Regulations, or any applicable rules or regulations in use in any manner at Finns Bali, and each Member shall forthwith on demand pay in full to Finns Bali such claim, losses, damages, costs and expenses.

The Operator shall be solely responsible for any provision of finance to Finns Bali and for ensuring that at all times, Finns Bali complies with all statutes, rules, regulations and governmental and regulatory requirements applicable to the operation and business of Finns Bali