

CLUB-REGULATIONS

Effective from June 2018



KITZBUHEL
COUNTRY CLUB

Club Regulations (valid from 15 June 2018)

**of the “Kitzbühel Country Club”
as a part of the business operations of
Kitzbühel Country Club GmbH**

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I. GENERAL

1. The “Kitzbüchel Country Club” is part of the business operations of Kitzbüchel Country Club GmbH. The following Club Regulations are part of the general terms and conditions of Kitzbüchel Country Club GmbH. The name of the Club is “Kitzbüchel Country Club” (hereinafter referred to as the “Club”).
2. The address of the Club is Kitzbüheler Straße 53, 6370 Reith bei Kitzbüchel.
3. The Club is reserved exclusively for its members and their personal guests.
4. It is a traditional private members club. The present Regulations standardise membership of the Club and regulate Club life.
5. Membership does not confer to a member the right to a share of the Club’s assets.
6. The General Terms and Conditions for the Hotel Industry (AGBH), in the relevant version in force at the time, apply to accommodation in the Club.

II. PURPOSE

1. The Club is the meeting place and focal point of a global and internationally oriented circle of friends. It embodies a modern-alpine lifestyle, combines the local with the international, the rural with the urban. The themes of ‘Art & Nature’ (and their common ground) lie at the heart of the Club, which is intended as an extension of its members’ private space.
2. Its purpose is to establish, manage and maintain a place to accommodate and take care of members and their guests and to initiate and promote activities of a non-political, social, cultural, relaxing or sporting nature.
3. In keeping with the English club tradition, the Club offers its members a prestigious and discreet setting for social gatherings with

friends, a distinguished atmosphere for restful solitary moments as well as the opportunity to broaden their circle of friends.

4. The Club offers its members numerous day to day advantages as part of the annual programme and the services offered, organising a wide range of events, sporting activities and talks by experts in a variety of different fields. At the same time, Club members have access to exclusive areas such as an in-house restaurant, bar, wine-tasting room, salon, medical spa, wellness area and cigar lounge.
5. Additional facilities and services, such as the wellness and fitness area, indoor and outdoor events, special tours, shuttle services etc., are available to members and may be booked according to availability.

III. B O D I E S

1. The bodies of the Club are a “Club Committee” (hereinafter referred to as the “Committee”), the Management and a “Club Administrative Body” (hereinafter referred to as the “Club Administration”).
2. The Management is the management of Kitzbühel Country Club GmbH at the time.
3. The Committee is the decision-making body per se with regard to all matters of admission and shall meet for discussion as often as necessary. The Committee shall be appointed by Kitzbühel Country Club GmbH. The Committee shall consist of a minimum of four members, and shall elect a chair from among its members. The Committee decides with a simple majority. In the case of a tie, the chair has the deciding vote.
4. The Club Administration is the central point of contact for all Club members and the administrative body of the Club. The Club Administration shall be appointed by Kitzbühel Country Club GmbH.

IV. MEMBERSHIP

1. Membership of the Club is attained after undergoing the admission procedure described in section V.
2. Membership of the Club is personal and nontransferable.
3. Membership of the Club is open to those who are over 18 years of age.
4. Membership of the Club is only valid if it has been positively confirmed in an admission procedure. Close family members, such as children and partners, may be registered as “Family Members” for an additional fee, in which case the member – who has been confirmed by the admission procedure – vouches for those relatives.
5. There are different types of membership/members:
 - **Founder Membership:** A member whose membership of the Club is confirmed by the Committee before 01/12/2013 (i.e. the beginning of the 2014 Club year) is a Founder Member.
 - **Founders’ Circle Members:** Those who are upstanding members of the KCC on 30 June 2018 are Founder Circle Members, provided they continuously maintain said membership and pay the Club membership fee. In the case of a Company Membership, the Founders’ Circle Membership applies to one person who has been named by the holder of the Company Membership. Honorary Members, Partner Members, Premium Members and Temporary Members are not Founders’ Circle Members.
 - **Regular Membership:** A person who is accepted as a full member in the context of the Club rules as they may be at the time is a Regular Member. Regular Members may name their spouse or equivalent life partner as a second member on preferential terms.
 - **Company Membership:** Companies with a Company Membership name between one and a maximum of five individuals to be registered as representatives of the membership. Company Membership includes a consumption credit of 50% of the membership fee. Each registered representative of a membership may use the consumption credit unless otherwise specified in writing. The admission criteria

for the nominated individuals are the same as for a Regular Membership.

- **Temporary Membership:** A person who is suggested by the Club Administration for a member suite booking and confirmed by the Management receives a Temporary Membership. This form of membership is directed at people who are staying overnight in the “Kitzbühel Lodge” or, for an increased Temporary Member Rate, in a Club suite, exclusively for the purpose of accommodation and the accompanying gastronomical experience. Temporary Membership is valid only for the duration of the stay in the Club and does not include any additional Club services.
 - **Service Partner Membership:** The Management of the KCC may bestow Service Partner Membership to persons who frequently provide services for the KCC and whose presence is expedient for this purpose. The Management shall decide on the scope and cost of this Service Partner Membership on a case by case basis.
 - **Honorary Membership:** The Committee may bestow honorary membership on persons who have made particularly outstanding contributions to Club Life.
 - **Premium Membership:** An individually tailored membership which includes accommodation as well as entitlements and benefits that go beyond the extent of the other memberships. Premium Members must also fulfil all other requirements for membership of the KCC. The details of this membership, including possible exceptions and limitations, shall be agreed separately with the Management of the KCC in the context of the existing accommodation and gastronomic activities.
6. Additional categories of membership may be arranged by the Committee if required.

V. ADMISSION PROCEDURE

1. Admissions occur exclusively at the invitation of the Club after being confirmed by the Committee. Requests may be addressed to the Club Administration.
2. Admission is effective upon confirmation of the membership and payment of the necessary fees.
3. The same conditions for admission apply to all types of membership – unless otherwise specified by the Committee.

VI. TERMINATION OF MEMBERSHIP

1. Membership may be cancelled in writing with a notice period of three months before the end of the Club year (30 November).
2. The Committee may expel members from the Club with an uncontested majority decision.
3. Membership ends with the death of the member. In the case of the death of a member, new regulations for Family Memberships shall be introduced. Founder Circle Membership may be passed on once. The heir to the membership shall, however, be assessed by the Club Committee in the same manner as a new member. The same provisions apply as for the Founder Circle Member themselves.
4. If a member is more than two months late in paying overdue Club fees despite written requests and reminders, harms the interests or image of the Club, or infringes the Club Regulations, the Committee may order the immediate suspension of the member or revoke the membership entirely. The expulsion of a member is also possible if there exist grounds which cause the Committee to consider the continuation of the membership untenable; the Committee need not provide further justification for its decision.
5. Any infringement of the Regulations may lead to immediate suspension or revocation of the Club membership by the Committee.
6. A member who has been expelled has no claim to reimbursement of

Club fees paid. If a Company Membership is cancelled by the normal procedure, any consumption credit must be used by the end of the Club year; in the case of expulsion, 50% of the remaining credit will be refunded.

VII. A D M I S S I O N F E E

1. Upon admission to the Club, the one-time admission fee (depending on the type of membership) shall be paid to the Club Administration on request within 30 days.
2. The amount of the admission fee shall be set or adjusted periodically by the Club Administration.
3. Certain applicants may be exempt from the admission fee at the express decision of the Committee.

VIII. M E M B E R S H I P F E E

1. The annual membership fee is (depending on the type of membership) due in the form of a single annual payment. The Club year begins each year on 1 December and ends on 30 November of the following year.
2. The membership fee shall be invoiced in October for the following Club year and must be paid to the Club Administration by 30 November. If a member is admitted during the year, the membership fee shall be calculated pro rata to the end of that Club year (30 November).
3. The amount of the membership fee shall be adjusted in accordance with the 2015 Consumer Price Index (Austrian: VPI 2015) or its successor index or, should the CPI cease to be published, an equivalent measure of monetary fluctuation. The value resulting from the indexation will be commercially rounded to the nearest ten. The index-based increase occurs according to the VPI relative to the reference

month of January for the coming Club year. The adjustment of the Club fee for a particular Club year takes place accordingly using the published VPI index value for January of the calendar year in which the new Club year begins on 1 December. The Club membership fee shall be commercially rounded to a whole multiple of 10 euros after indexation. Indexation has not been applied to the time period since the Club's founding date, nor shall it be applied to the remainder of the Club year 2018. The first increase shall occur for the 2019 Club year, beginning on 1/12/2018.

4. The membership fee applicable at the time of the admission of a member shall remain unchanged for the duration of the membership. The membership fee shall, however, be adjusted annually according to the Austrian consumer price index (VPI).
5. Each member shall promptly inform the Club Administration of any change in personal details, in particular a change of postal address or bank details.
6. In order to simplify billing of the membership fee and for all cashless payments, a SEPA direct debit shall be arranged with the member where possible.

IX. CONSUMPTION, SERVICES, KEYCARD

1. The costs for consumption and for services utilised shall be paid separately by the member. Accounts may be settled cash-free via the member's Club account if a corresponding credit exists, or if a SEPA direct debit has been arranged. Accounts may also be settled directly in cash or with credit or debit cards.
2. As a rule, members settle the accounts of their guests. Members' guests can, with the agreement of the member, pay a restaurant bill themselves.
3. Each member receives a keycard, which, if applicable, serves as an entry card to the member's suite within the Club premises. Members are responsible for the usage of their member card. The Club should

be immediately informed in the case of loss, theft or similar. It is forbidden to pass on the card to a third person.

4. Parents are responsible for purchases made by their children.

X. GUESTS AND CLUB LIFE

1. Each member is entitled to invite friends and family as visitors to the Club and to familiarise them with Club life – always, however, in the presence of the member in question. If the number of accompanying persons exceeds four, this is to be agreed in advance with the Club Administration.
2. Guests who arrive at the Club before their host are requested to wait in the lobby until the member arrives. The member must ensure that guests to the Club are identified as such.
3. The member is responsible for ensuring that the behaviour of invitees is appropriate to Club life.
4. Visitors must leave the Club before or together with their host.
5. No person who has been expelled from the Club may visit the Club premises unless special permission has been expressly granted on the part of the Committee.
6. The Club Administration can refuse any person entry to the Club at its own discretion (e.g. for indecency) and without giving a reason.
7. On certain occasions, the Committee may arrange or authorise open-house events in the Club, at which non-members will also be allowed entry to the Club.
8. The privacy of the members is to be respected at all times by all persons who enter the Club premises. It is strictly prohibited to take photographs or to make audio or video recordings of other persons without their express agreement. An exception is made for photographs which are authorised by the KCC and used in the context of Club events to document Club life in the Club's own digital or printed media or distributed by the Club itself. Members who do not consent to this usage must communicate this fact to the Club Administ-

ration in writing before the particular event, otherwise the Club may assume such consent.

9. Club life is based on the recognition of the Universal Declaration of Human Rights of 1948. Appropriate traditions are to be respected in the Club. These include, among others, discreet mobile phone use and appropriate clothing. The dress code shall be posted on the virtual noticeboard.
10. A regulation on the admission of pets shall be posted on the virtual noticeboard.
11. Users of the wellness, spa and fitness areas shall refer to the relevant notices and to the house rules.

XI. NETWORKING

1. The Club may enter into mutual agreements with other clubs – for example concerning a reciprocal right of access for members.
2. These agreements may be terminated or amended by the Club at any time.
3. Members of the Club shall be notified of such agreements in writing.

XII. DATA PROTECTION

The member hereby consents to the electronic processing and usage of personal data for the purpose of the Club's gastronomic services (personal data, requests for improving comfort, allergies etc.) as well as the storage of sensitive and personal data, especially in relation to wellness, health or sports programmes in order to improve the service for the member. Members agree to receiving emails and other digital communication from the KCC in unencrypted form. Whenever a member shares contact details of third parties with the Club, or enables another person to use the Club's amenities and services by affiliation, the Club will assume that the member has obtained the same consent from the persons in question. In

the absence of such consent, the member shall hold harmless and indemnify the KCC. The member has received the information sheet on data protection, which may also be viewed at www.kitzbuehel.cc at any time.

XIII. FINAL PROVISIONS

1. The Committee is the only body authorised to interpret the Club Regulations. Its decisions – reached on the basis of the Regulations – are final and binding for all members. There is no legal recourse against decisions of the Committee.
2. The present Club Regulations may be amended, revised or withdrawn by Kitzbühel Country Club GmbH at any time. By publishing a notice of any amendments, revisions or withdrawals in the weekly newsletter and on the internal area of the Club's website, all changes are considered to have been communicated to the members and are therefore binding. Communication of information to Club members by post or by email is considered equally valid.
3. The present Regulations are binding for all members of the Club until such time as they may be changed or amended.
4. Insofar as individual provisions of these Regulations are not legally enforceable, the remainder of the Regulations shall not be considered legally unenforceable; the Club members and Kitzbühel Country Club GmbH shall be obliged to behave in a manner which is as close as possible, and as close as is legally permissible, to the procedure described in the legally unenforceable provisions.

The Club Regulations are part of the general terms and conditions. The Austrian Hotel Regulations (ÖHVB), in the relevant version in force at the time, apply to bookings.

The Club Regulations have been translated for information purposes only.
In the event of legal disputes, the original German-language Club Regulations shall apply.



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