

GRAND JAY WORLDWIDE VACATIONS PVT. LTD.

Terms & Condition

- A. GRAND JAY WORLDWIDE VACATIONS** is a Private Limited Company, incorporated under the companies Act, 1956 having its Registered Office at Cisons Complex, 150Montieth Road, Flat No. 1, 5th Floor, Egmore, Chennai 640 008. Hereinafter referred to as the Company. The Company was formed with the main object, among others objects, of introducing to its Members the facilities of Resorts / Clubs, as prevalent in West Countries which is far more sophisticated and entertaining than the dull routine hotel culture. The rules and regulations other bye-laws in force from time to time shall be binding on the members. Every member is deemed to have read, understood and agreed to abide by the bye-laws in force as amended / altered from time to time. With regard to any issue or disputes not covered by any of these rules, the matter would be referred to the Board of governors who will in turn advise the Board of Directors whose decision will be final and binding on all concerned. The bye-laws may be revoked, supplemented or altered by the Board of Governors subject to the approval of the Board of Directors and the same shall be binding on existing members as well as the members newly admitted in accordance with the rules in force, without notice to members, either prospectively or retrospectively.
- B. MEMBERSHIP**
This membership is split into different categories depending upon the number of years & days which the member may opt and the number of persons permitted on each Membership is Four.
- C. ADMISSION OF MEMBERS**
(1) Admission of members is at the discretion of the company. (2) Only 4 persons are permitted per membership. (3) On the death of a member, his/her nominee shall be entitled to all the benefits of membership. A nomination shall be made at the time of admission of the membership. A member can change the nomination by giving the company a notice in writing at least 6 weeks prior to the proposed change in nomination. (4) Every member is required to intimate his/her/its change of address promptly.
- D. DURATION OF MEMBERSHIP**
(1) A membership is valid for the number of years mentioned in the Membership Certificate from the date of admission, whether it is used by a single member or by any member who derives his / her right through the original member whether as nominee or transferee. (2) If a member dies without leaving a spouse or a nominee then the membership will come to an end. (3) A membership cannot be withdrawn or voluntarily surrendered at any point of time.
- E. COOLING OF PERIOD & TRANSFERABILITY OF MEMBERSHIP**
Ten days cooling of time is given to the member from the date he/she has unrolled as a member for any cancellations if they wish. After the 10 days cooling of period the membership is only transferable with the prior permission of the Company with necessary changes for such transfer as may be prescribed by the Company.
- F. PROCEDURE RELATED TO USAGE OF THE RESORT/CLUB BY MEMBERS**
(1) The Resort / Club will be open as per timings. (2) Any member who is desirous of using the Resort / Club shall give prior intimation in advance of his intention to use the Resort / Club which would be provided subject to availability. (3) A member having confirmed to use the Resort / Club can cancel such confirmation of use of the Resort / Club by giving at least 15 days prior intimation in writing to the Company. Default on the part of the members in giving notice of "nonuse" will result in the member having to make such payment as may be determined by the Company for their lapse or the period will be treated as "used". (4) The member will be provided with a Membership Card, which he/she shall produce for scrutiny whenever demanded. Failure to produce would result in refusal of entry or accommodation into the Resort/Club. The Company will frame rules and regulations regarding the use and issue of the Membership Card, including issue of duplicate card in the event of loss.
- G. GUESTS**
(1) Membership is for 4 persons of any age. Additional persons will be treated as guests and the same shall be intimated to the Company in advance. (2) Only those gentlemen and ladies whose antecedents are not questionable may be introduced as guests and the Company reserves the right to use its discretion to grant or refuse permission to any person. (3) Every person who introduces a guest shall pay such amount as may be prescribed by the Company as the "Guest Fee" and the details with regards to guests shall be entered in the Guest Register maintained for this Purpose.
- H. EXPULSION OF A MEMBER**
(a) The Company reserves the right to expel a member for the following reasons : (1) If he is convicted of an offence of I.P.C. or any other law in force in the Country. (2) If he is declared insolvent and remains undischarged. If he commits an offence involving moral turpitude. (3) If he behaves in a manner unbecoming of a member or is an undesirable person in the opinion of the Board of Governors (4) If he works or behaves against any interest of the Resort / Club or the Company as such. (5) If he is infected of a disease which is contagious and not acceptable in the society. (6) If he is declared as a defaulter in payment of his dues to the Resort / Club or the Company and his name is removed from the membership. (7) Any reasons which in the opinion of the Company is repugnant to the interests of the members of the Resort / Club or the Company. (8) The Company may act on its own or on the complaint of any person. After giving the delinquent an opportunity and after holding an enquiry the Company may exonerate a member, suspend him or levy fine or expel him from the membership. The decision of Board of Governors shall be final and binding on the members as well as the Company.
- I. RIGHTS AND PRIVILEGES OF MEMBERS**
(1) The members have no right whatsoever over the assets and other properties of the Highland Holiday Homes Pvt. Ltd. They are entitled only to use the facilities provided by the
- and its members, the use of any specific facilities, amenities etc., or to otherwise regularise its use for any short duration or permanently. (2) The Company shall not be liable for any loss sustained or damages suffered by any member/guest as a result of the negligence or want of reasonable care on the part of the member/guest using the resort/club facilities or for damages caused by the Act of God or for any other cause beyond the control of the Company. (3) The member shall use the facilities provided in the Resort / Club with due care and diligence and any damage that may be caused to the property of the Company by reason of negligence on the part of the member or his/her guests shall be made good by the member and the damage thereof shall be assessed by the Board of Governors of the Company and shall be collected from the member concerned as any other dues/arrears. (4) The Company, in the interest of viable and efficient management of the Resort / Club, shall stipulate the period, hours or days for which the facilities, amenities, services or supplies may be made available in the Resort / Club to members. (5) It is made clear that the membership of the Resort / Club cannot be equated to that of the shareholders of the Company.
- J. BOARD OF GOVERNORS AND THEIR POWERS**
(1) The Board of Directors of the Highland Holiday Homes Pvt. Ltd. have been vested with the powers to nominate such number of persons as may be decided from time to time as members of the Board of Governors to advise the management of Resort / Club. (2) The Chairman of the Board of Governors for the convenient discharge of the functions assigned to the Board of Governors is empowered to constitute such number of committees consisting of such number of members amongst the Board of Governors as he may deem fit. (3) The Board of Governors subject to the Company's Board of Directors approval may from time to time make, vary and revoke the bye-laws in order to regulate the internal affairs of the Resort / Club and conduct of the members and the bye-laws in force and such inception or revocation or amendments shall be binding on the Members.
- K. GENERAL**
(1) Timings: The Resort/Club premises shall be kept open always and the check-in and check-out varies in every resort /club. (2) Restaurant: The restaurant shall be open as per the timings of the Resort / Club. (3) Payments: The payment of admission fee, subscription fee and any other payment by members shall be properly paid. The payment dues and other charges by the member shall be in cash and to be paid before leaving the Resort / Club. Telephone charges will be collected from the member from time to time as per the usage. The Company shall have lien in the event of any dues payable by the member. (4) Facilities : Parking : All vehicles belonging to the members, their families and their guests shall be parked in the areas demarcated for the purpose. Private Functions/Parties : Members may book areas of the Resort / Club as designated by the Company for private functions/parties, provided they are not in the nature of religious or political functions and conferences or other objectionable congregation. (5) Children : Children will not be allowed in certain notified areas and in certain designated areas. Children below ten will be allowed only in the company of their parents/members. However, children not in the company of their parents/members may remain in children's room and in the children's play area up to 9.30 p.m. Any lapse or negligence will be seriously viewed by the Company. The Company will not be responsible for any untowardly incident on account of member's lapse. On certain occasions, after due nominations by the Board of Governors, the children may be allowed to be present in the designated areas of the Resort / Club provided they are accompanied by their parents/members. (6) Personal Attendants : No personal attendant of a member or their personal chauffeurs will be allowed in the Resort / Club premises except in the areas designated for them. (7) Pets : No member is permitted to bring pets to the Resort / Club. (8) Dress Regulations : Members and guest entering the Resort / Club should be dressed properly at all times. The Company shall have right to restrict entry of persons in any specific area of the Resort / Club if the dress regulations are not properly followed and not becoming the status of the Resort / Club Member. (9) Gambling : No gambling or betting is permitted inside the Resort / Club by any member or his/her guests. (10) Discipline : There shall be no speeches or singing or noisy activity in any part of the Resort /Club except with the permission of the Board of Governors on occasions of special entertainment. No member shall cause any disturbance whatsoever or annoy his neighbours by talking loudly or by any such acts which may cause disturbance to other members. (11) Resort / Club Employees : For any grievance against any staff member of the Resort / Club, the member or the guest is not to reprimand or punish any staff member of the Resort / Club directly but is required to lodge the necessary complaint with the management of the Resort / Club who will take necessary action to redress their grievances as it may deem fit. (12) Complaints & suggestions : A complaint / suggestion book will be provided at the reception room for the benefit of the members and their guests. (13) Clubs/Resorts Affiliated with Highland Holiday Homes Pvt. Ltd. will be availed by the members as per their respective norms. (14) Highland Holiday Homes Pvt. Ltd. reserves the right to include or exclude any of their Club/Resort with out prior intimation.
- L. ARBITRATION AND JURISDICTION**
1) All or any disputes, differences or questions arising out of this transaction shall be settled by Arbitration by a sole arbitrator to be appointed by Grand Jay Worldwide Vacations Pvt.Ltd. The arbitration proceedings shall be as per the provisions of the Indian Arbitration and Conciliation Act, 1996 including any amendments thereto. The venue of such arbitration shall be Chennai. The language used in the arbitration proceedings shall be English only. The award shall be final and binding on the parties. 2) The award passed by the arbitrator shall be final and binding on the Applicants / Members and Grand Jay Worldwide Vacations Pvt.Ltd. 3) In respect of all matters pertaining to this transaction, only the Civil Courts in Chennai City shall have jurisdiction to the exclusion of all other Courts.