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Sun International Vacation Club Sales (Pty) Ltd Reg No. 1996/007218/07 Directors JA Lee AM Leeming CA Reddiar

THE LEGAL BASIS IS MEMBERSHIP OF A TIMESHARE SCHEME UNDER THE CONDITIONS OF THE RULES OF THE SCHEME



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# INTRODUCTION

The provisions of these rules and the duties of the member in relation to the use and occupation of apartments and of the common property shall be binding on the member and any other occupant of the member's apartment and on employees, guests, invitees and members of the family of the member, lessee or other occupant of the apartment. It shall be the duty of the member to ensure compliance with these rules by any such lessee or occupant of the apartment and the employees, guests, invitees and members of the family of the member lessee or other occupant of the apartment.

In the event of any dispute as to the interpretation of these rules, the enforcement hereof or any breach hereof, the decision of the majority of the trustees shall be final and binding on all parties concerned in such dispute.

If a member breaches any of these rules, the trustees shall be entitled to exercise all rights available to them or to the Association in law and in terms of these rules and in particular the right to apply to court for an interdict against the offending member. The trustees shall, without prejudice to the a foregoing but without incurring any obligation or being bound so to do, endeavour to warn an offending member in writing of any complaint made against such member and request such member to refrain from any conduct likely to give rise to a complaint of a similar nature.







Conflict with the "Scheme Rules": These rules are subject to the provisions of the Scheme Rules. In the event of a conflict between these rules and the Scheme Rules, the Scheme Rules shall prevail.

The Member acknowledges the trustees have the right to amend these rules from time to time without notification to members.



#### THE MEMBER AND OR OCCUPANT CONCERNED:

#### **OCCUPATION**

- Shall not use the apartment or permit it to be used in such a manner as shall be injurious to the reputation of Sun Vacation Club or Sun International (South Africa) Ltd. And other associated companies.
- Shall not contravene or permit the contravention of any law, bylaw, ordinance proclamation, statutory regulation or the conditions of licence of the apartment.
- Shall not make alterations to the apartment and shall not effect any improvements thereto.
- Shall not display or hang any washing or allow it to be displayed or hung anywhere on the common property except in the area especially set aside for that purpose. A laundry facility is provided on site for this purpose.

#### DAMAGE TO PROPERTY AND ROOMS

- Shall not damage or destroy any plants, shrubs or trees on the property.
- Shall not do or allow anything to be done in the apartment or on the common property, which may constitute a nuisance to occupants of other apartments or may cause injury or damage to or endanger any persons or property whatsoever.
- Shall not effect or cause to be effected neither any alterations to the electrical installation or conduits, the water connections or the plumbing installation, nor any structural alterations whatsoever to the apartment.



## **SMOKING:**

All guests to adhere to the non-smoking policy applied to the indoor public areas of the Sun International hotels in South Africa, in terms of the Tobacco Products Control Act. This includes the smoking of marijuana and hubbly bubbly.

## **USE OF CHALET / OCCUPATION**

- Not allow more persons to occupy the apartment than six in the case of a two-bedroom apartment and eight persons in the case of a three-bedroom apartment.
  - 2 Bedroom units may accommodate a maximum of 6 people (4 adults and 2 children on the couches)
  - 3 Bedroom units may accommodate a maximum of 8 people (6 adults and 2 children on couches)
- A charge of R500.00 per person will be charged to the member should the occupation of units exceed the number of people required in the respective units
- Shall not use the apartment or allow it to be used for any purpose other than for residential purposes.
- Shall not erect or affix any advertisement, boards or notices in or on any part of the property or on the apartment or allow same to be affixed.
- Shall not leave or store any article on any part of the common property or allow it to be left thereon.
- Shall keep the apartment and those areas of the common property of exclusive use and occupation in good, clean, sanitary, habitable order and exercise reasonable care to maintain all electrical, plumbing and sewerage installations and services in good order and condition
- Shall not leave rubbish of any kind or allow it to be left in the apartment or on any part of the common property except at such a place or in such receptacles as are specifically provided therefore.



#### **NOISE DISTURBANCE**

 Refrain from making excessive noise after 22h00 in consideration of other guests staying at the Vacation Club.

#### **PARKING**

- Shall not park any vehicles or permit the parking of vehicles in such a manner as shall impede or obstruct access to and egress from any entrance to any section or impede or obstruct the normal flow of traffic on the common property.
- Parking shall be restricted to two cars per apartment

## **USE OF FACILITIES**

 Shall adhere to the rules and regulations applicable to users of facilities at any of the Sun Vacation Club schemes/resorts on the understanding that such rules apply to members as if they were paying hotel guests, and on the basis that such rules are subject to change.

# **CHECK-IN & CHECK-OUT**

- Check-in time is at 14H00 and Checkout time is at 10:00. Late / early check-in is not permitted.
- Inventory list to be checked on arrival and sent back to reception as soon as possible. Please report all breakages on departure.
- Departure Time Unit to be vacated by 10h00
- Shall return all keys of the apartment to Reception on departure. A key & breakages deposit will be refunded on return of keys.
- On departure please hand in keys only at Reception or at the express check-out box. Please ensure the unit is locked.
- On departure the unit must be left in a reasonable state of cleanliness. Excessive cleaning left for Vacation Club staff will be charged to the members account at the rate of R500.00 per unit.
- Shall if required by the Manager, check the apartment and its contents in the presence of the Manager or his representative before departure and shall forthwith pay for all damages and breakages, which are not the result of fair wear and tear.

#### **PETS**

• Shall not keep any animal or bird in the apartment or on the common property.

#### **FEEDING OF WILD LIFE**

 Please note: Baboons and monkeys are WILD animals and thus dangerous.
 Do not feed the animals.



#### **SECURITY**

Please note that an Electronic safe
is provided in each unit to secure your
possessions. We regret that Management
of the Resort cannot be held responsible
for the loss of the guest's valuables.

### HOUSEKEEPING

When utilising additional housekeeping, on non-cleaning day please ensure that you have completed and signed the necessary document at reception during check-in. Housekeeping hours are 07h00 – 22h00, should you require an emergency call out, a charge of R250 will be charged to your account

#### **GENERAL**

 Day visitors are to pay the entrance fee at the main gate, park in the car park and use complex transport to the Vacation Club. Parking at the Vacation Club is reserved for residents only.

## **CONCLUSION**

The above rules will be strictly enforced and persistent offenders will be asked to leave and may lead to the termination of membership rights.