



Four Seasons Country Club
 Apartado 2208 – Quinta do Lago
 8135-024 Almancil – Algarve – Portugal
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AGREEMENT

Between Four Seasons Country Club Propriedades Sociedade Unipessoal Lda., NIF 507 160 533, of Avenida Andre Jordan, Quinta do Lago, Almancil (“FSCC”) and the “Member” identified below:

Name of member			
Permanent address			
Telephone numbers	Home:	Mobile:	
E-mail address			
Type:	Villa(s) N ^o s:	Week(s);	Year:

A. THE MEMBER AGREES:

- To authorise FSCC to place the abovementioned “right of use of tourist accommodation”, on the market during the year, above, to which this agreement relates, either itself, or via an agency or tour operator engaged for that purpose.
- This agreement is irrevocable once FSCC has obtained confirmation of occupancy from an agent or from a renter. However; **provided that the Member gives the Club three days notice in writing, to terminate this agreement before FSCC has finalised a contract with the agent or renter, the Member, after receiving confirmation of this from FSCC, shall be at liberty to use the property himself/herself.**
The Member must check with FSCC before removing his unit from the availability list held at FSCC.
- To authorise FSCC, itself, or via an agency or tour operator engaged for that purpose, to receive the price paid by the third party for the transfer of the said right of use of tourist accommodation, on behalf of the Member, identified above.
- That according to the price agreed in the previous clause that IVA, applicable to accommodation (currently 6%) is deducted and paid to the Portuguese tax authorities, when the payment is received by FSCC.
- That FSCC will charge a commission of 19% of the price referred to in number 3 above, which, together with the tax and expenses inherent therein, will be deducted from the total amount payable to the Member pursuant to the provisions of clause 5 of section B of this agreement.
- To confirm the income received, referred to in clause 5 of section B of this agreement, in accordance with the detailed provisions of clause 4 of Article 23 of the IRC Code, as a cost to FSCC by completing and returning a statement that will be issued by FSCC when the rental income is confirmed. **Only on receipt of this can funds be released to the member.**
- That in the course of the year referred to in clause 1 of section A above or the year immediately preceding this one that the member, referred to above, does not expect to receive professional, business or property income of €10,000, or more, from a Portuguese source. Income, in these categories, above €10,000 is liable to withholding tax (IRS) at 25%.
- To be bound by FSCC rules with regard to any special members’ promotions as set out in Rule 11.1 (FSCC – Club rules). For a copy of the rules please go to the members’ section on the website – www.fscqdl.com

9. That while FSCC will always prioritise the transfer of use for the full week that, at times, it may be practical to consider a shorter period in order to maximise occupancy.
10. In the event that the member does not remove the unit from availability up to 4 weeks prior to the date of occupation that FSCC is able to offer the unit at a "late booking discount rate" and that the club has full discretion to establish the rate applied.
11. FSCC operates a pool system for the amounts obtained for accommodation, which is divided on a weekly basis, separately for the T1 (one bedroom) and T2 (2 bedroom) units. This provides benefits for all members. Units, to be considered for inclusion in the pool, must be advised to FSCC at least 4 weeks prior to the 1st date of occupation of the unit/week.

B. FSCC AGREES:

1. That it will, during the year referred to in clause 1 of section A of this agreement, place the right to use of said tourist accommodation, owned by the Member identified above, on the market either by itself, or via an agency or tour operator engaged for that purpose.
2. That it will make every reasonable effort to obtain a reservation of the said accommodation at the best price that market conditions allow, and will seek, whenever applicable, to engage agencies or tour operators to do so.
3. That the third party will not be permitted to enjoy the said right of use of tourist accommodation without first having paid the full price.
4. To ensure that occupiers of the unit comply with the "FSCC - Club Rules" whilst in occupation.
5. That the amount referred to in clause 3 of section A, after deduction of the sums referred to in clause 4 and 5 of the said section, will be paid to the Member within no more than one month of the end of the occupation by the third party, subject to receipt of confirmation of income referred to in clause 6 of section A.

C. PAYMENT:

1. The parties agree that amounts below €300 will only be credited directly to the member account (i.e. credit against future membership fees).
2. For payments above these amounts you can select from the following. Please select the option that you would prefer and tick the relevant box.

- | | |
|--|--------------------------|
| 1. Credit funds to my membership account..... | <input type="checkbox"/> |
| 2. By bank transfer (please provide bank details).....
(IBAN, SWIFT/BIC code, Name) | <input type="checkbox"/> |

Bank details: Bank: _____

Account name: _____

IBAN: _____

SWIFT: _____

Please note that payment is always made in Euros to your account. If your account is in Sterling, the exchange rate will be done by your bank at the rate of the day.

I confirm that the details provided by me can be maintained by FSCC for the purpose of facilitating the rental of the unit.

Signed _____ (The Member)

Signed _____ (The Club)

Date:.....

