

Club rules

Eligibility

Rose Villa Membership is offered, subject to the London Membership Committee's sole discretion and all other applicable rules, to those over 18 years old on or before the date accepted as a Member of Rose Villa. Management reserves the right to ask members to present valid identification upon arrival at Rose Villa.

If we determine that you have misrepresented your age on the Membership Application or otherwise, we may discontinue your Membership.

Your Application

By submitting your application for Rose Villa Membership, you agree to be bound by the terms and conditions of Membership, and represent and warrant to us that you are at least 18 years old. Applications are considered by the Rose Villa London Membership Committee. Applicants will be informed when their application has been received and accepted by the committee. Those not accepted will be placed on the Club's waiting list, and may be re-considered at one or more subsequent Committee meetings.

Membership Types

Rose Villa offers 4 main categories of Membership:

- CLUB MEMBERSHIP - which provides access to all club spaces (restaurant, lounge bar, private meeting/dining rooms, art library, cigar & games area, hair salon, boutique shop and gardens) but not the wellbeing facilities.

CLUB MEMBERSHIP are welcome to book treatments in the spa and access the wellness facilities (pools, yoga and fitness studio, gym, lockers, sauna) if booking a minimum of 2 hours of treatments. Members wishing to book 3 hours of treatments or more should contact the spa team.

- CLUB MEMBERSHIP WITH WELLNESS - which provides access to all club spaces (restaurant, lounge bar, private meeting/dining rooms, art library, cigar & games area, hair salon and gardens) and the wellness facilities (outdoor pool, yoga and fitness studio, spa, gym, lockers, sauna)

- TRAVELLER MEMBERS – Traveller Membership is available to those applicants with a permanent home address outside of Ho Chi Minh City (proof of address is required for verification). Traveller Members, who are likely to use the club infrequently, enjoy a special, reduced annual rate. Traveller Membership is offered in the CLUB and CLUB WITH WELLNESS categories.

- UNDER 30 (U30) MEMBERS - Under 30 Membership is available to those whose applications are accepted before their 30th birthday. Under 30 Members enjoy a special, reduced annual rate from their date of joining, until their 31st birthday (whereupon the fee will increase to the full membership fee for subsequent years). If an application is not accepted before your 30th birthday, the full Membership fee will also apply to your Membership. Under 30 Membership is offered in the CLUB and CLUB WITH WELLNESS categories.

Membership Terms & Renewal

All Rose Villa memberships are annually-based and begin on the Membership start date. Memberships are automatically renewed on an annual basis after the initial Membership Term.

Memberships are non-refundable for each 1-year commitment and cannot be placed on hold.

Membership Fees & Deposit

Upon approval or renewal of your membership, your membership fee becomes payable immediately. Upon acceptance, a one-time non-refundable joining fee will be charged. Any applicable Membership fees will be charged either annually or quarterly.

By providing us with your payment details, you accept and consent to being charged with membership fees in the form requested by Rose Villa upon your application being approved or renewed. It is within our discretion to amend our membership fees at any time, and we will notify you in advance if there are to be any changes to the amount, date or frequency of the payment of your membership fees.

Failure to pay the annual subscription (or any installment) within one month of the due date after being notified by Rose Villa will result in the member not being admitted to the Club and their membership being suspended until payment is received. Members still in arrears three months from the due date will have their membership terminated.

Membership Cards

Rose Villa will provide each Member with a signature Rose Villa Membership Card. Members are required to present their Membership Card upon arrival in order to gain access to the Club. Membership Cards are for the Members' sole use and are non-transferable. Should a member allow a non-member to use their Membership Card, Membership will be suspended, and reinstatement must be reviewed, and approved by the London Membership Committee. If a Membership Card is lost or stolen, please notify the Rose Villa Membership Team immediately for a replacement. A \$20 fee will be charged for each replacement or additional card.

Membership Change & Cancellation

To cancel Membership, Members must provide the club with 30-days written notice prior to their renewal date. Should a Membership be terminated, all outstanding balances must be settled and any Membership Cards or other Rose Villa property returned. The London Membership Committee reserves the right to revoke the Membership of any Member at any time, and at its sole discretion without providing a reason. Membership fee refunds for terminated members (on a pro-rata basis for the remainder of the membership year) are at the Club's discretion.

Proposing New Members

Members are welcome to propose new applicants to join Rose Villa. Having a proposer support your membership application is not mandatory, but can be looked upon favourably by the London Membership Committee.

Bill Payments

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Members are responsible for settling any balance opened during each visit to Rose Villa prior to departure. Members shall assume responsibility for open balances of their guests and authorise Rose Villa to charge the valid credit card linked to their account for any balance left unpaid. Members must maintain a valid form of payment on file at all times with the Rose Villa membership team.

Attire / Dress Code

Whilst we always want members to relax and feel at home at Rose Villa, we do ask that attire worn at the club is appropriate at all times. Flip Flops, swimwear and sportswear are unsuitable attire for arrival at the club (though are allowed in the pool and spa areas) and the club reserves the right to refuse admission to those dressed inappropriately. Members should ensure their guests are aware of the club's dress code prior to arriving and are responsible for their appearance. Members and guests that are not dressed appropriately in the club will be reminded of the rules around attire for future visits, and in certain cases, may not be admitted.

From time to time, certain Rose Villa events may have specifically stated dress codes which members and their guests will be informed of in advance.

Food & Beverage

No outside food or beverage is permitted inside the Club.

Guests

Each member is permitted to host up to three guests at the club at any one time, other than in connection with a specific meeting room booking, table booking, private dining room booking, or event space booking, where guest numbers are agreed upon in advance.

When not in connection with an advance booking, should Members wish to entertain more than three guests at any time, members may call (at least 2 hours) prior to visiting to request a larger guest list (which the Club's management team will either approve or not approve at its sole discretion). All guests must sign in at the front desk upon arrival before being granted access to the Club. Guests of Members will not be offered access to the Club until the Member is present. Members must remain with their guests at all times. Members are fully responsible for the conduct and behavior of their guests and for all facilities used by them in the Club.

Members should employ fair and proper usage when inviting guests. If the same guest is in the space with a frequency that the London Membership Committee considers to be excessive; the Guest will be invited to apply for Membership, or may be refused further entry.

Children

Rose Villa is a private club designed to be a calm and tranquil escape for its members. As a result guests under the age of 18 are not permitted to enter the club at any time.

Pets

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No pets are permitted in the space at any time. The sole exception is for assistance dogs, i.e. dogs individually trained to perform tasks or do work for the benefit of a person with a disability.

Mobile Phones, Noise Level & Audio Visual

Rose Villa Members should be mindful of, and courteous to other Members and guests when it comes to the use of phones. Any audio from phones and laptops should be enjoyed with headphones.

Laptop Use in Social Spaces

Rose Villa Saigon is a Club for escaping the pressures of everyday life.. As a result, our Club spaces are principally designed for dining, drinking, relaxing and entertaining, especially in the evenings, so we do ask that any laptops being used are put away at 6pm. Laptops are not permitted in the restaurant between 12pm and 3pm.

Smoking Policy

No smoking is permitted inside Rose Villa Saigon at any time. Members and their guests will be allowed to smoke in designated outdoor areas only. All Members and their guests are to respect the wishes of other Members and their guests regarding smoking and to refrain from doing so when requested.

Photography and Filming

Camera, video and recording devices are permitted at Rose Villa, so long as their use doesn't infringe the privacy of other members and their guests. As Rose Villa is a private club, members and their guests who are on the premises have the right not to be filmed, photographed or recorded without their permission.

During certain club events, the Rose Villa team and/or Rose Villa partners may elect to film or photograph in specific club spaces. Such filming and photography may incidentally feature members and their guests, and by attending club events, members and their guests grant their approval to be included in the filmed and photographed reportage content created.

No professional camera, video and recording devices are permitted into the club. Any requests to professionally film or photograph parts of the club must be approved in advance by the Club Management Team.

Confidentiality

Rose Villa is a private club, not an open public space. Members and their guests should not post or disclose any private or unauthorised information or images, either on social platforms or to press outlets that in any manner violates the privacy of other Members or their guests. If transgressive posts are found to have been made, it is the London Membership Committee and Management's absolute discretion to determine whether someone's privacy has been infringed upon. Noncompliance may lead to Membership suspension or termination.

Private Hire

Rose Villa incorporates a number of spaces that can be booked for private events. Those spaces can only be booked by a member, and that member must be present for the duration of the event, in order to take responsibility for the other guests present.

Club Maintenance

We may at times close all or part of the Club to members and their guests for private events or for necessary maintenance, repair or redecoration work. Where all or part of the Club is closed for maintenance, repair or redecoration work, or where we need to withdraw facilities or services because we consider that they may pose a risk to the health or safety of our members, members guests, and staff, or that they are detrimental to the business, we will seek to ensure that any such area, facility or service is reinstated as soon as practicable.

Appropriate Conduct

Rose Villa retains sole discretion of entry of any Member or guest. Should the activities of any Member or guest be determined illegal, disruptive, inappropriate or potentially a legal or reputational liability, contravening the Club Rules, Rose Villa reserves the right to refuse service or entry or, to expel such Member or guest from the premises. Conduct conflicting with the Club Rules and/or Terms and Conditions of Membership may result in termination of Membership. Management reserves the right to refuse service and escort patrons off premises at any time for any reason or no reason. No harassment will be permitted at Rose Villa. Any such harassment shall be immediately reported to Rose Villa Management. If the complaint is justified, the offending party's Membership may be immediately terminated.

Illegal Drugs / Substances

Rose Villa operates a zero tolerance policy with regards to drugs. No member or guest of a member shall purchase, use, ingest, possess or distribute illegal drugs or other substances or attempt to do any of the same while at Rose Villa or in the immediate vicinity. Contraventions of this rule will result in the membership in question being terminated immediately.

Terms and Conditions of Membership

Membership Rights & Privileges

A Member shall be entitled to all the rights and privileges Rose Villa grants to a person in his or her capacity as a Member and shall be bound by these rules but shall have no proprietary rights in any of the premises or in respect of property of the Club.

Membership Property

While the environment of our club is relaxed and unsuspecting, Rose Villa is not liable for any missing or stolen property. Members will be solely responsible for the safety, partial or total loss, damage, theft and security of their personal belongings and those of their guests.

Personal Information & Change of Address

We require all active Members of Rose Villa to have on file current information, including their email, address, phone number, and a valid credit card. Members are responsible for

promptly updating their personal contact information with Rose Villa in order to receive any notices and up-to-date information.

Your Data and Privacy

Rose Villa values the privacy of all our members, their guests and other visitors who enjoy our spaces, services, website and application. We collect most information from members in order to communicate regularly with them about their membership, events and happenings at the club, as well as providing notices and other updates as necessary. Certain communications may also be sent to members on behalf of Rose Villa partners. Members can opt out of receiving all communications from the Club, aside from those necessary for administering their membership account, if they wish.

Visiting guests must sign in and the information we collect from those who are not members is used on an opt-in basis if they wish to sign up for more information about Rose Villa, and its facilities and services. At all times, it is the policy of Rose Villa to be clear about how we are using member, guest and visitor information and the ways in which we they can protect their privacy.

More information about how we collect, use and share information can be found in the *Rose Villa Privacy Policy*.

Limitation of liability

Rose Villa, its servants and/or agents shall not be liable to any member or guest for any loss, damage or injury suffered by them or their property howsoever caused (including intangible losses, resulting from: (a) any use or inability to use Rose Villa's facilities including, without limitation, disruption arising from any cause; or (b) unauthorized access to or alteration of your personal information or membership data) save in respect of death or personal injury to a member or guest to the extent caused by the negligence of Rose Villa, its servants and/or agents. If we are adjudged to be liable by a court or other body of competent jurisdiction to you for any reason whatsoever, you agree and understand that you may not recover damages in excess of the amount of membership fees that you actually paid to us during the year in which the event occurred that gave rise to our liability. The limitations of liability contained in this paragraph are a material part of our agreement to provide club membership to you. This is not intended to affect any mandatory rights a member or guest may have under local law that we cannot legally restrict or exclude.

Release and Indemnity

Members agree to release, waive, discharge, defend, indemnify, and hold Rose Villa, its subsidiaries, affiliates, officers, employees, agents, representatives, Members and other third parties harmless from all liabilities, losses, damages, costs, and expenses (including lawyers' fees) on account of any claim, suit, action, demand, or proceeding made or brought against any such party, or on account of the investigation, defense, or settlement thereof, arising in connection with your Membership in Rose Villa, your use of Rose Villa's facilities, and/or your violation of these Terms and Conditions, any law or the rights of any third party.

Severability and Conflict

If a court or an arbitrator of competent jurisdiction determines that any provisions or conditions of the Rose Villa Club Rules or Terms and Conditions are illegal, unenforceable,

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or invalid in whole or in part for any reason, the remaining provisions (or portions of them) and obligations shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

Waiver

The failure of Rose Villa to insist upon strict adherence to any of the Club Rules, or Terms and Conditions on one or more occasions shall not be considered to be a waiver or deprive Rose Villa of the right thereafter to insist upon strict adherence to a Club Rule or any particular Term or Condition. In order to be effective, any waiver must be in writing, signed by a duly authorised agent of Rose Villa and delivered to the Member.

Force Majeure

Rose Villa shall not be liable to any Member, nor may Rose Villa be deemed responsible for any failure or delay in fulfilling or performing any of its obligations to members (including any provision of services) due to any of the following causes beyond Rose Villa's reasonable control (such causes, "Force Majeure Events"): (i) acts of God, (ii) flood, fire or explosion, (iii) war, invasion, riot, terrorism or other civil unrest, (iv) actions, embargoes or blockades in effect on or after the date of joining, (v) action by any governmental authority, (vi) national or regional emergency, (vii) strikes, labor stoppages or slowdowns or other industrial disturbances, (viii) shortage of adequate power or transportation facilities, or (ix) any other event that is beyond the reasonable control of Rose Villa.

Updates to Rules

The Club Rules, Terms and Conditions, Membership Categories and benefits may change in the future at any time at the discretion of Rose Villa's Management. Rose Villa will communicate any changes to club rules via e-mail, posted to our website or by other means of communication.