Thailand Elite

PHOTO

Application Form for Thailand Elite Family Membership

Please use capital letters and black or blue ink only

For TPC use only

Membership No.: _____ Agent Code: SA15/027

Membership ID. No.: _____ Application No.(for Sales Agent): CMS

Approval No.: _____

Gender: ☐ Male ☐ Female

Name: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐ Other _____ (Please specify)

(As shown in your passport)

Given Name: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Middle Name: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Surname: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Name on Card: _____

Date of Birth (DD/MM/YY): _____ Blood Type: _____ Religion _____

Allergic to: _____

Nationality: _____ Passport No.: _____

Issued by: _____ Issued Date: _____ Expiry Date: _____

Occupation: ☐ Entrepreneur ☐ Employee ☐ Investor ☐ Retired ☐ Student ☐ Other _____ (Please specify)

Business Title: _____

Company Name: _____

Nature of Business (Place select one): _____

☐ Advertising/Marketing/PR
☐ Computer/Electronic
☐ Education (Includes Student)
☐ Government/Military/Public Service
☐ Medical/Health Service
☐ Services
☐ Other _____ (Please specify)

☐ Agriculture/Chemical/Forest Products
☐ Construction
☐ Energy/Mining
☐ Hospitality/Recreation
☐ Pharmaceutical
☐ Telecommunications/Networking

☐ Automotive
☐ Consumer Goods
☐ Finance/Insurance/Real Estate
☐ Media/Publishing/Entertainment
☐ Retail
☐ Travel/Transportation

Business Address: No./Street: _____

City: _____ State: _____ Postal Code: _____ Country: _____

Phone No. (_____ - _____)* _____ Fax No. (_____ - _____)* _____

(Country Code - Area Code)

☐ E-mail Address**: _____

Current Address: No./Street: _____

City: _____ State: _____ Postal Code: _____ Country: _____

Phone No. (_____ - _____)* _____ Fax No. (_____ - _____)* _____

(Country Code - Area Code)

☐ E-mail Address**: _____

Permanent Address: No./Street: _____

City: _____ State: _____ Postal Code: _____ Country: _____

Phone No. (_____ - _____)* _____ Fax No. (_____ - _____)* _____

(Country Code - Area Code)

☐ E-mail Address**: _____

*Please indicate country code and ares code

**Please indicate one email address that you want to receive updated privilege and benefit news.

Mailing Address: please select one ☐ Business Address ☐ Current Address ☐ Permanent Address

How do you know us?

☑ Sales Agent
☐ Banner
☐ Other _____ (Please specify)

☐ Search engine
☐ www.thailandelite.com

☐ Advertising
☐ Friend

I warrant the accuracy and completeness of the information provided in this Application Form. By signing this Application Form for Thailand Elite Family Membership (the "Application"), I request that Thailand Privilege Card Company Limited (the "Company") consider and approve the Thailand Elite Family Membership for me. I agree to be bound by the Family Membership Agreement attached hereto which shall form part of this Application. I shall not withdraw any consent or authorization given in this Application if the Company approves the Thailand Elite Family Membership for me.

I understand that the Thailand Elite Family Membership is subject to a written approval by the Company. Within seven (7) days after having received a written approval form the Company, I shall make payment or procure to make payment of the Membership Fee in the amount as prescribed in the Family Membership Agreement, without deduction of any bank charges, to the bank account of Thailand Privilege Card Company Limited which shall be notified to the applicant on a non-refundable basis for the enrollment of Thailand Elite Family Membership, otherwise it shall be deemed that such approval shall be automatically revoked without a requirement of any further notice from the Company.

The Applicant has a legal relationship with the current Thailand Elite Individual Member as the:

☐ Legitimate Spouse ☐ Legitimate Child ☐ Legitimate Parent

Name of the current Thailand Elite Individual Member:

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐ Other _____
(Please specify)

First Name:

Middle Name:

Surname:

Individual Membership ID. No.:

Signature _____ Applicant
( )
/ /

Signature _____ Core Member
( ) (Individual Member)
/ /

Thailand Privilege Card Co., Ltd.'s accounts for remittance in Thai and USD currencies

	US$ Remittance	Thai Baht Remittance
Account Name	Thailand Privilege Card Company Limited	
Bank	Krung Thai Bank Public Company Limited	
Account No.	800-0-00004-527	170-0-12702-0
Branch	Nana Nua	Empire Tower, South Sathorn
Swift Code	KRTHTHBK	

Supporting Documents needed:

1. Copy of passport
2. Copy of work permit (if any)
3. Copy of proof showing genuine relationship as Immediate Family of the Core Member (Individual Member)
4. A photo

This is case of SA15/027 CMS

For TPC use only

☐ Approved

☐ Not Approved
Reason(s): _____

Signed by: _____
( )
/ /

Signed by: _____
( )
/ /

Continue.

Thailand Elite

TERMS AND CONDITIONS OF THAILAND ELITE FAMILY MEMBERSHIP
(the "Family Membership Agreement")

By enrolling in the Membership, the Member agrees to be bound by the Family Membership Agreement set out below. By applying for or purchasing the Membership or acquiring the Privileges, the Member represents that he/she has all qualifications as required in Clause 6 (Qualifications of the Applicant/the Member). The Member agrees that the Company may from time to time amend or supplement the Family Membership Agreement.

This Family Membership Agreement is incorporated into and forms part of the Application for the Thailand Elite Family Membership.

1. Definition in this Membership Agreement:

a) "**Application**" means the Application Form for Thailand Elite Family Membership;
b) "**Annual Fee**" means the annual fee to be paid by the Member to the Company per annum when the Member first enrolls and every twelve (12) month period starting from the enrollment date to maintain the Membership Status, which is to be discussed more particularly in detail under Clause 5.2;
c) "**Card**" means the Thailand Elite Family Membership Card approved and issued to the Member by the Company pursuant to the terms and conditions of this Family Membership Agreement;
d) "**Card Reissuing Fee**" means the fee to be paid by the Member to the Company when the Member requests for the issuance of the new card due to loss or damage to the Card, which is to be discussed more particularly in detail under Clause 5.4;
e) "**Company**" means Thailand Privilege Card Company Limited;
f) "**Core Member**" means a member of the applicant's Immediate Family Member who has applied for and been approved by the Company to enjoy the benefits of the Privileges under the Thailand Elite Individual Membership;
g) "**Exchange Rate**" means the exchange rate for conversion of foreign currency to Thai Baht announced by the Bank of Thailand, which will be notified by the Company or the Sales Agent (as the case maybe) to the applicant/the Member upon a request by the Member;
h) "**Immediate Family Member**" means the applicant's legitimate parent, step-parent, married spouse, children and adopted children;
i) "**Member**" means the applicant under the Application whose Membership has been approved by the Company or the transferee pursuant to Clause 2.4;
j) "**Member Contact Centre**" means a contact centre of the Company or the Service Provider with which the Member may make contact via a telephone or other communication channels as stipulated in the Privilege Book, or as the Member shall be advised from time to time;
k) "**Membership**" means Thailand Elite Family Membership;
l) "**Membership Fee**" means the membership fee that the applicant (or, in case the applicant being juvenile, through his or her legal parent or legal guardian) shall remit to the Company for enrollment of the Membership, which is to be discussed more particularly in detail under Clause 5.1;
m) "**Membership Transfer Fee**" means the fee to be paid by the Member to the Company for the transfer of the Membership pursuant to Clause 2.4, which is to be discussed more particularly in detail under Clause 5.3;
n) "**Penalty Charge**" means the charge to be paid by the Member to the Company pursuant to the terms and conditions of the Family Membership Agreement and the Privilege Book, which is to be discussed more particularly in detail under Clause 5.5;
o) "**Prevailing Rate**" means the latest rate of the Membership Fee announced by the Company in writing;
p) "**Privilege Book**" means the privilege book and card holder manual which prescribe the terms and conditions of the Privileges and other details which are relevant to the Membership which shall be provided to the Member by the Company once the Company has received the Membership Fee and thereafter every subsequent year;
q) "**Privileges**" means exclusive privileges as set out in the Privilege Book which may be, from time to time, updated or amended by the Company;
r) "**Sales Agent**" means an authorized representative of the Company; and
s) "**Service Provider**" means any person or any juristic entity, which may be developed from time to time, collaborating with the Company in providing the Privileges in relation to the Membership as set out in the Privilege Book, or as the Member shall be advised from time to time.

2. Terms of Membership

2.1 Conditions Precedent

As a condition precedent for the applicant's eligibility for applying for the Membership, the applicant must present to the Company documentary evidence of his or her kinship to the Immediate Family Member who is a Core Member and has been approved by the Company to enjoy the benefits of Privileges under the Thailand Elite Individual Membership, which shall neither be invalid, nor expired, nor terminated at the time of filing the Application. The Company's approval, as well as receipt of the Membership Fee, shall also be conditions precedent for this Family Membership Agreement.

2.2 Personal Information

The Member agrees that the Company may check or reveal any personal information or any information provided in the Application or provided otherwise to the Company. This consent shall survive the termination or expiration of this Family Membership Agreement.

2.3 Validity of the Membership

Subject to each of the Privileges' specific enjoyment period stated in Clause 4, the term of the Membership shall be valid for a period equal to the remaining term of the Core Member's Membership, provided that the Member shall submit the Annual Fee consecutively paid per annum, the Penalty Charge (if any) and other fees (if any) to the Company. The unpaid Annual Fee and/or Penalty Charge and/or other fees will be treated as delinquent amount. If the Company does not receive full payment of such amount within the payment due date as specified in the invoice, then the Company shall be entitled to suspend all Privileges for the Member at the Company's discretion until payment of such delinquent amount is made in full plus interest for late payment at the accrual rate of seven point five (7.5) percent per annum. For the avoidance of doubt, the validity, existence, or cessation of the Member's Membership shall be contingent to the same in respect of the Core Member's Membership.

2.4 Membership Transfer

Subject to prior approval by the Company and payment of the Membership Transfer Fee as stated in Clause 5, the Membership and the Privileges can be transferred to the Member's Immediate Family Member who has qualifications as stated in Clause 6 mutatis mutandis provided such transfer shall be allowed to be made only one (1) time for each Membership and after the transfer, the term of the Membership is subject to the remaining period. The term of Membership will be expired by either the term of Membership as stated in Clause 2.3, or the ending of the remaining period after the Membership transfer, whichever comes first.

2.5 Termination

(1) Automatic Termination

The Membership shall be automatically terminated once the Member dies or fails to maintain any of the qualifications set out in Clause 6, or it is apparent that the information provided by the applicant/the Member to the Company regarding the qualifications under Clause 6 is untrue, or when the Core Member's Membership ceases to exist or is invalid or terminated for whatsoever reason.

(2) Termination due to inappropriate conducts

The Company may terminate the Membership by giving an advance written notice to the Member upon the occurrence of any of the following events:

(a) The Member has conducted any act which is considered to be illegal or contrary to public order or good morals and has negative impact on the images or business operations of the Company;

(b) The Member has fraudulently used his/her Privileges; or

(c) The Member has not complied with terms and conditions of this Family Membership Agreement or the Privilege Book.

(3) Termination due to government policies

In case there is any order, rule, regulation or law announced by any related government authority which has an impact on the business operation of the Company to the effect that the Company is unable to continue its business or perform its operation as usual, the Company shall be entitled to terminate the Membership by giving an advance written notice to the Member.

(4) Rights and duties after termination

It is understood as follows:

(a) In case of the termination pursuant to Clause 2.5 (1) or (2) above, the Membership hereunder shall immediately become invalid whereupon the Member's right to the Privileges hereunder shall be ceased and the Membership Fee shall also be forfeited to the Company.

(b) In case of the termination pursuant to Clause 2.5 (3) above, the Membership hereunder shall immediately become invalid whereupon the Company shall refund the remaining Membership Fee (if any) to the Member, within thirty (30) days after the Card has been returned to the Company, less the following balances (if any) and costs:

(i) The Penalty Charge and/or outstanding fees; and

(ii) The costs of Privileges which have been used by the Member during the validity of Membership.

3. Service Access

3.1 The Card and the Member Identification Number are the keys to access the Privileges. The Member must activate the Card to access the complete Privileges by visiting http://www.thailandelite.com or contacting the Member Contact Centre. The card must only be used by the Member whose name is printed on the Card.

3.2 The Card or any proof of identity or any other evidence (as agreed by the Company and the Service Provider) must be shown to the Service Provider before obtaining the Privileges.

3.3 Signature as similarly appeared on the passport or on the Application shall be required from the Member for the use of any services.

4. Privilege Usage and Benefits

4.1 It is understood that at present the following Privileges are subject to a limited number of usages per each calendar year. The Company shall provide the Privileges to the Member throughout the term of Membership respectively as follows:

(1) Privilege Entry Visa; Renewable 5-year multiple entry visa with extendable 1-year length of stay per each entry;
(2) VIP greeting and escort on arrival and departure by Elite Personal Assistants;
(3) Complimentary limousine transfer from airport – residence or hotel – airport on international flights under the Company's conditions;
(4) Complimentary massage at selected spa ten (10) times per each calendar year;
(5) Golf with complimentary green fee ten (10) times per each calendar year;
(6) Government Concierges – Business Networking, Immigration Service, Facilitation in Driver's licence and Work Permit Processing;
(7) Special Discounts at hotels, dining establishments, shopping malls and duty free shops; and
(8) Member Contact Centre – English, Korean, Mandarin and Japanese

The Company reserves the rights to change the above limitation of usage from time to time at its sole discretion.

4.2 The Company reserves the rights to modify, cancel and/or prescribe further limitation on any of the Privileges without prior notice. The use of the Privileges shall be subject to the specific terms and conditions as stated in the Privilege Book. The Privilege Book, as may be amended or supplemented, is considered an integral part of this Family Membership Agreement. In case any of the Privileges has been used by the Member up to the limited number as prescribed in Clause 4.1 or pursuant to this Clause 4.2 at any time in the future, the Member agrees to pay the Company an additional charge for additional usages of the relevant Privileges in accordance with the rate which shall be notified to the Member from time to time.

4.3 The change of the Privileges or the Service Provider will be notified from time to time to the Member.

4.4 Any of the Privileges may be cancelled if it is prohibited by the laws of Thailand.

4.5 The scope of Privileges shall be in accordance with the specific terms and conditions as stated in the Privilege Book.

4.6 Subject to the Membership transfer pursuant to Clause 2.4, the Privileges are considered to be personal rights of the Member.

4.7 Liabilities & Limitations

(1) The Company shall not be liable to the Member or a third party for any products or services provided by Service Provider to the Member for any delay and/or defect in performance of the same by any reason whatsoever. Such limitation shall cover any loss or injury or any direct, indirect, incidental, consequential, punitive, or similar damages arising out of the use or the inability to use the Privileges. This limitation applies irrespective of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the Company has been advised of the possibility of such damage. The Member hereby waives any and all claims against the Company arising out of the use or the inability to use the Privileges.

(2) All express or implied warranties, representations, statements, terms and conditions relating to the Privileges or this Family Membership Agreement, not contained in this Family Membership Agreement and/or the Privilege Book, are excluded from this Family Membership Agreement to the extent permitted by law. The aggregate liability of the Company under or relating to this Family Membership Agreement whether in contract, tort (including without limitation to negligence) is limited to an amount equal to the Membership Fee paid by the Member to the Company under this Family Membership Agreement.

(3) The Member agrees that the Company shall have the rights at all time to assign wholly or in part any or all of its rights, duties, and obligations to any of its affiliates or any other person, provided that the Member is notified in writing prior to any such assignment.

5. Fee(s) and Conditions

5.1 Membership Fee

THB 1,000,000 (one million Baht only) inclusive of value added tax per Membership or an equivalent amount in USD pursuant to the Exchange rate which will be notified by the Company or the Sales Agent (as the case may be) to the applicant/the Member.

5.2 Annual Fee

THB 10,000 (ten thousand Baht only) inclusive of value tax per annum or an equivalent amount in USD pursuant to the exchange rate which will be notified by the Company or the Sales Agent (as the case may be) to the applicant/the Member.

5.3 Membership Transfer Fee

The Membership Transfer Fee shall be at the rate of twenty (20) percent of Prevailing Rate inclusive of value added tax.

5.4 Card Reissuing Fee

THB 4,000 (four thousand Baht only) inclusive of value added tax or an equivalent amount in USD pursuant to the Exchange rate which will be notified by the Company or the Sales Agent (as the case may be) to the applicant/the Member.

5.5 Penalty Charge

Cancellation of reservation for certain services pursuant to the Privilege Book must be notified in advance by the Member to the Member Contact Centre in accordance with the terms and conditions as stated in the Privilege Book, otherwise the Member shall be responsible to pay the Penalty Charge to the Company at the applicable rate so stated in the Privilege Book.

All fees, charges, and payments in this Family Membership Agreement and the Privilege Book are non-refundable. The Company reserves the rights to change the said fees, charges, and method of payments without prior notice.

6. Qualifications of the Applicant/the Member

The applicant/the Member must have and maintain to have following qualifications:

6.1 Not having been sentenced by a judgment to imprisonment in any countries except for an offence committed to negligence;

6.2 Not having been adjudicated bankrupt;

6.3 Not having been declared as a person of unsound mind, incompetence, or quasi-incompetence;

6.4 Being allowed to stay in Thailand in accordance with the immigration laws or any other related laws of Thailand;

6.5 Holding a foreign passport; and

6.6 All ages qualified.

7. Interpretation

In the event that interpretation of the terms and/or conditions of this Family Membership Agreement or any part of this Family Membership Agreement or document that is deemed a part of this Family Membership Agreement or any of the terms and conditions stipulated in the Privilege Book is needed, the Member hereby agrees that the Company's interpretation shall be conclusive. If there is any inconsistency between the terms and/or conditions of this Family Membership Agreement and the terms and/or conditions of the Privilege Book, the terms and conditions of this Family Membership Agreement shall prevail.

8. Governing Law

This Family Membership Agreement shall be governed by and construed in accordance with the laws of Thailand.

9. Notice

9.1 Any notice or other communication in connection with this Family Membership Agreement shall be made in writing in English language (a "Notice") and shall be sufficiently given or served if delivered or sent:

(1) In the case of the Member to the mailing as stated in the Application or in any other address as shall be notified by the Member to the Company from time to time.

(2) In the case of the Company to below address, or any other addresses (including that of the Service Provider) as stated in the Privilege Book, or as shall be notified by the Company to the Member from time to time.

Thailand Privilege Card Company Limited
110/2 North Sathorn Road, Silom, Bangrak, Bangkok 10500 Thailand
Telephone: +66(0) 2352 3000 Facsimile +66(0) 2352 3001
Email: memberservice@thailandelite.com Website: www.thailandelite.com
Attention: Member Contact Centre

9.2 Any Notice may be delivered by hand or sent by fax or prepaid post (in the case of service in Thailand and airmail in the case of international service). Without prejudice to the foregoing, any Notice shall conclusively be deemed to have been received on the next working day in the place to which it is sent, if sent by fax, or 60 hours from the time of posting, if sent by post, or at the time of delivery, if delivered by hand.

10. Miscellaneous

The Member agrees and acknowledges that at any time based on the Company's discretion, the Company may waive its right to demand any compliance with the terms and conditions of this Family Membership Agreement or the Privilege Book from the Member. Such a waiver shall not affect any right of the Company to enforce the terms and conditions of this Family Membership Agreement or the Privilege Book at any time in the future.

Signature