Thailand Elite

Qualifications of Applicant of Thailand Privilege Card
泰国精英卡申请人资格

I do hereby certify that I fully have following qualifications:

1. Having passport with visa granted by the Embassy or Consular Office abroad or by Ministry of Foreign Affairs.
2. Not having been sentenced to imprisonment by Thai court's judgment or lawful order, or foreign court's judgment, except for in case of a petty offence or an offence committed to negligence
3. Not being a person against whom arrest warrant has been issued by Thai government or foreign government, nor a person whose name is listed in a watch list of Thai government or foreign government.
4. Not having been exiled by Thai government or foreign government or deported by the official.
5. Not being a person considered harmful to the society or likely to disturb the peace or public safety or security of the Kingdom of Thailand.
6. Not being a person entering into the Kingdom of Thailand and engaged in business against public order or good moral.
7. Being a person permitted to reside in or enter into the kingdom of Thailand in accordance with the Immigration Act B.E. 2522 or other immigration related laws.
8. Being a person travelling to or departing the Kingdom of Thailand via the channels, checkpoints, stations, or areas designated in the Immigration Act B.E. 2522 or other immigration related laws.
9. Being a person travelling to or departing the Kingdom of Thailand and having submitted all particulars in accordance with the forms, methods, and conditions required and having passed immigration checking processes by immigration officer at the underlying checkpoint.
10. Not being a person involved, directly or indirectly, in bankruptcy or insolvency liquidation.
11. Not being a person involved, directly or indirectly, in money laundry or financial crime.
12. I am aware of my duty to conduct 90-day report when I stay 90 days consecutively in Thailand.
13. I am aware of my duty to present myself to the Immigration Bureau when I stay 365 days consecutively in Thailand irrelevant to the 90-day reports which I accomplish prior to the 365 day consecutive stay.
14. I am aware of the application condition of which I must not have more than one overstay record in Thailand in the part three years.
15. I am aware of my duty to keep my residence record in Thailand so called TM30.

本人在此证明已具备以下资格：

1. 持有护照，且该护照亦已附有泰国境外大使馆、领事馆或外交部发出的签证。
2. 没有被泰国或是外国法院判处监禁；轻微或过失犯罪除外。
3. 本人并非由泰国或外国政府发出逮捕令须拘捕的人，也非泰国或外国政府监视名单中的人。
4. 没有被泰国或外国政府驱逐出境的记录。
5. 没有被认为将危害泰国社会，或可能危害泰国社会安宁或公共安全的人。
6. 入境泰王国后并未违反公共秩序或违反善良风俗。
7. 本人根据泰历2522年《移民法》或其他移民相关法则获准进入泰王国并逗留。
8. 本人入境、离开泰王国都是经由泰历2522年《移民法》所指明的途径、检查站、车站或地区。
9. 本人按照所要求的表格、方法和条件提交了所有信息，并已通过了指定检查站内检查官的出入境检查程序以前往、离开泰王国。
10. 本人并无直接或间接涉及破产或破产清算。
11. 本人并无直接或间接参与洗钱或金融犯罪。
12. 本人知悉当在泰国连续逗留90天时，有义务进行90天的报到。
13. 本人知悉当连续365天在泰国逗留时，无关之前是否进行过90天报告，均有义务亲身向移民局报到。
14. 本人知悉申请条件为过去三年内不得有超过一个逾期逗留的记录。
15. 本人知悉有责任申报在泰国的居住记录称为TM30。

I do hereby certify that statements filled in this Application and statement certifying qualifications under clause 1 to Clause 15 above are all true, complete, and accurate. Should it appear in any case after I have become Thailand Privilege Card Member that any information in such statements is not true, or I am not permitted to enter the Kingdom of Thailand by the immigration officer, or visa application is denied, it shall be deemed that the Company is entitled to cancel the Application or cancel the Membership (as the case may be). In such case.

I shall not demand return for the Application Fee, nor shall I demand for any damages from the Company. In addition, I consent to the Company's verifying my background against the information pertaining to myself kept at the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or at other relevant government offices, as well as consent to the Royal Thai Police, the Immigration Bureau, the Consular Department, Ministry of Foreign Affairs, and/or such other relevant government offices' disclosing my background to the Company.

本人在此证明，本申请表中所填写的声明以及以上第1条至第15条所述的内容均据实以报、完整及无误。在成为泰国精英卡会员后，如有任何情况使这些声明中的任何一条信息不正确，或移民局官员不允许本人进入泰国，或签证申请被拒绝，则应被视为公司有权取消申请或取消本人的会员资格（视情况而定）。

在此情况下，本人将不会要求退还申请费，也不会要求公司赔偿任何损失。此外，本人同意公司根据本人在泰国王家警察局、移民局、领事部、外交部和或其他相关政府部门保留与本人相关的信息来核实资讯，并同意公司向泰国王家警察、移民局、领事部、外交部或其他相关政府部门，透露本人的背景资讯。

Signature of Applicant / 申请人签署

(_____)

Date / 日期 ___/___/___

Thailand Elite

PHOTO

Application Form for Elite Ultimate Privilege Membership

Please use capital letters and black or blue ink only

For TPC use only

Membership No.: _____ Agent Code: SA15/029

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

General Information

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

(As shown in your passport)

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

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

Surname: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Name on Card: _____

Date of Birth (DD/MM/YY): _____ Country of Birth: _____

Passport Information

Nationality: _____ Passport No: _____

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

Contact Information

Current Address

Number & Street: _____

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

Telephone No. (_____-_____)* _____
Country Code - Area Code

Address in Thailand

Type of Accommodation in Thailand: ☐ Serviced Apartment ☐ House ☐ Condominium

☐ Others please specify _____

Address Name: _____ Number & Street: _____

District: _____ Province: _____ Postal Code: _____

Telephone No. in Thailand (+66(0)-_____)* _____
Country Code - Area Code

Mailing Address: ☐ Current Address ☐ Address in Thailand

*E-mail Address (Main Contact): _____
(Please indicate one email address that you want to receive updated privilege and benefit news)

Occupation

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

Type of Business (Please select one):

☐ Advertising / Marketing / Media
☐ Education (Includes Student)
☐ Computer / Electronic
☐ Agriculture / Chemical / Energy
☐ Automotive
☐ Government / Military
☐ Consumer Goods / Retail
☐ Travel / Guide / Tour
☐ Construction
☐ Medical / Health Service
☐ Finance / Insurance / Real Estate
☐ Other _____ (Please specify)

Others

Please answer the additional question as following

(Optional) Referral by Thailand Elite Member (Name or Member ID) : _____ (Please specify)

Do you have more than three empty pages in the current passport? ☐ Yes ☐ No

Are you currently holding any valid Thai Visa? ☐ Yes ☐ No

If the answer is "Yes". What type of Thai visa are you currently holding?

☐ Non-Immigration Visa B
☐ Tourist Visa (TR)
☐ Non-Immigration Visa O
☐ Tourist MT Visa (Medical Treatment)
☐ Non-Immigration Visa ED
☐ BOI Visa
☐ Other _____ (Please specify)

When is the expiry date? _____ (Please specify)

Are you overstayed in Thailand in the past three years? ☐ No ☐ Yes How many times? _____ (Please specify)

How do you know us?

☐ Sales Agent _____ (Please specify)
☐ www.thailandelite.com
☐ Facebook
☐ Friend
☐ Advertising
☐ Other _____ (Please specify)

I warrant the accuracy and completeness of the information provided for Thailand Privilege Card Company Limited (the "Company") and in this Application Form For Elite Ultimate Privilege Membership (the "Application"). By signing this Application, I request that the "Company" consider and approve the Elite Ultimate Privilege Membership for me. I agree to be bound by the Elite Ultimate Privilege 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 Elite Ultimate Privilege Membership for me.

I understand that the Elite Ultimate Privilege 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 Elite Ultimate Privilege 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 non-refundable basis for the enrollment of Elite Ultimate Privilege Membership, otherwise it shall be deemed that such approval shall be automatically revoked without a requirement of any further notice form the Company.

Signature _____ Applicant
( )
/ /

Supporting Documents needed:
1. Copy of passport
2. Copy of work permit (if any)
3. A photo

For TPC use only

☐ Approved

Signed by: _____
( )
/ /

☐ Not Approved
Reason(s): _____
_____

Signed by: _____
( )
/ /

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

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

Thailand Elite

TERMS AND CONDITIONS OF ELITE ULTIMATE PRIVILEGE MEMBERSHIP (the "Elite Ultimate Privilege Membership Agreement")

By enrolling in the Membership, the Member agrees to be bound by the Elite Ultimate Privilege 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 Elite Ultimate Privilege Membership Agreement. This Elite Ultimate Privilege Membership Agreement is incorporated into and forms part of the Application for the Elite Ultimate Privilege Membership.

1. Definition in this Membership Agreement:

a) **"Application"** means the Application Form for Elite Ultimate Privilege Membership;
b) **"Annual Fee"** means the Annual Fee paid by the Member to the Company per annum when the Member first enrolls and every twelve (12) months period starting from the enrollment date to maintain the Membership Status;
c) **"Card"** means the Elite Ultimate Privilege Membership Card approved and issued to the Member by the Company pursuant to the terms and conditions of this Elite Ultimate Privilege 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;
e) **"Company"** means Thailand Privilege Card Company Limited;
f) **"E-Privilege"** means the e-privilege 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;
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) **"Member"** means the applicant under the Application whose Membership has been approved by the Company or the transferee pursuant to Clause 2.4;
i) **"Member Contact Centre"** means a contact centre of the Company where the Member may make contact via a telephone or other communication tools as stipulated in the e-Privilege;
j) **"Membership"** means Elite Ultimate Privilege Membership;
k) **"Membership Fee"** means the membership fee that the applicant shall remit to the Company for enrollment of the Membership;
l) **"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;
m) **"Penalty Charge"** means the charge to be paid by the Member to the Company pursuant to the terms and conditions of the Elite Ultimate Privilege Membership Agreement and the E-Privilege;
n) **"Prevailing Rate"** means the latest rate of the Membership Fee announced by the Company in writing;
p) **"Privileges"** means exclusive privileges as set out in the e-Privilege which may be, from time to time, updated or amended by the Company;
p) **"Sales Agent"** means an authorized representative of the Company; and
q) **"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 E-Privilege to the Member.

2. Terms of Membership

2.1 Conditions Precedent

The Company's approval, as well as receipt of the Membership Fee, is conditions precedent for this Elite Ultimate Privilege 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 Elite Ultimate Privilege Membership Agreement. The checking and the revealing shall be limited for the purpose of Elite Ultimate Privilege Membership or related Member services or other purposes as permitted by the law of the relevant countries.

2.3 Validity of the Membership

Subject to Clause 4, the term of the Membership shall valid for twenty (20) years, 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 rate of seven point five (7.5) percent per annum.

2.4 Membership Transfer

Subject to a prior approval by the Company and payment of the Membership Transfer Fee as stated in Clause 5, the Membership can be transferred to any third party who has qualifications as stated in Clause 6 *mutatis mutandis*, provided such a transfer shall allow 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 transferring Membership, subject to what may cause 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 Company regarding the qualifications under Clause 6 is untrue.

(2) Termination due to inappropriate conducts The Company may terminate the Membership by giving an advance written notice to the Member upon occurrence 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 fraudulently has used his/her Privileges; or

(c) The Member has not complied with terms and conditions of this Elite Ultimate Privilege Membership Agreement or the E-Privilege.

(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 and then 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 and 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 has 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 similar as appeared on the passport or on the Thailand Elite application form must 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 usage per each calendar year Company shall provide the Privilege 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 twenty four (24) times per each calendar year;

Signature of Applicant

Continue.

(5) Golf with complimentary green fee twenty four (24) times per each calendar year;
(6) Government Concierges – Business Networking, Immigration Service, Facilitation in Driver's license;
(7) Complimentary annual medical check-up at world class hospital one (1) time per each calendar year;
(8) Special Discounts at hotels, dining establishments, shopping malls; and
(9) Member Contact Centre – English, Korean, Mandarin and Japanese.

The company reserves the rights to charge 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 e-Privilege. The e-Privilege, as may be amended or supplemented, is considered an integral part of this Elite Ultimate Privilege 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 e-Privilege.

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 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 Elite Ultimate Privilege Membership Agreement, not contained in this Elite Ultimate Privilege Membership Agreement and/or the e-Privilege, are excluded from this Elite Ultimate Privilege Membership Agreement to the extent permitted by law. The aggregate liability of the Company under or relating to this Elite Ultimate Privilege 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 Elite Ultimate Privilege 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 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 2,000,000 (two million Baht only) exclusive 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 20,000 (twenty thousand Baht only) exclusive of value added 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 rate of twenty (20) percent of Prevailing Rate exclusive of value added tax.

5.4 Penalty Charge Cancellation of reservation for certain services pursuant to the E-Privilege must be notified in advance by the Member to the Member Contact Centre in accordance with the terms and conditions as stated in the e-Privilege, otherwise the Member shall be responsible to pay the Penalty Charge to the Company at the applicable rate so stated in the e-Privilege. All fees, charges, and payments in this Elite Ultimate Privilege Membership Agreement and the E-Privilege 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 accordance with the immigration laws or any related law of Thailand;

6.5 Holding a foreign passport; and

6.6 Being sui juris under Thai law and being at the age of or over twenty (20) years old.

7. Interpretation

In the event that interpretation of the terms and/or conditions of this Elite Ultimate Privilege Membership Agreement or any part of this Elite Ultimate Privilege Membership Agreement or document that is deemed a part of this Elite Ultimate Privilege Membership Agreement or any of the terms and conditions stipulated in the E-Privilege 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 Individual Membership Agreement and the terms and/or conditions of the e-Privilege, the terms and conditions of this Elite Ultimate Privilege Membership Agreement shall prevail.

8. Governing Law

This Elite Ultimate Privilege 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 Elite Ultimate Privilege 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 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 send 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 waived its right to demand any compliance with the terms and conditions of this Elite Ultimate Privilege Membership Agreement or the E-Privilege from the Member. Such a waiver shall not affect any right of the Company to enforce the terms and conditions of this Elite Ultimate Privilege Membership Agreement or the E-Privilege at any time in the future.

Thailand Elite

Please answer the additional questions as following

1) Do you have more than three empty pages in the current passport?

☐ Yes ☐ No

2) Are you currently holding any valid Thai Visa?

☐ Yes ☐ No

2.1) If the answer is Yes. What type of Thai visa are you currently holding?

_____

2.2) When is the expiry date?

_____

3) How many times have you overstayed in Thailand in the past three years?

_____

4) What is your main reason to become Thailand Elite member?

_____

5) What is your expectation as a Thailand Elite member?

_____

Signature _____ (Applicant)

( )

/ /