

1. INTRODUCTION

1.1 These Terms of Membership set out the legally binding contract between RCI Europe ("RCI" or "we") and each person who has the legal right to own, occupy or use accommodation ("Holiday Ownership") in a resort or holiday plan which has affiliated to RCI (an "Affiliated Resort") and who applies or is accepted for membership of RCI or who uses the RCI Exchange Programme ("Members" or "you").

1.2 The provisions of these Terms of Membership will apply to all programmes or services offered by RCI to Members, their travelling companions and their guests ("Guests") who exchange into the RCI exchange programme ("RCI Exchange Programme") together with any other applicable terms and conditions notified to you by RCI.

1.3 Your decision to buy Holiday Ownership should be based primarily on the benefits to be gained from the ownership, use and enjoyment of your Holiday Ownership at the Affiliated Resort and not on the anticipated benefits of exchanging it through the RCI Exchange Programme.

1.4 These Terms of Membership shall be governed by and construed in accordance with the laws of England and Wales, whatever the nationality of the Member.

1.5 Where these Terms of Membership are translated into a language other than English, the English text shall prevail.

1.6 Programmes or services offered at RCI's discretion through RCI or by third parties with the permission of RCI are subject to separate terms and conditions which will be notified to you at the time such offers are made.

2. THE RCI EXCHANGE PROGRAMME

2.1 Members who pay the appropriate fees referred to in these Terms of Membership and otherwise comply with these Terms will be permitted to participate in the RCI Exchange Programme.

2.2 The RCI Directory of Resorts will be sent to Members from time to time. Replacement copies are available for a fee.

2.3 Options available to Members for the exchange of Holiday Ownership rights and the procedures and conditions governing them are set out in the RCI Directory of Resorts and other RCI publications from time to time. Such procedures and conditions are incorporated in these Terms of Membership in their entirety.

2.4 RCI reserves the right to refuse instructions relating to your Holiday Ownership received from non-Members, Guests and/or any other third parties unless confirmation is received in writing from you that such persons are acting with your authority.

3. YOUR FINANCIAL PROTECTION

The RCI Exchange Programme is not covered by ABTA's Scheme of Financial Protection and does not form part of a package holiday regulated by the Package Travel, Package Holidays and Package Tours Regulations 1992.

4. RELATIONSHIP BETWEEN RCI AND ITS AFFILIATED RESORTS

4.1 RCI and the developer, marketer, seller, trustee, owners association and management of the Affiliated Resort are separate and distinct entities and RCI has no joint venture, partnership or agency relationship with any of them. The RCI Exchange Programme and the products or services that are sold by or on behalf of Affiliated Resorts, including but not limited to Holiday Ownership, are also separate and distinct.

4.2 RCI makes no promise or representation (other than any made in writing by RCI) about any Affiliated Resort, the title of the owner or trustee of the Affiliated Resort or the management of the Affiliated Resort by the management company. Members must make their own enquiries on such matters.

4.3 RCI does not develop, sell or market Holiday Ownerships. However, there is a contract between RCI and each Affiliated Resort enabling owners of Holiday Ownership at an Affiliated Resort to apply for membership of RCI.

4.4 If the Affiliated Resort does not fulfil its contractual obligations to RCI or if the resort affiliation agreement ends for any reason, the resort may lose its Affiliated Resort status and RCI may suspend or terminate the rights of Members who have Holiday Ownership at that resort.

4.5 These Terms of Membership are separate and distinct from your agreement(s) with the developer, marketer, seller, trustee, owners association and/or management of the Affiliated Resort.

4.6 Information about Affiliated Resorts published by RCI, including without limitation available facilities, amenities and services, is based on information obtained from the relevant Affiliated Resort. You should be aware that facilities, amenities and services provided at the Affiliated Resort may not necessarily be available or may be restricted at certain times of the year. Accordingly, although RCI makes reasonable efforts to ensure that resort information provided by RCI is accurate and up to date, **RCI cannot accept responsibility for any inaccurate, incomplete or misleading information about any Affiliated Resort provided to Members or their Guests, except in the case of negligence on the part of RCI.**

5. YOUR APPLICATION FOR MEMBERSHIP

5.1 To become a Member, you must:

- 5.1.1 be at least 18 years of age;
- 5.1.2 complete and submit an enrolment application to RCI in the prescribed form (such application should be submitted either by yourself personally or on your behalf);
- 5.1.3 pay the applicable fee to RCI (such fee should be paid either by yourself personally or on your behalf); and
- 5.1.4 have your application accepted by RCI.

5.2 We reserve the right to refuse any enrolment application for good reason, including without limitation if required to do so by the laws, rules or regulations of any local, state, national or federal governmental entity or by any judicial, public, regulatory or law enforcement authority or court.

5.3 Acceptance of your membership is effective from the date we write to you notifying you of your membership number.

5.4 Membership runs on an annual basis, starting on the day of the month in which your application is accepted and expiring on the last day of that month in the year of expiry.

5.5 Your membership covers each Holiday Ownership owned by you of up to (and including) 5 weeks at each Affiliated Resort. A separate subscription fee is payable if you own Holiday Ownerships at different Affiliated Resorts and for each Holiday Ownership in excess of 5 weeks.

5.6 Membership must be in the name of a natural person who owns Holiday Ownership at an Affiliated Resort(s).

5.7 If a company, partnership, trust, unincorporated association or other entity owns Holiday Ownership at an Affiliated Resort(s), membership must be in the name of a natural person nominated by the company or other entity to represent it.

5.8 Up to 2 co-owners of Holiday Ownership who live at the same address may apply for one membership. We will ask you to nominate a lead member to act as our principal contact for matters relating to your membership.

5.9 RCI shall be permitted to take instructions from and disclose information about your membership to either co-owner.

5.10 If we are given conflicting instructions from co-owners, we are entitled to take the first set of instructions received and act on those instructions. If we continue to receive conflicting instructions from co-owners, we may at our reasonable discretion suspend or cancel (with an appropriate refund) exchange privileges relating to your Holiday Ownership unless such instructions can be promptly reconciled or resolved.

5.11 Co-owners of Holiday Ownership residing at different addresses must apply for separate RCI memberships.

5.12 We will provide one set of RCI publications to each registered membership address.

5.13 Your membership of the RCI Exchange Programme is personal to you and cannot be transferred.

6. METHODS OF PAYMENT AND REFUNDS

6.1 You should quote your membership number on all bank transfers and cheques made payable to us to avoid error and undue delay.

6.2 You are responsible for paying your own bank's charges in respect of all payments made to and refunds received from RCI except in cases where RCI is found to be at fault.

6.3 We will refund any payments made by you to us in the same manner and currency as the original payment was made.

7. RENEWAL OF YOUR MEMBERSHIP

7.1 Continuing membership is conditional on the payment of the applicable subscription fee for each year of membership.

7.2 You may renew or extend your membership at any time prior to the expiry of your existing membership by forwarding to RCI the applicable subscription fee.

7.3 If payment is not made by the due date specified on the written reminder, we reserve the right to charge a reinstatement fee in addition to the applicable subscription fee; this may vary but is currently £150 and payment of this reinstatement fee is also a condition of renewal.

7.4 We reserve the right to refuse to renew a membership on reasonable grounds, including without limitation if required to do so by the laws, rules or regulations of any local, state, national or federal governmental entity or by any judicial, public, regulatory or law enforcement authority or court. If your application for renewal is refused, we shall return any renewal subscription fees which you sent to us.

Note: Please refer to Term 16 below which outlines our rights to terminate or suspend your membership.

8. SALE OF YOUR HOLIDAY OWNERSHIP RIGHTS

8.1 You must notify us as soon as reasonably possible in the event that you sell or transfer your legal right to any Holiday Ownership.

8.2 You should notify the purchaser or transferee of any outstanding deposit for a future date of your Holiday Ownership rights in the RCI Pool and you must notify us of your agreement with the purchaser or transferee as to who has the right to use such deposit.

8.3 The sale or transfer of your Holiday Ownership is subject to any outstanding deposit for a future date in the RCI Pool and any exchange confirmation we have sent you.

9. DEPOSITING YOUR HOLIDAY OWNERSHIP

9.1 Before you can request an exchange or receive an exchange confirmation, you must:

- 9.1.1 be a current Member with subscription fees paid up to date (including by Direct Debit) to the last date of the Holiday Ownership rights deposited and the final date of the exchange requested, whichever is the later; and**
- 9.1.2 deposit Holiday Ownership rights with us and we will put them into the RCI pool of exchange accommodation ("RCI Pool").**

9.2 We will write to you to acknowledge your deposit of Holiday Ownership rights into the RCI Pool within 14 business days of the date your deposit was made.

9.3 By depositing your Holiday Ownership rights, you relinquish all rights to use them and agree that they may be used by RCI without restriction.

9.4 You must not use Holiday Ownership rights deposited or exchange confirmations obtained for any commercial purposes, including rental, sale or onward exchange to a third party or allow them to be used by any third party for such purposes.

9.5 When you deposit Holiday Ownership rights with us, you represent and warrant to us that:

- 9.5.1 you have or will have the legal right to use or assign the use of the Holiday Ownership rights deposited and all other resort amenities to which you have access for the period deposited; and**

9.5.2 the deposited Holiday Ownership rights have not been, and will not be, assigned, let, offered or made available to any third party; and

9.5.3 the Holiday Ownership is, so far as you are aware, in good and useable condition; and

9.5.4 all maintenance fee assessments, taxes or other charges due in respect of the Holiday Ownership on the date of deposit have been paid and that any arising after the date of deposit will be paid by the due date for payment.

9.6 You may withdraw the deposit of your Holiday Ownership rights at any time unless they have already been assigned to another person or you have received a confirmed exchange in respect of that deposit.

9.7 If you have not requested an exchange through RCI or accepted one of the reasonable resort choices and/or dates offered by RCI within 24 months after the start date of the Holiday Ownership rights deposited, then you will lose all credit for that deposit and will not be entitled to receive an exchange for that deposit.

10. REQUESTING AN EXCHANGE

10.1 You must pay in advance the exchange fee current on the date of request for each exchange requested.

10.2 If RCI is unable to confirm an exchange acceptable to you we will at your request either hold the exchange fee as a credit to your account against future exchange fees or refund it to you.

10.3 At least one member of your exchange party must be 18 years or older (21 years or older for travel to the USA).

10.4 Our ability to confirm an exchange request is dependent on the availability of Holiday Ownership rights deposited or forecast to be deposited by others in the RCI Pool which are acceptable to you. We therefore cannot guarantee that any particular request for a resort, area, travel date, type or size of accommodation, travel supplier or otherwise relating to your exchange will be met. We will, though, offer you alternative choices which may be available.

10.5 A legally binding contract is formed when the exchange reservation is made.

10.6 Confirmation of exchange will be valid only when issued to you in writing by RCI. You should check all the details on your confirmation carefully when you receive it and let us know as soon as possible if anything is incorrect. **Subsequent changes made by you to any material aspect of your confirmation may be treated as a cancellation.**

10.7 RCI will apply restrictions on exchanges which are reasonably requested by Affiliated Resorts. These may include (without limitation) a prohibition on Members and their Guests from exchanging into the same resort more than once in a specified period, a prohibition on exchanges from other Affiliated Resorts located in the same locality and minimum age requirements.

11. USE AND ALLOCATION OF EXCHANGE ACCOMMODATION

11.1 Members accept that accommodation may vary in unit size, design, fixtures, furnishings, amenities and facilities from their own Holiday Ownership.

11.2 Affiliated Resorts may, where necessary, allocate alternative accommodation to the unit confirmed provided it has at least the same maximum occupancy and is of similar overall quality.

11.3 Members, their travelling companions and/or Guests must occupy and use any accommodation into which they have exchanged in a responsible, careful and secure manner.

11.4 Members are responsible for any damage caused by them, their travelling companions or their Guests whilst staying at an Affiliated Resort.

11.5 You, your travelling companions and/or your Guests must comply with the Affiliated Resort's rules and bye-laws.

11.6 You and/or your Guests must replace any items missing from your unit on departure.

11.7 Travelling companions must be accompanied by Members.

11.8 The total number of people (babies and children included) occupying the accommodation must not exceed the maximum occupancy of the unit set out in the exchange confirmation or guest certificate otherwise the Affiliated Resort may refuse access or levy an additional charge.

11.9 Members are responsible for payment of any applicable taxes, personal expenses, utility charges, security deposits and other fees or charges levied by an Affiliated Resort on occupiers for the use of amenities and facilities there.

11.10 If you, your travelling companions and/or your Guests are going to arrive outside the check-in day and/or time set out in your confirmation, you or them should contact the Affiliated Resort directly to make alternative check-in arrangements. The Affiliated Resort may levy a charge or impose other conditions for any accommodation outside the days specified on the confirmation.

11.11 Members and their Guests may be refused entry to Affiliated Resorts if they cannot verify their identity by means of a valid passport, driving licence or other form of identification accepted at the Affiliated Resort.

12. GUESTS

12.1 An exchange confirmation can be used only by the Member who has deposited his/her Holiday Ownership rights for exchange in the RCI Pool, unless the Member gives the exchange confirmation to a friend or family member by purchasing a guest certificate from us for the guest certificate fee current at the date of issue.

12.2 Persons who own Holiday Ownership rights at Affiliated Resorts but who are not Members may not be recipients of guest certificates.

12.3 Members should ensure that Guests check all the details on their guest certificate carefully and notify us as soon as possible if anything is incorrect.

12.4 Guest certificates can only be used by the person(s) named on them.

12.5 Additional people may travel with the named individual(s) on the guest certificate provided that the number of persons does not exceed the maximum occupancy limit on the exchange confirmation.

12.6 Guest certificates are not transferable and must not be used for any commercial purpose, including rental, sale or onward exchange to a third party.

12.7 The use of guest certificates is subject to any conditions, restrictions, limitations or charges imposed by the relevant Affiliated Resort.

12.8 Members are liable for all acts, omissions, neglects and/or defaults of their Guests whether accompanied by them or not including for any damage caused by them or expenses unpaid by them, for any charges relating to the booking or its cancellation, for occupation of the accommodation by more than its maximum occupancy and for replacing any missing items.

12.9 Guests must not pretend to be Members during their stay.

12.10 Guest certificate fees are not refundable.

13. CANCELLATION OF YOUR EXCHANGE BY YOU

13.1 You may cancel a confirmed exchange at any time either in writing (by letter, facsimile or email) or by telephone and we will act on your instructions.

13.2 Unless specific cancellation terms applying to your exchange have been notified to you by us, you will receive a refund of your exchange fee only if RCI receives notice of cancellation by the end of the business day on which you notified it that you wished to accept an exchange offered to you (unless it is within 14 days of the start date of the exchange confirmed, when there shall be no refund).

13.3 If you cancel your exchange **at least 2 business days before its start date, you may request another exchange** against the Holiday Ownership rights which you have already deposited in the RCI Pool; however, their trading power may have reduced.

13.4 If you cancel your exchange **with less than 2 business days notice before its start date, you will not be able to request another exchange** against the Holiday Ownership rights which you have deposited in the RCI Pool.

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim the exchange fee.

14. CANCELLATION OF YOUR EXCHANGE BY US

14.1 We reserve the right (without refund) to cancel a confirmed exchange or cancel an exchange request and deny exchange privileges if:

14.1.1 any payment made by you to us is rejected by your bank or credit card company; or

14.1.2 you have not paid any maintenance fee assessments or other similar charges relating to your Holiday Ownership by the due date for payment.

14.2 We can accept no responsibility if confirmed accommodation becomes unavailable due to any reason beyond our reasonable control, such as overbooking (other than by RCI), denial of access by the Affiliated Resort or any natural disaster, act of God, civil unrest, government action or terrorist activity.

14.3 Where such circumstances as outlined in Term 14.2 above occur before departure, we reserve the right to cancel a confirmed exchange. In these circumstances, we will offer you an equivalent alternative exchange against your deposit. If no equivalent alternative exchange is available, we will either hold the exchange fee paid as a credit to your account against future exchange fees or, at your request, refund the exchange fee and allow you another exchange request against your deposit with no reduction in trading power.

14.4 RCI reserves the right to cancel a confirmed exchange, permanently cancel exchange privileges, revoke guest certificates, terminate the membership of the relevant Member and/or deny access to any of the products or services offered in connection with a membership in the event of any:

14.4.1 misuse of a confirmed exchange; or

14.4.2 misuse of a guest certificate by the Member or his/her Guest(s) (in particular, but without limitation, use for commercial purposes); or

14.4.3 other breach of these Terms of Membership, where in RCI's reasonable opinion, the misuse or breach in question reasonably justifies the proposed sanction.

14.5 Provided that there is time to do so, RCI will notify the relevant Member of its intended sanction and its reasons for imposing it and give the relevant Member a reasonable opportunity to respond to the same prior to actually imposing the sanction.

15. TERMINATION OF YOUR MEMBERSHIP BY YOU

You may terminate your membership at any time by giving us notice in writing provided that you have neither had your Holiday Ownership rights assigned to another person nor received a confirmed exchange in respect of that deposit.

16. TERMINATION OR SUSPENSION OF YOUR MEMBERSHIP BY US

16.1 We reserve the right to terminate or suspend your membership and any future exchange privileges and cancel any outstanding confirmed exchange if any of the following occur:

16.1.1 you fail to comply with any of these Terms of Membership;

16.1.2 you fail to pay any sums due to RCI or any associated company or any Affiliated Resort or any other party in connection with an exchange, the accommodation the subject of an exchange, your Holiday Ownership (including any maintenance fees or other charges payable by you to an Affiliated Resort in respect of your Holiday Ownership) or any relevant travel arrangements;

16.1.3 the resort at which you own Holiday Ownership rights ceases to be an Affiliated Resort as set out in Term 4.4 above;

16.1.4 you bring any claims against us in respect of the RCI

Exchange Programme, the accommodation subject to an exchange, your Holiday Ownership or any relevant travel arrangements; or

16.1.5 you are found to be a vexatious or serial complainant who threatens or uses physical violence and/or harasses, abuses or is verbally aggressive to our employees.

16.2 Where a confirmed exchange is cancelled on termination due to your breach of these Terms of Membership, your exchange fee will be forfeited, but we will return the deposit of your Holiday Ownership rights from the RCI Pool to you unless they have already been assigned or exchanged to a third party.

16.3 On termination, we will refund any subscription fee paid in advance by a Member (but not on your behalf) less the full one year subscription fee for each year or part of a year for which you have been a member (or since the last renewal) unless termination is due to your failure to pay any sums due or comply with these Terms of Membership, in which case you will not be entitled to any refund.

16.4 If you have not paid any maintenance fees or other charges by the due date, RCI may suspend your membership until notification is received that you have paid all the outstanding amounts owed.

16.5 Membership may be terminated or renewal of membership denied in the event that the Affiliated Resort cancels or repossesses your Holiday Ownership and you have no other Holiday Ownership at any other Affiliated Resort.

17. IF YOU HAVE A COMPLAINT

17.1 Any complaints about accommodation or the services provided at an Affiliated Resort should be made at the earliest opportunity to a person in authority at the Affiliated Resort itself. If this does not produce a satisfactory result, the Member or Guest should contact the nearest RCI servicing office as soon as possible by telephone.

17.2 RCI accepts no liability to Members or their Guests for any costs and expenses incurred by them during their stay at the Affiliated Resort (including without limitation the costs of alternative accommodation) where such Members or their Guests have complained about accommodation or the services provided at the Affiliated Resort unless prior authorisation from RCI's UK office in Kettering, England or the nearest RCI local servicing office has been given.

Note: Please refer to Term 19 below which outlines our liability to you.

17.3 In the unlikely event that the Affiliated Resort does not resolve the matter, please follow this up within 30 days of your return home by writing to our Customer Services Department at Kettering Parkway, Kettering, Northants NN15 6EY giving your membership number and all other relevant information. We reserve the right to refuse to consider any complaints made where this simple procedure has not been followed.

18. DISPUTES

Disputes arising out of or in connection with this contract which cannot be amicably settled may be referred to arbitration under RCI's Booking Conditions. Otherwise the English Courts shall have jurisdiction to resolve any disputes that arise in connection with these Terms of Membership. For residents of Scotland or Northern Ireland, proceedings may also be brought in the Courts of Scotland or Northern Ireland as applicable.

19. OUR LIABILITY TO YOU

19.1 If you or any Guest suffers any loss or damage through use of the RCI Exchange Programme, howsoever it may arise, we accept that we are liable for that loss or damage up to a maximum amount of three times the sums received by us for the exchange in connection with which the loss or damage occurred (except in the case of death or personal injury resulting from RCI's negligence when no such limit will apply).

19.2 RCI is not liable for any damage, loss, or theft to personal property which occurs through your use of the Affiliated Resort(s).

19.3 These limitations are also applicable to all associated companies, servants and agents of RCI.

19.4 RCI accepts no liability for the acts and omissions of any third parties providing non-exchange related programmes or services to you.

19.5 Please note that RCI is only responsible for statements about RCI and the RCI Exchange Programme made by RCI and not for any made otherwise or by any other third parties, who are independent and not agents of RCI.

19.6 Your specific passport, visa, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

20. COMMUNICATING WITH YOU

20.1 RCI is the sole controller of all data held in relation to Members and their Guests resident in the EU/EEA Member States and all processing of data relating to your membership and to your or your Guests' use of exchange or other accommodation or of related travel services offered by RCI is therefore (in accordance with EC Directives 95/46/EC and 97/66/EC) subject to UK data protection laws only.

20.2 We will maintain records relating to your membership and to your and your Guests' use of exchange or other accommodation or of related travel services offered by RCI (including information about you or your Guests provided by yourself, your Guests or by third parties).

20.3 We shall be entitled to process such data for the purpose of providing you or your Guests with the products and services requested; to keep you or your Guests informed of further offers from us which may be of interest to you or your Guests (unless you or your Guests write to us asking us to exclude you or them from such offers or alternatively telephone, fax or email us to that effect) and for our own administration,

market analyses and operational reviews.

20.4 We, or any associated companies or third parties authorised by us, shall be entitled to make contact with you or your Guests by post, e-mail, telephone, including automated dialling equipment, facsimile transmissions, and/or pre-recorded messages for the purposes set out in this paragraph. We shall be entitled to disclose to any associated companies and third parties (including but not necessarily limited to resorts, owners' associations, resort trustees, management companies, airlines, insurance companies, car hire companies, ferry and cruise operators, safari organisers, and other suppliers) such information as may be necessary to:

20.4.1 provide you or your Guests with products and services you or them have requested; or

20.4.2 verify details relating to your membership or your Holiday Ownership rights or your or your Guests' use of exchange or other accommodation; or

20.4.3 notify you of related travel services offered by RCI.

20.5 You or your Guests are entitled to receive a copy of any data held by us relating to you or them subject to payment of an administration fee of no more than the maximum stipulated in the UK Data Protection Act 1998.

20.6 We will always seek the consent of Members or their Guests before disclosing data relating to them for the making of offers by third parties, by informing Members or their Guests of an intention to process their data for such purposes, and offering them a possibility to opt out of such use of their data, in a form or document returned to us or alternatively by notifying us by telephone, fax or e-mail. When you or your Guests have returned such a form or document to us without having opted out of this use of your or their data, and provided that you or your Guests have not notified us to the contrary by telephone, fax, or e-mail, third parties authorised by us may from time to time offer products and services to you or your Guests which such third parties consider might be of interest to you or them by post, e-mail or by telephone, including automatic dialling equipment, facsimile machines, and/or pre-recorded messages. In the event that you or your Guests opt out of receiving information about products and services from us or from third parties authorised by us from time to time, you and your Guests may limit the benefits you or they receive from your membership (for example, notification of special travel deals and late availability).

20.7 We shall be entitled to rely on your consent to receive information regarding such products and services (even if your membership has been suspended or has otherwise expired or terminated) for a period of up to three years after termination of your membership, or if you have made use of related travel services offered by RCI, up to three years from the date of use of such services, unless you write to let us know otherwise.

20.8 We shall be entitled to rely on your Guests' consent to receive information regarding such products and services for a period of up to three years after their occupation and use of accommodation at an Affiliated Resort, or if your Guests have made use of related travel services offered by RCI, up to three years from the date of use of such services, unless you write to let us know otherwise.

20.9 We may also record or monitor telephone calls to and from RCI, without further notification, for staff training and quality control purposes.

21. FLIGHTS, CAR HIRE, INSURANCE AND OTHER SERVICES

21.1 Any services made available by us other than exchanges (such as flights, car hire, insurance, ferries, cruises and safaris) are provided subject to and in accordance with the RCI Booking Conditions and/or the terms and conditions of all relevant organisers or suppliers from time to time which are available upon request prior to or at the time of confirmation of booking and outside the scope of these terms and conditions.

21.2 The nature of the services offered will vary from time to time and we reserve the right to vary, withdraw or add services at any time, with or without notice.

22. VARIATIONS

22.1 These Terms of Membership, the RCI Exchange Programme, seasonal designations and RCI's procedures and conditions for effecting exchanges may be changed by RCI in its sole discretion from time to time. Members will be notified of any such changes in the *RCI Directory of Resorts* and such other RCI publications produced for Members from time to time, as well as by letter, e-mail or other electronic media. No such changes will take effect until they have been so published.

22.2 The fees charged by RCI (including without limitation the subscription fee, the exchange fee, the guest certificate fee and the reinstatement fee) and the basis for calculating them are subject to review on 1st January each year and any changes to fees resulting from such review may be introduced by RCI with immediate effect. RCI may revise its fees at any other time, subject to prior notification in the *RCI Directory of Resorts* and such other RCI publications produced for Members from time to time, as well as by letter, e-mail or other electronic media.

22.3 These Terms of Membership and any changes notified as above shall supersede and replace prior versions published in the *RCI Directory of Resorts* or otherwise.

22.4 RCI may assign these Terms of Membership to any third party and any such assignment shall be binding on Members when notice of assignment is given to them. Notice may be given in the *RCI Directory of Resorts*, in other RCI publications generally or by letter.

REGISTERED OFFICE

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