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Wyndham Home Exchange - General Conditions

YOU MAY CANCEL YOUR MEMBERSHIP OF THE WYNDHAM HOME EXCHANGE WITHIN 14 DAYS FROM THE DATE OF RECEIPT OF THESE CLUB RULES AND GENERAL CONDITIONS (TOGETHER THE "CLUB RULES").

For your information the capitalised terms used in these General Conditions can be found in the Definitions section of the Club Rules below.

These Club Rules set out the terms by which Wyndham Home Exchange Members ("Members" or "You") are permitted access to the Reservation System by virtue of having received Points. The Club Rules are referred to in the Wyndham Home Exchange Agreement ("Agreement") and they establish the relationship between the Member and Club Administrator.

The Member acknowledges that, in addition to these Club Rules, his/her access, use, occupancy and enjoyment of Network Accommodation in and through the Exchange Programme is also governed by the RCI Europe Terms of Membership, which are published in the RCI Directory of Resorts and at www.rci.com and may change from time to time, but it should be noted that the benefits available under Wyndham Home Exchange may differ to those generally available to RCI members.

1. SCOPE AND PURPOSE

Members exchange and reserve use of Network Accommodation and Owner's Accommodation. Members should carefully review their Agreement and these Club Rules to gain an understanding of the terms, conditions, operation and use of the Club. Should these Club Rules or any of the documents contain anything which conflicts with any other information You may have been given then the information contained in the Club rules will prevail. **THE TERMS OF THESE CLUB RULES ARE SUBJECT TO CHANGE FROM TIME TO TIME, INCLUDING, BUT NOT LIMITED TO, FEES, BENEFITS AND RESERVATION PROCEDURES AND PRIORITIES. CHANGES WILL BE POSTED AT www.wyndhamhomeexchange.com/THG**

2. THE CLUB

The Club Members will have access to a global exchange network of Network Accommodation and Owner's Accommodation. The rights and term of Club Membership may vary between Members and may be offered for varying lengths of time. The Club uses a rating system based on Points in order to value the different Accommodation available to the Club Members.

The Club provides for the introduction of Accommodation by Members by way of registering suitable Accommodation into the Club. In such cases, the Member registers with the Club for the duration of such Use Rights all rights of use, occupancy and enjoyment in respect of such Accommodation. The Member retains title to the Accommodation, subject to the rights registered with the Club in accordance with this Agreement.

The Club does not provide travel services. The Member is responsible for all other arrangements and charges incurred including, but not limited to, changes in itinerary, upgrades, surcharges and government charges, entertainment, beverages, meals, taxes, flights, ground transportation, tours, golf green fees, personal expenses, utility or security deposits and other fees or charges levied by the resort or Owner for the use of resort or Owner's Accommodation or Network Accommodation amenities and facilities. Wyndham Home Exchange is not covered by any scheme of Financial Protection.

Members must have in their possession all proper documentation required by any country visited. Members are advised to consult with the appropriate governmental agencies and embassies to determine what documentation will be required. Without limitation, The Club Administrator and its associated companies do not accept responsibility if Members cannot travel because they have not complied with any passport, visa, customs or immigration requirements.

3. NATURE OF RIGHTS ACQUIRED

You have applied for Membership of the Club administered by RCI Europe (Points) Limited, Kettering Parkway, Kettering, Northants. NN15 6EY in its capacity as Club Administrator.

When You Deposit weeks into the Club You become eligible to receive Points which last for a specific timeframe. These Points can be used to exchange for the right to use the Owner's Accommodation or Network Accommodation which is available for use by Members from time to time. Both Your Membership and Points use are subject to the obligations as set out in the Club Rules.

4. NETWORK ACCOMMODATION AND OWNER'S ACCOMMODATION INFORMATION ACCURACY

Great care has been taken in compiling the Owner's Accommodation and Network Accommodation facilities information. Information about Owner's Accommodation, Affiliated Resorts and Network Accommodation published by the Club Administrator, including but not limited to facilities, amenities and services, is solely derived from information produced and provided by the relevant Affiliated Resort or Owner. It should be noted that the management of the resorts or properties in which the Club Administrator offers Network Accommodation or Owner's Accommodation is under the control of the Affiliated Resorts or Owners respectively. **Accordingly this information is subject to change as determined by the management of the Affiliated Resorts or Owners. The accuracy of the information is similarly dependent upon the accuracy of the information provided by the Affiliated Resorts or Owners concerned.** You should be aware that facilities, amenities and services provided at an Affiliated Resort or Owner's Accommodation may be withdrawn without notice at the discretion of the Affiliated Resort or Owner or may be restricted at certain times of the year. Some of these facilities are available on a "pay to use" basis. In addition certain resorts or Owners may charge a deposit. Certain countries also charge a tourist tax. **Members must make their own enquiries about a resort or an Owner's Accommodation description and satisfy themselves that an Affiliated Resort, Owner's Accommodation or Network Accommodation will meet all their needs, particularly if travelling out of season and Members wishing to holiday at a specific resort or an Owner's Accommodation should enquire at the time of making a reservation as to what charges and payments will be applicable at the resort or Owner's Accommodation concerned.** Although the Club Administrator makes reasonable efforts to ensure that resort or Owner's Accommodation information published on behalf of Affiliated Resorts or Owners by the Club Administrator is accurate and up to date, **the Club Administrator cannot accept responsibility for publishing and/or repeating any inaccurate, incomplete or misleading information provided by any Affiliated Resort or Owner, except in the case of negligence on the part of the Club Administrator.**

5. RESERVATIONS AND EXCHANGES

Detailed rules regarding Reservations are contained in the Club Rules. All Reservations requests are granted on a first come first served basis.

Unused Points can be saved, extended and also borrowed from the next Use Year to use in the current Use Year in accordance with the Club Rules.

The Club Administrator is an independent rental and exchange service company and is not owned, operated or controlled by any developer, seller, managing entity, club or holiday ownership plan participating in the Club.

The Club is designed to provide comparable exchanges, by the assignment of Points to each Registered Exchange Week.

All exchanges are subject to availability. The Club Administrator's ability to confirm exchange requests for Members is dependent upon the availability of Network Accommodation or Owner's Accommodation Deposited by other Members. The Club Administrator does not represent that specific resort or accommodation choices, holiday dates and/or travel arrangements can be guaranteed.

6. TRANSACTION FEE(S)

You agree to pay the Transaction Fee(s) at the then current rate to the Club Administrator. You acknowledge that the Transaction Fee may change from time to time

7. GENERAL CONDITIONS

- a. You acknowledge that **between 1 - 5 Exchange Weeks per Use Year** shall be registered with the Club Administrator.
- b. You shall have such rights to your accommodation as set out in these Club Rules. You shall not disturb the rights of the Club Administrator nor any other Member, guest or holidaymaker to use, enjoy, occupy and otherwise perform their respective rights, privileges and duties with respect to Your Accommodation, nor disturb the rights of the Club Administrator or any other Member, guest or holidaymaker with respect to the use and enjoyment of the exchange rights.
- c. You acknowledge that options available to You for Reservations and the procedures and conditions governing Reservations are set out and incorporated in these Club Rules.
- d. You acknowledge that the Network Accommodation or Owner's Accommodation for which You receive a confirmed Exchange Reservation may differ in size, design, furnishings, amenities and facilities from that registered by You into the Club.
- e. You must advise the Club Administrator in writing prior to any change in ownership of Your Accommodation occurring.
- f. You understand that Your Membership cannot be assigned or otherwise delegated or transferred or novated in whole or in part by You without the prior written consent of the Club Administrator.
- g. You will not, during the Registered Exchange Weeks (as may be amended from time to time), assign, offer or make available the Accommodation to any third party outside the Club.
- h. You will comply with all applicable laws, Club Rules and regulations and obtain and comply with all applicable licences, grants and permissions in the relevant jurisdiction where the Accommodation is located.
- i. You agree that the Club Administrator, its associated companies or its assignees shall be entitled to inspect and, if applicable, require you to carry out specific works to Your Accommodation at any time upon request. Without prejudice to exercising its rights under this clause the Club Administrator reserves the right to refuse to accept any bookings for Your Accommodation until any request by the Club Administrator has been complied with.

Wyndham Home Exchange - Club Rules

1. DEFINITIONS.

In these Wyndham Home Exchange Rules ("Club Rules") the following words and expressions have the following meanings:

- a) Accommodation means the real estate property owned by a Club Member and Deposited into the Club.
- b) Affiliated Resort(s) means a holiday resort where Network Accommodation is located and which has an affiliation agreement with the Network Administrator.
- c) Agreement means the agreement of which this forms part including the General Conditions and these Club Rules.
- d) Club means the Reservation System pursuant to which Members may register Accommodation for exchange and is conducted pursuant to the Club Rules and further specified in Rule 2.
- e) Club Administrator means RCI Europe (Points) Limited, Kettering Parkway, Kettering, Northants, NN15 6EY, United Kingdom and its associated companies and valid assignees.
- f) Deposit means the registration into the Club by a Member, pursuant to this Agreement, of Accommodation for use and Reservation by other Members, guests or holidaymakers.
- g) Exchange Programme means the exchange programme operated by the Network Administrator whereby a Member may exchange Points for Network Accommodation.
- h) Exchange Reservation means a reservation made for a Member not returning to his/her own Accommodation, exchanging his/her Points to access exchange resorts within the Club and the Exchange Programme.
- i) Points means Reservation value allocated from time to time to Accommodation as well as the Reservation rights allocated by the Club Administrator from time to time to Members as the currency to trade for Owner's Accommodation and Network Accommodation within the Club and/or Exchange Programme.
- j) Member means a person who during the relevant period has registered Accommodation in the Club and whose enrolment has been accepted and the term "Membership" shall be construed accordingly.
- k) Network Accommodation means Members' Accommodation, accommodation at Affiliated Resorts and resorts available within the Club and from the Exchange Programme consisting of recurring weeks or other increments of time.
- l) Network Administrator means RCI Europe (Points) Limited, Kettering Parkway, Kettering, Northants, NN15 6EY, United Kingdom and its associated companies and valid assignees.
- m) Owner's Accommodation means the real estate property owned by an individual title holder who may or may not be a Member and Deposited into the Club and the term "Owner" shall be construed accordingly.
- n) Registered Exchange Week(s) means the registration to the Club of Accommodation allocated pursuant to the Club Agreement by the Member for exchange.
- o) Registered Rental Week(s) means the weeks available for rental in accordance with the mandate given to The Hoseasons Group Ltd.
- p) Rental Points means the ability to purchase additional points in order to complete a Reservation subject to the applicable payment.
- q) Reservation(s) means a right of a Member to occupy or use of Owner's Accommodation or Network Accommodation.
- r) Reservation System means the method, means or system as provided for in the Club Documents pursuant to which Members may obtain a Reservation which is administered by the Network Administrator.
- s) Transaction means a Reservation request, including where applicable but not limited to any Daily/Split Reservation request, the saving/borrowing/extending/renting of Points, wait list entry, Reservation cancellations and Exchange Programme requests.
- t) Transaction Fee(s) means the fee payable upon completion of a Reservation, Exchange Reservation and/or as otherwise specified in the Club Rules.
- u) Use Year means an annual recurring twelve (12) month period and operating on an anniversary basis.

2. APPLICABILITY

Each Member and guest of the Club acknowledges: The Club is not a body corporate, association or legal entity of any kind. Instead, the Club is the service name given to the variety of exchange, reservation and use services and related benefits offered from time to time by the Club Administrator, together with such additional services as agreed with other service providers. The services to be provided include the operation of the Reservation System and the Club, through which Members exchange and reserve use of Network Accommodation or Owner's Accommodation. The Club Administrator has the discretion to decide who shall be eligible for Membership, and further reserves the right to refuse or cancel Membership where advisable or 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.

3. CONDITIONS TO PARTICIPATION

- (a) Enrolment: In order for any person to make a Reservation, the following conditions must be met:
- (1) The Member must have completed an Agreement and been enrolled by the Club Administrator into the Club;
 - (2) The Accommodation sought to be registered or which has been registered must be of an appropriate standard.
 - (3) The Member must have registered between 1 and 5 Exchange Weeks which the Club Administrator has accepted.
- (b) Management and Other Fees. Members are responsible for payment of all maintenance and other taxes and/or fees payable in respect of the Accommodation Deposited by such Member into the Club and the Club Administrator reserves the right to suspend or cancel Reservations (or the right of such Member to make Reservations) in the event that such fees are unpaid.
- (c) Registration is subject to the following conditions:
- (i) You may only register Exchange Weeks which consist of a 7 (seven) day interval.
 - (ii) All Exchange Weeks that you register will count as Owner Bookings as set out in your Agency Agreement with The Hoseasons Group Ltd. (THG). Exchange Weeks will therefore form part of your Owner Booking Allowance and are subject to the limits of that Owner Booking Allowance.
 - (iii) No weeks may be registered for the Christmas and New Year period.
 - (iv) Only one week may be registered within the Summer Season which runs from the 1st Saturday in April or Good Friday (whichever is earliest) through to and including 1st Saturday in November.
 - (v) All registration of Exchange Weeks are subject in any event to the approval of THG and/or the Club Administrator at their discretion.

4. POINTS VALUATION

Every Member's Accommodation has been or will be assigned a Points value by the Club Administrator, determined at its discretion. The value assigned to Accommodation will be based upon such factors as determined by the Club Administrator, which may include supply and demand for the Accommodation, rental rack rates, Accommodation type, seasonality, and historical occupancy percentages and facilities (if applicable). The Club Administrator may revalue Accommodation at any time, which may lead to an increase or decrease in the assigned Points value for that Accommodation.

5. POINTS ALLOCATION, USE YEAR

- (a) Each Member shall receive a certain number of Points in exchange for the Deposit of Accommodation into the Club based on the valuation from time to time as set out in Rule 4 above.
- (b) The initial allocation of Points to a Member is established when a person becomes a Member of the Club. Further allocations will occur upon the Deposit of additional weeks of Accommodation by the Member into the Club. Once a Member has been assigned Points in respect of the Deposit of particular Accommodation, such Member will be allocated the equivalent number of Points in respect of such Accommodation subject to the valuation process set out in Rule 4 above.

IF WITHIN A GIVEN USE YEAR A MEMBER DOES NOT USE ANY OR ALL POINTS DURING THAT USE YEAR AND THOSE POINTS ARE NOT ELIGIBLE TO BE SAVED (AND AS A RESULT ARE NOT SAVED), THE MEMBER LOSES THE USE OF THOSE POINTS (AND ANY DEPOSITED ACCOMMODATION) AND THE UNUSED POINTS EXPIRE.

6. EXCHANGE RESERVATIONS

- a) Reservation Requests. A Member shall only be permitted to make a Reservation through the Club if the Member adheres to all his/her obligations and no monies are owed to the Club Administrator, his/her Membership is otherwise valid and he/she is otherwise in compliance with the Agreement.
- b) Points Usage. In order to make a Reservation for use of particular Network Accommodation or Owner's Accommodation during any Use Year, a Member may only use Points allocated in that Use Year and any Points saved, borrowed and rented. Points shall be used in the following order: saved, current, borrowed, rented.
- c) Exchange Reservation. Reservations can be made during the period which begins 10 months to 2 days in advance of the holiday start date.
- d) Daily/Split Reservations. A Daily/Split Reservation allows the Member to use Network Accommodation or Owner's Accommodation for durations greater or less than 7 days where Affiliated Resorts or Owners offer this type of transaction.
- e) A contract for a Reservation and/or Transaction is formed where acceptance is confirmed by the Club Administrator in writing. It is the Member's responsibility to check upon receipt that all particulars thereon are correct, as subsequent changes to any material aspect may be treated as a cancellation.

ALL EXCHANGE RESERVATIONS OF NETWORK ACCOMMODATION AND OWNER'S ACCOMMODATION ARE SUBJECT TO AVAILABILITY BASED UPON ALLOCATION OF POINTS TO A RESPECTIVE MEMBER AND AS DETERMINED BY THE CLUB ADMINISTRATOR IN ACCORDANCE WITH THE AGREEMENT. ALL RESERVATIONS ARE SUBJECT TO AVAILABILITY ON A FIRST COME, FIRST SERVED BASIS. ALL RESERVATIONS ARE CONTINGENT UPON THE MEMBER REQUESTING THE RESERVATION AND HAVING SUFFICIENT POINTS TO OBTAIN THE DESIRED NETWORK ACCOMMODATION AND OWNER'S ACCOMMODATION. THE CLUB ADMINISTRATOR CANNOT GUARANTEE THE AVAILABILITY OF A RESERVATION OF ANY SPECIFIC NETWORK ACCOMMODATION AND OWNER'S ACCOMMODATION THROUGH THE CLUB, AS AVAILABILITY MAY VARY.

Reservations may be submitted by e-mail or by telephone using the contact details provided in the Membership pack.

7. RESERVATION SYSTEM PRIORITIES

The Club Administrator's ability to provide a confirmed Reservation for Members is based upon (i) the availability of Accommodation in the Club; and (ii) the Member having a sufficient number of Points to obtain the desired Network Accommodation or Owner's Accommodation.

Reservation requests can only be honoured if sufficient Points in relation to the desired Network Accommodation or Owner's Accommodation are available to the Member making the Reservation request. Other limitations, restrictions and priorities may be employed in the operation of the Club, including limitations based on seasonality, Network Accommodation or Owner's Accommodation size or other factors. These limitations may not be uniformly applied and as a result certain Network Accommodation or Owner's Accommodation may be restricted in availability based upon applicable priorities and classification grouping of resorts, Network Accommodation, Owner's Accommodation or benefits.

8. TRANSACTION FEES

Each time a Member makes a Transaction or a Reservation, the Club Administrator will collect or procure the collection of the applicable Transaction Fee. Transaction Fees are established by the Club Administrator and may change from time to time and vary among Members. The current Transaction Fees are set out in Schedule 1.

9. BORROWING POINTS

A Member may borrow Points from the immediately subsequent Use Year so long as that Use Year is within the term of the Member's Agreement. The borrowing of Points and the use of borrowed Points may be suspended or otherwise limited by the Club Administrator at its sole discretion from time to time.

10. SAVING POINTS

(a) At any time, a Member may elect to save Points allocated to him/her in the current Use Year into the subsequent Use Year for the purpose of making a Reservation in that subsequent Use Year. If Points are saved, used for a Reservation and such Reservation is then cancelled, the saved Points shall remain in the Use Year into which saved.

(b) If a Member has not used all of his/her Points by the end of a Use Year, the Points eligible to be saved will be automatically saved into the Member's next Use Year. Points that have been saved must be used in the Use Year into which they were saved. Thus, if Points are not used in the Use Year in which they have been saved, they will expire. The saving of Points and the use of saved Points may be suspended or otherwise limited by the Club Administrator from time to time.

11. RENTING POINTS

Members may rent additional Points for use in a particular Use Year. The rental rate for Points is determined by the Club Administrator and may change from time to time. Rental Points may only be used in the current Use Year and cannot be saved. The Club Administrator reserves the right to restrict the total number of Points that can be rented within the Club in any one Use Year, the total number able to be rented by a Member during a Use Year, and/or the Reservations and Transactions for which rented Points can be used. Payment must be made by the Member renting such Points at the time of rental. The renting of Points may be suspended or otherwise limited by the Club Administrator from time to time.

12. CANCELLATIONS

All Transaction Fees are non refundable in the event of a cancelled Reservation or a no show at the Network Accommodation or Owner's Accommodation.

A Member may cancel their Reservation providing the Club Administrator receives written notification by letter, fax or e-mail from the lead name on the booking. The cancellation will be effective from the date that the Club Administrator receives such notification and once the 24 hour grace period has lapsed. In effecting cancellation, a Member will receive a refund of the total amount of Points paid for the booking, less the cancellation charges specified below unless a new booking is made at the same time. All cancellations are subject to cancellation charges to compensate the Club Administrator for its reasonable estimated losses and expenses:

Number of days prior to holiday exchange date that the cancellation notice is actually received by the Club Administrator	Cancellation Charges - Points Refunded
24 hours from time of reservation or More than 90 days	100%
89-46 days	75%
45-30 days	50%
29-0 days	25%

13. EXCHANGE PROGRAMME

Members will have access to the Exchange Programme. A Member may make a Reservation of available Network Accommodation or Owner's Accommodation upon redemption of Points set forth in Exchange Programme grids published by the Network Administrator. Points are deducted at the time the Reservation is made. The standard terms and conditions of the Exchange Programme, in addition to these Club Rules, apply to an Exchange Reservation. If there is a conflict between these Club Rules and the terms and conditions of the Exchange Programme, these Club Rules shall take precedence.

14. GUESTS

A Member may arrange use of Network Accommodation and/or Owner's Accommodation by a guest. Reservations for guests must be made by the Member and may be made in the guest's name. The Club Administrator reserves the right to charge a fee for a non-Member's (i.e. guest) use of a Member's Points.

15. ADMINISTRATION

- (a) Records, Statements. The Club Administrator will maintain records of all Reservations, use and allocation of Points.
- (b) Late Check-In. Unless a Member informs the Affiliated Resort or Owner that they anticipate checking in at the resort or Owner's Accommodation later than the arrival time designated for a confirmed Exchange Reservation, the arriving Member risks forfeiture of such Reservation and the Points used to make such Reservation, in accordance with the cancellation policy as set out above.
- (c) Applicable Limitations. Various limitations exist for Affiliated Resorts and Owner's Accommodation (e.g. occupancy limitations, baggage limitations). Applicable occupancy limitations shall be observed by each Member and guest.
- (d) Separation of Club and Affiliated Resorts and Owners. The Club and the Affiliated Resorts and Owners are separate and distinct entities and the services provided by the Club are separate and distinct from the products or services that are sold by or on behalf of the Affiliated Resort or the Owner. While the Club Administrator (or another company in its group) may have entered into an affiliation agreement the Club Administrator does not have the ability to control the operations. Thus, the Club Administrator cannot be responsible or liable for the actions or omissions of Affiliated Resorts or Owners.
- (e) Cancellation by Club Administrator. Reservations may be cancelled by the Club Administrator in respect to any resort or Owner's Accommodation which ceases to be an Affiliated Resort or available to the Club respectively. Upon any such cancellation, the relevant Points will be returned to the Member. The Club Administrator may also cancel a Reservation or withhold the allocation of Points due to a natural disaster, act of God, civil unrest or other unforeseeable circumstance outside the control of the Club Administrator which renders the Network Accommodation or Owner's Accommodation uninhabitable or unusable. Upon any such cancellation, the Member will receive a refund of Points used and/or any Transaction Fee paid for that Reservation. In addition, the Club Administrator may cancel a Reservation following the suspension or termination of a Member's Club Membership. Upon any such cancellation, the Member will not receive a refund of Points used or Transaction Fee paid for that Reservation.
- (f) Withdrawal of Benefits. The Club Administrator may withdraw benefits, including Network Accommodation at Affiliated Resorts or Owner's Accommodation in accordance with the following:
 - (i) A resort may be terminated as an Affiliated Resort or an Owner's Accommodation made unavailable if it is not operated in a commercial or reasonable manner that enables it to meet its obligations or is otherwise not in compliance with the rules, regulations, policies and procedures of the Club or Exchange Programme;
 - (ii) If the Owner's Accommodation or an Affiliated Resort is destroyed or condemned or otherwise not suitable for use, the Network Accommodation or Owner's Accommodation may be withdrawn from the Club;
 - (iii) In the event an agreement is terminated or expires, or the Affiliated Resort or an Owner's Accommodation is otherwise terminated from its relationship with the Club, the applicable Network Accommodation and/or Owner's Accommodation will no longer be available. In such event, the Club Administrator shall use reasonable efforts to seek to make available alternative Network Accommodation or Owner's Accommodation for Members whose confirmed Reservations are cancelled; provided, the Club Administrator has no obligation to reimburse a Member for any cost or expenses or otherwise satisfy specific requests;
 - (iv) In the event that the Club Administrator terminates the operation of the Club.
- (g) Re-Enrolment. If a Member's Membership terminates or is terminated by the Club Administrator for any reason, and the Member desires re-enrolment in the Club, the Member must execute a new Agreement. The Member's re-enrolment is subject to the Club Administrator's right to refuse any enrolment.
- (h) Non-Commercial Use. With the exception of rentals of a Member's Accommodation made in accordance with the Owner Agreement with The Hoseasons Group, Network Accommodation, Owner's Accommodation and other Member's Accommodation use by a Member or guest may not be for commercial purposes, including rental or sale.
- (i) Additional Fees, Damages. Members are responsible for payment of applicable taxes, personal expenses, utility charges, security deposits and other fees or charges levied with respect to their Accommodation or, if applicable, at an Affiliated Resort, Network Accommodation or Owner's Accommodation. Members are also responsible for any damages caused by themselves or their guests.
- (j) Monitoring. Communications to and from representatives of the Club may be recorded for training or quality control purposes.
- (k) Privacy policy. RCI's Privacy Policy applies, and is available to view at www.rci.com.

16. MEMBER SUSPENSION AND TERMINATION

- (a) **Suspension.** A Member may be suspended by the Club Administrator from participation in the Club and use of his/her allocated Points if: (i) the Member breaches any provision of the Agreement; (ii) the Member fails to pay any fees due and outstanding to the Club or any Affiliated Resort or Owner; (iii) if the Club is no longer operated by the Club Administrator. If a Member is suspended, the Member may not avail himself or herself of the benefits of the Club, including the following:
- (i) the Member may not obtain Reservations;
 - (ii) the Club Administrator may cancel confirmed Reservations and remove the Member from any wait lists; and
 - (iii) the Member may not be allocated Points for a respective Use Year during suspension.

Any suspension of use of Points shall not release a Member or his/her Accommodation from his/her obligations under the Agreement.

- (b) **Termination.** The Club Administrator may terminate a person's Membership to the Club or the Agreement upon the occurrence of any of the following:
- (i) upon the termination or expiration of the Member's Agreement;
 - (ii) following suspension if the Member fails to cure the reasons for such suspension within such time as determined by the Club Administrator.

Notwithstanding the termination of the Membership, all fees and other amounts owing to the Club Administrator by such Member shall be immediately due and payable to the Club Administrator. Upon termination, Use Rights associated with the Accommodation will remain subject to the assignment to the Club pursuant to the terms of the relevant Agreement, unless released by the Club Administrator.

17. MEMBER WITHDRAWAL

A Member may withdraw from the Club by returning the Wyndham Home Exchange Cancellation Form to the Club Administrator. The valid surrender of participation requires a minimum of 12 months' notice from the Member. The Member must complete an Wyndham Home Exchange Cancellation Form which upon receipt by the Club Administrator and subject to the foregoing shall terminate the Agreement and the Membership.

If the Agreement is terminated by the Member prior to the agreed surrender date then such termination shall take effect and the Club Administrator reserves the right to charge the Member a sum of up to GBP£1000.00 (One thousand Pounds Sterling) by way of liquidated damages as compensation to the Club Administrator for additional costs incurred by the Club Administrator in finding alternative accommodation for the Member making the Reservation or for any marketing or promotional costs incurred if applicable.

18. DATA PROTECTION

- (a) The Club Administrator is the controller of data held in relation to Members, additional account users and their guests resident in the EU/EEA Member States and all processing of data by the Club Administrator and relating to Membership and to a Member, additional account user or a guests use of the Club (in accordance with EC Directives 95/46/EC and 97/66/EC) is solely subject to the data protection laws applicable in England & Wales.
- (b) RCI's Privacy Policy applies.
- (c) The Club Administrator may also record or monitor telephone calls, without notification, for staff training and quality control purposes.

19. LIMITATION OF LIABILITY.

The Club Administrator's liability to a Member or guest or holidaymaker who suffers any loss or damage through access with respect to their use of or inability to use Club Member's Accommodation, Owner's Accommodation or Network Accommodation or for any loss or damages that may arise in connection to the Club Membership shall be limited to the actual fees and charges paid to the Club Administrator for use out of which the liability arose. TO THE EXTENT PERMISSIBLE BY LAW THE CLUB ADMINISTRATOR ARE NOT LIABLE FOR ANY DAMAGE TO, LOSS, OR THEFT OF PERSONAL PROPERTY WHICH OCCURS THROUGH THE USE OF YOUR ACCOMMODATION. The Club Administrator accepts no responsibility for the acts or omissions of third parties providing such programmes or services directly to You unless otherwise stated. This limitation extends to directors, employees, agents and sub-contractors of the Club Administrator and in no event shall the Club Administrator be liable for special, indirect, consequential or punitive damages. The Club Administrator accept no responsibility for the acts or omissions of third parties providing such programmes or services directly to You unless otherwise stated. Nothing in these Club Rules shall exclude a party's liability for death or personal injury arising from that party's negligence.

20. INDEMNITY

The Club Administrator and/or its affiliated companies shall not be responsible or liable for loss (including loss of profit), damage or injury (whether direct, indirect or consequential) howsoever arising whether arising from breach of contract, tort, breach of statutory duty or otherwise caused to a Club Member's Accommodation or to any person occupying a Club Member's Accommodation and the Club Member therefore agrees to indemnify and keep indemnified the Club Administrator and/or its affiliated companies from and against such loss, damage or liability and legal fees and costs incurred by the Club Administrator and/or its affiliated companies.

21. RIGHTS OF CLUB ADMINISTRATOR

The Club Administrator may waive the application of any requirement, including Transaction Fees, otherwise existing in the Club Documents. When a Member uses his/her Points to make a Reservation those Points are assigned to the Club Administrator for its use in promoting and operating the Club. The Club Administrator may use those Points to make a Reservation of Network Accommodation or Owner's Accommodation or to otherwise use or deal with those Points at its sole discretion. Based upon anticipated demand, the Club Administrator exchanges Network Accommodation in the RCI Points Network for Network Accommodation in the Exchange Programme. Further the Club Administrator may, at any time, make available to non-Members the Network Accommodation or Owner's Accommodation it reasonably determines will likely go unused.

22. CLUB INTEGRITY

In addition to all other rights provided in this Agreement, the Club Administrator shall have the right to take such actions, as determined by the Club Administrator in its discretion, to ensure the continuing integrity of the Club. Such actions may include, but not be limited to, restricting Members' ability to access, restricting the timing or amount of Points that may be saved or borrowed, and adjusting the Points value of Accommodation.

23. AMENDMENT

The Club Administrator may amend these Club Rules at any time. Notice of any amendment affecting Members shall be delivered by the Club Administrator to each Member at the last known mailing address. Alternatively, notice of amendments may be made by newsletter, publication, annual mailings or e-mail. An amendment will be effective on publication or mailing whichever is soonest.

24. DISSOLUTION

- (a) The Club shall continue in existence without limit as to time (subject to any applicable perpetuity period) unless terminated or wound up earlier by the Club Administrator or its associated companies. No less than 12 months' notice shall be given to Members in the event that the Club shall be so terminated or wound up and give such information and direction as to the procedure therefore as it, in its reasonable discretion, determines. In the event of the Club being terminated for any reason, then the Club Administrator and/or the Network Administrator may, at their discretion:
- (b) procure the transfer of Points (and the Deposited Accommodation underlying such Points) to an alternative or replacement Club established or operated by the Club Administrator or its associated companies or any third party; or
- (c) sell or procure the sale or disposal of such Points and distribute to the Members (as the Club Administrator considers appropriate) the proceeds of sale of the same (after deduction of all reasonable fees, expenses and taxes incurred in connection with such sale); or
- (d) procure the release of the Deposited Accommodation underlying such Points back to the Affiliate or to the Members (as appropriate) who are entitled to the Deposited Accommodation concerned (in a manner considered fair and equitable by the Administrator) at which point cancellation of the corresponding Points issued in respect of such Deposited Accommodation shall take place.

25. EXCLUSIVE JURISDICTION

These Club Rules shall in all respects be interpreted and construed in accordance with and governed by the laws of England, and any action at law or in equity under these Club Rules shall be submitted to the exclusive jurisdiction of the English courts.

SCHEDULE 1

The Fees and Charges currently payable (as at 1st December 2011) are as follows:

	€	£
Transaction Fees		
*Standard Reservations: (Booked through call centre)		
8 nights or more:	219	153
5 nights or more stay:	146	102
4 nights or less:	34 per night	23 per night
(Booked online)		
8 nights or more:	209	143
5 nights or more:	136	92
4 nights or less:	34 per night	23 per night
Rental Points (per point)	0.0150	0.0100
Extend points:		
Up to 100,000 points	49	39
Per point fee for transactions of more than 100,000	0.0005	0.0004
Guest Certificate:	50	37
Borrowing Points:	Free	Free
Saving Points at End of Use Year:		
If Reservation Made During Use Year:	Free	Free
If No Reservation Made During Use Year:	38	26

***Standard Reservations Transaction Fees apply when reserving Network Accommodation or Owner's Accommodation.**

The above fees may vary for corporate participation or other programmes offered by or through the Club Administrator. From time to time, in order for the Club Administrator to obtain more favorable inventory for its Members, the Club Administrator may waive certain fees. In addition, the Club Administrator reserves the right to increase or decrease fees or to charge fees in addition to those outlined above, including fees relating to a Member's Points. Members will be advised by the Club Administrator of any fee changes in the same manner by which the Club Administrator informs Members of amendments to the Club Rules.