

Schedule 3

RCI Vista Holidays Programme Terms and Conditions of Membership

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 had the legal right to own, occupy or use accommodation ("Holiday Ownership") in a resort or holiday plan which was affiliated to RCI (an "Affiliated Resort") and who was accepted for Membership of RCI or who has used the RCI Exchange System ("Members" or "you").
- 1.2 These Terms of Membership will apply to all programmes or services offered by RCI to Members, travelling companions and their guests ("Guests") who is entitled to access the RCI Vista Holidays programme ("RCI Vista Holidays Programme") together with any other applicable terms and conditions notified to you by RCI.
- 1.3 Access to the RCI Vista Holidays Programme shall be granted solely to Members who have lost their legal right to Holiday Ownership at an Affiliated Resort due to circumstances beyond the Members control. Such circumstances may include, but are not limited to, the financial distress or insolvency of the Affiliated Resort, refurbishment or redevelopment of the Affiliated Resort, the Affiliated Resort ceasing to operate as a timeshare, or other similar events. Eligibility under these Terms of Membership shall be determined at RCI's sole discretion. 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.
- 1.4 Other 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. RCI VISTA HOLIDAYS PROGRAMME

- 2.1 Subject to clause 1.3 above, Members who pay the appropriate fees referred to in these Terms of Membership on time and otherwise comply with these Terms of Membership will be permitted to participate in the RCI Exchange System under the RCI Vista Holidays Programme by using their Trading Power assigned to a Vista Holidays Membership to gain access to benefits from exchanging in the RCI Pool.
- 2.2 The RCI Directory of Resorts will be made available for Members to access from time to time. This will be in the format determined by RCI from time to time – which includes publication on RCI's website or in other electronic formats at RCI's discretion.
- 2.3 Options available to Members for the exchange of holiday rights and the procedures and conditions governing them are set out on RCI's website and may be set out in other RCI publications from time to time. Such procedures and conditions are incorporated in these Terms of Membership in their entirety.
- 2.4 RCI may create specific programmes for Members which may offer additional or alternative benefits and terms. These may include but are not limited to, alternative prices, access to discounts and access to products and services not generally available. Eligibility for Membership of these programmes will be determined by RCI at its discretion and may include Membership at specific resorts or specific types of resorts or locations. In some cases, additional fees may be charged in connection with such programmes. RCI may at its sole discretion suspend, amend, cease to offer or limit access to such programmes and/or their benefits and terms. Such programmes may be subject to additional or alternative terms which will be notified to the Member at the time they enrol. Some products and services available through such programmes may be provided by third parties and may be subject to the separate terms and conditions of such third parties.
- 2.5 RCI will give Members details of how to contact it in relation to the services it provides. These contact details may change from time to time. RCI will determine at its sole discretion the contact details and locations from which it provides services to Members and the medium in which it will communicate with members in relation to its services (e.g. email, telephone etc.). It is likely (although not certain) that Members will be serviced from locations in the overall regions in which they are resident (for example a Member resident in France is likely to be serviced from a location in Europe however, RCI cannot commit that it will be able to service Members, whether online or otherwise, in any specific language). Prices, products, services and benefits may vary depending on where the Member lives.

3. YOUR FINANCIAL PROTECTION

The RCI Vista Holidays Programme is not covered by any Scheme of Financial Protection and does not form part of a package regulated by the Package Travel and Linked Travel Arrangements Regulations 2018 (or any replacement of those regulations).

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 Vista Holidays 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 specifically and separately in writing by RCI) in relation to any Affiliated Resort, the title of the owner or trustee of any Affiliated Resort or in relation to the management or financial position of any Affiliated Resort. RCI does not own, control or in any way manage any Affiliated Resorts. Members must make their own enquiries and satisfy themselves on such matters.
- 4.3 RCI is a provider of exchange services and does not develop, sell or market Holiday Ownerships. However, there is a contract between RCI and each Affiliated Resort enabling previous owners of Holiday Ownership at an Affiliated Resort to apply for Membership of RCI.
- 4.4 If an Affiliated Resort does not fulfil its contractual obligations to RCI or if the resort affiliation agreement with it ends for any reason, then a resort may lose its Affiliated Resort status.
- 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 but not limited to, facilities, amenities and services, is solely derived from information produced and provided by the relevant Affiliated Resort. You should be aware that facilities, amenities and services provided at the Affiliated Resort may be withdrawn without notice at the discretion of the Affiliated Resort or may be restricted at certain times of the year. Members must make their own enquiries about a resort description and satisfy themselves that an Affiliated Resort will meet all their needs, particularly if travelling out of season. Although RCI makes reasonable efforts to ensure that resort information published on behalf of Affiliated Resorts by RCI is accurate and up to date, RCI cannot accept responsibility for publishing and/or repeating any inaccurate, incomplete or misleading information provided by any Affiliated Resort, 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, sign and submit an Exchange Membership Contract to RCI in the prescribed form (such contract should be submitted either by yourself personally or on your behalf);
 - 5.1.3 pay the applicable Membership fee to RCI (such fee should be paid either by yourself personally or on your behalf) at the time specified by RCI; and
 - 5.1.4 have your Exchange Membership Contract accepted by RCI.

- 5.1.5 Membership must be in the name of the natural person.).
- 5.2 We reserve the right to refuse any application for RCI Membership/Exchange Membership Contract at our discretion (including where RCI may already have signed it) including without limitation where we are 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 Your RCI Membership subject to these terms starts on the day of the month on which (a) RCI has received, processed and accepted the Exchange Membership Contract signed by you and by RCI; and (b) RCI has received the applicable Membership fee. RCI may terminate/refuse your RCI Membership after it has signed the Exchange Membership Contract in the event that we do not receive the applicable fee or if we opt to do so under 5.2.
- 5.4 Membership runs on an annual basis, starting on the day of the month set out in 5.3 and expiring on the last day of that month in the year of expiry.
- 5.5 Where there were previously up to 2 co-owners of Holiday Ownership who live at the same address, such 2 previous co-owners ("Co-Members") may apply for one Membership. You must nominate a lead Member to act as our principal contact for matters relating to your Membership.
- 5.6 RCI shall be permitted to take instructions from and disclose information about your Membership to either Co-Member.
- 5.7 If we are given conflicting instructions from Co- Members of the same Membership, 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 Members, we may at our reasonable discretion suspend or cancel (with an appropriate refund) exchange privileges relating to your Trading Power or may terminate your Membership unless such instructions can be promptly reconciled or resolved.
- 5.8 Your Membership of the RCI Exchange Programme is personal to you and cannot be transferred or sold.
- 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 Any refunds that RCI (in its discretion) makes will be made 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 a written reminder, we reserve the right to suspend your Membership until all fees due to RCI have been paid. During the period of your suspension you will not be entitled to receive any of the benefits of RCI Membership including the right to exchange. Please see also Terms 16.1.3 and 16.2 of these Terms of Membership which give us the right to end your Membership in these circumstances. Where you do not pay to renew or extend your Membership by the due date we also reserve the right to charge a reinstatement fee in addition to the applicable subscription fee, this may vary and payment of this reinstatement fee is also a condition of renewal.
- 7.4 We reserve the right to refuse to renew a Membership, 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.
- 7.5 We may at any time set off any amounts we owe you against any amounts you owe us. We may also apply any monies we receive from you to discharge amounts you owe us on any account. Without limitation, we may apply exchange and other fees we receive from you in payment of Membership fees.
- 8. EXCHANGE SYSTEM PRIORITIES**
- 8.1 "Trading Power" is the value assessed by RCI and assigned to you or the value derived from deposit credits in accordance with these terms.
- 8.2 RCI, at its sole discretion, may re-evaluate the value assigned to Trading Power.
- 8.3 "Exchange Trading Power" is the value you require to obtain the use of a particular unit of available exchange accommodation which has been deposited by another Member in the RCI Pool (or which is otherwise available for exchange). Exchange Trading Power is subject to change based on system activity and the factors listed in this clause 8 and the Exchange Trading Power of any particular exchange accommodation in the RCI Pool may differ from its

Trading Power

- 8.4 In fulfilling an exchange request, RCI will compare the Trading Power assigned to you to the Exchange Trading Power of the specific exchange accommodation deposited in the RCI Pool that you would like to obtain. If the Exchange Trading Power is less than or equal to the Trading Power assigned to you, then an exchange may occur, subject always to the other terms which apply.
- 8.5 In deriving Trading Power and Exchange Trading Power, RCI considers such factors as:
- (i) the demand, supply, classification, grouping and utilisation of the Holiday Ownership rights deposited in the RCI Pool, and the Affiliated Resorts and geographic regions associated with the Holiday Ownership rights deposited in the RCI Pool;
 - (ii) the seasonal designation of the Holiday Ownership rights deposited in the RCI Pool;
 - (iii) the size and type of the unit concerned (i.e. number of bedrooms, kitchen type and maximum/private occupancy of the physical unit);
 - (iv) comment score cards that RCI compiles from comments submitted by Members who visit the Affiliated Resort where the Holiday Ownership rights are located;
 - (v) the date of deposit and the start date of the deposited Holiday Ownership rights.
- 8.6 RCI may at its sole discretion enter into agreements with Affiliated Resorts to assign Trading Power to certain units of accommodation deposited in the RCI Pool based on a derived average Trading Power for such units.
- 8.7 In addition, exchange accommodation/Holiday Ownership rights deposited in the RCI Pool are shared regionally to facilitate Member exchanges. RCI may set aside or reserve exchange accommodation deposited in the RCI Pool to match regional reservation requests and other anticipated demands.
- 8.8 RCI may in its discretion apply further restrictions or changes to the exchange process as required by Affiliated Resorts.
- 8.9 Inventory is subject to availability and is offered on space available, first-come, first-served basis except as otherwise indicated in these terms. All confirmed exchanges are contingent upon the member requesting the exchange having sufficient Trading Power to obtain the desired Inventory. The earlier an exchange request is made, the better the possibility a confirmed exchange can be obtained.

9. TRADING POWER AND CREDITS

- 9.1 You may be able to extend the useful life of the Trading Power or a deposit credit by requesting an extension, in increments of one or three or six months, up to and including a maximum extension of one year. RCI may require a service fee for each extension. RCI reserves the right to discontinue offering extensions, to modify the terms of extensions, and to change the fee for extensions at its sole discretion. Any charge for extensions will be posted on RCI's website at www.rci.com.
- 9.2 If the Exchange Trading Power of a confirmed exchange is less than the Trading Power assigned to you and used to affect the exchange, RCI may provide you with a "deposit credit" that can be used towards a future exchange.

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 or any higher age limit set by the Affiliated Resort.
- 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 other Members in the RCI Pool which are acceptable to you. We therefore cannot guarantee that any particular request for a resort, area, country 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 or email from 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.
- 10.8 A Member may seek a confirmed exchange if the start date of the requested exchange falls within the one (1) year validity period of the Trading Power or Deposit Credit used to confirm the exchange request. Where a Member makes a requested exchange and the start date of such request exchange falls outside the one (1) year validity period, Member must hold a valid and active Membership at the time of travel.

11. USE AND ALLOCATION OF EXCHANGE ACCOMMODATION

- 11.1 Members accept that accommodation may vary in unit size, design, fixtures, furnishings, amenities, presentation 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 and/or Guests must occupy and use any accommodation into which they have exchanged in a responsible, careful and safe manner.
- 11.4 Members are responsible for any damage caused by them and/or by their Guests whilst staying at an Affiliated Resort.
- 11.5 You and/or your Guests must comply with all the Affiliated Resort's rules and bye-laws.
- 11.6 You and/or your Guests must replace any missing or damaged items in your unit on departure or the Affiliated Resort may charge you and/or your Guests for replacement or may retain a proportion of or all of any deposit taken.
- 11.7 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 require the party to leave.
- 11.8 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.
- 11.9 You must comply with check-in and check-out times. If you and/or your Guests are going to arrive outside the check-in day and/or time set out in your confirmation, the Affiliated Resort must be contacted directly to make alternative check-in arrangements, subject to availability. The Affiliated Resort may levy a charge or impose other conditions for any accommodation outside the days specified on the confirmation.
- 11.10 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.

12. GUESTS

- 12.1 An exchange confirmation can be used only by the Member for exchange in the RCI Exchange System, unless the Member gives the exchange confirmation to a friend or family Member by purchasing a Guest Certificate from us at the Guest Certificate fee current at the date of issue. Additional terms may also be applied to Guest Certificates and their use from time to time. Please read your Guest Certificate carefully.
- 12.2 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.
- 12.3 Guest Certificates can only be used by the person(s) named on them. at least one of whom must be over the age of 18.
- 12.4 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.
- 12.5 Guest Certificates are non-transferable and must not be used for any commercial purpose, including rental, sale or onward exchange to a third party. RCI may cancel any Guest Certificates it believes have been sold or otherwise used for any commercial purpose and/or any confirmed exchange(s) to which the Guest Certificates in question relate. In such circumstances RCI shall have no obligation to pay any refund.
- 12.6 The use of Guest Certificates is also subject to any conditions, restrictions, limitations or charges imposed by the relevant Affiliated Resort.
- 12.7 Members are liable for all acts, omissions 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.
- 12.8 Guests must not pretend to be Members during their stay.
- 12.9 Guest Certificate fees are non-refundable.

13. CANCELLATION OF YOUR EXCHANGE BY YOU

- 13.1 You can cancel a confirmed exchange at any time before its start date by contacting us either in writing (by letter, email or through an online facility) or by

telephone. Confirmed exchanges cannot be cancelled on or after their start dates.

- 13.2 You will receive a refund of your exchange fee (and the restoration of the Trading Power you used to make the exchange) only if we receive notice of cancellation by the end of the business day immediately following the day on which you notified us that you wished to accept the exchange concerned. Please note, refunds of exchange fees and restoration of Trading Power are not available if you cancel less than two days before the start of your exchange.
- 13.3 If you cancel your exchange at any time before its start date, you can request another exchange. You will need to pay the exchange fee for the new exchange and if you cancel after the Cancellation Period, your Trading Power will be reduced as described in clause 15.2.
- 13.4 See www.rci.com for current details of our Trading Power Protection Product which offers the opportunity to protect your Trading Power. Additional terms apply. We RCI reserve the right to withdraw such product from sale.

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 with immediate effect if:
- 14.1.1 any payment made by you (or on your behalf) to us is rejected by your bank or credit card company; or
- 14.2 We 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, the failure or closure of an Affiliated Resort or any natural disaster, fire, storm, extreme weather event, flood, epidemic, volcanic activity, act of God, civil unrest, war, strike, 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 may (at our discretion if such an equivalent is readily available) offer you an equivalent alternative exchange. If we do not choose to do so then 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 with no reduction in the Trading Power
- 14.4 RCI reserves the right at its option 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, using it 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 sufficient time, 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.

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, or the accommodation the subject of an exchange, or any relevant travel arrangements;
- 16.1.3 you fail to pay on time the applicable fees (including any applicable reinstatement fees) due to RCI to renew or extend your Membership. Please see also Term 7.3.
- 16.1.4 you choose to issue legal proceedings against RCI or any of its associated companies; 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.
- 16.1.6 your continued Membership is or becomes contrary to any law, rule, regulation or statutory instrument or if we are required to terminate it by any judicial, governmental, regulatory or law enforcement body or court.
- 16.2 Where we suspend your Membership for non-payment in accordance with Terms 16.1.2, 16.1.3 and/or 7.3 we also reserve the right to terminate your Membership at our option at any time in the event that outstanding payments remain unpaid. Suspended Members may be readmitted to full Membership on payment of all outstanding sums and completion of any required documentation. Any Membership suspended for non-payment will (unless terminated earlier by RCI) automatically terminate without further notice on the 4th anniversary of the date on which your unpaid subscription first became due. For the avoidance of doubt suspended Members are not entitled to any benefits of RCI Membership during the period of suspension.
- 16.3 Where a confirmed exchange is cancelled on termination due to your breach of these Terms of Membership, your exchange fee will be forfeited.
- 16.4 On termination, we will refund any subscription fee paid in advance by a Member (but not on your behalf) less the **full year's** fees for each year or part year in which you have been a Member (or since the last renewal) unless termination is due to your failure to pay any sums due, to comply with these Terms of Membership or is because your Membership has been terminated under 16.1.7. In all of these cases you will not be entitled to any refund.

17. IF YOU HAVE A COMPLAINT

- 17.1 RCI does not own, manage or operate Affiliated Resorts and is not liable for their description, services and/or presentation. 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 local RCI help desk as soon as possible by telephone or by

- email.
- 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 RCI Europe Call Centre Ireland Ltd, Office O112, Acorn Business Centre and Mini Storage, Mahon Industrial Estate, Cork T12 K7CV, Ireland or by emailing customerservices@europe.rci.com 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.**
- 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 As RCI is not responsible for and does not own, manage or operate any Affiliated Resorts we cannot accept any liability for any act or omission on the part of any Affiliated Resort or of anyone employed by or representing an Affiliated Resort. Your use of Affiliated Resorts may be subject to additional terms and conditions imposed by the Affiliated Resort. RCI's maximum liability if we are found to be at fault in relation any service we provide (as opposed to any service or accommodation provided by the Affiliated Resort for which we are not responsible) is limited to 3 times the sums received by us for the exchange in connection with which we are found to be at fault. We do not exclude or limit any liability for death or personal injury which arises as a result of our own negligence or that of RCI employees whilst acting in the course of their employment or for our own criminal act.
- 19.2 RCI is not liable for any damage, loss, or theft to personal property which occurs through your or your Guests' 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 Vista Holidays 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.
- 19.7 RCI cannot be liable if it is prevented from carrying out its duties under these Terms as a result of events beyond its control. These include, but are not limited to: strikes, any failure of or by an Affiliated Resort, natural disasters, terrorism, war, riot, malicious damage, compliance with law or any governmental or judicial order, rule or regulation, accident, breakdown of equipment or systems, utility failure, fire, flood, snow, storm or extreme weather, volcanic events and any other circumstances affecting the supply of exchange services.
- 20. COMMUNICATING WITH YOU**
- 20.1 RCI processes such personal data and responds to requests you may have concerning personal data in accordance with its Privacy Notice, available at www.rci.com.
- 21. OTHER SERVICES**
- 21.1 These Terms of Membership do not apply to any services made available by RCI other than exchanges under the RCI Vista Holidays Programme.
- 21.2 Without limitation, RCI does not provide flights, coach or train travel, car hire, insurance, ferries, cruises and tours. Such services may be purchased from independent third party suppliers and will be subject to the terms and conditions of the suppliers concerned.
- 21.3 RCI reserves the right to vary, withdraw or add to the services it provides at any time, with or without notice.
- 22. VARIATIONS**
- 22.1 These Terms of Membership, the RCI Vista Holidays Programme, seasonal designations and RCI's procedures for carrying out exchanges may be changed by RCI at its sole discretion from time to time. Members will be notified of any such changes by publication on RCI's website(s) and such changes will be effective as soon as they are published.
- 22.2 The fees and prices charged by RCI (including without limitation the Subscription Fee, the exchange fee, the Guest Certificate fee and the Reinstatement fee) are subject to regular review by RCI on 1st January every year and any fee/price changes resulting from this review will take effect immediately. RCI may also change any of its prices and fees at any other time. Such price and fee changes will be published on RCI's website (or notified to Members by letter or e-mail) and will be effective once so published or notified.
- 22.3 RCI in its sole discretion may charge Members in their local currency and may further require payment in such local currency. Fees may vary from time to time due to the inclusion of any applicable government charges or taxes. From time to time and as determined by RCI in its sole discretion, RCI may waive, reduce or discount any of its fees or prices.
- 22.4 Please see RCI's website(s) for our latest Terms of Membership. The latest Terms of Membership published on RCI's website(s) supersedes and replaces all prior versions.
- 22.5 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, on RCI's website, in other RCI publications generally or by letter or e-mail.

REGISTERED OFFICE
RCI Europe
Unit 4 The Business Exchange,
Rockingham Road, Kettering,
Northants, England, NN16 8JX,
England. Registered in England
and Wales. Registered No:
1148410