1. INTRODUCTION

1.1 These Terms of Membership set out the legally binding contract between RCI India Pvt Ltd (“RCI” or “we”) and each person who has or has had the legal right to own or use any Holiday Ownership (“Holiday Ownership”) in a resort or holiday club (“Affiliated Resort”) which has or was affiliated to RCI (an “Affiliated Resort”) and who applies or is or was accepted for membership of RCI or who uses or has used the RCI Exchange Programme or RCI’s other programmes (“Members” or “you”).

1.2 “Corporate Participant” refers to a Member whose fees for an enrolment and renewal are paid to RCI by an entity or organization with which RCI has a contractual agreement to offer the RCI Exchange Programme or RCI’s other programmes and not by the Member themselves.

1.3 These Terms of Membership will apply to all programmes or services offered by RCI to its 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.

1.4 Your decision to buy Holiday Ownership should be based primarily on the benefits that can be gained from the ownership, use and enjoyment of your Holiday Ownership at the Affiliated Resort or on the anticipated benefits of exchanging it through the RCI Exchange Programme.

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

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

1.7 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 EXCHANGE PROGRAMME

2.1 Members who pay the appropriate fees referred to in these Terms of Membership and otherwise comply with these Terms of Membership will be permitted to participate in the RCI Exchange Programme. Some limited exceptions may apply such as in the case of a Corporate Participant whose fees have been fully paid by an authorized third party.

2.2 The RCI Directory of Resorts and other RCI publications 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 brief.

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.

2.5 From time to time RCI may offer Members the choice, for an additional fee, to enroll in “Premium” membership arrangements which offer additional benefits. Such benefits may include but are not limited to discounts on last minute unit upgrades, advice to arrival, advance notice to certain inventory, and rebates on other products and services. Fees and benefits for “Premium” memberships will be determined by RCI and may change from time to time with advance notice to the member. RCI, at its sole discretion, may suspend, amend, cease to offer or otherwise limit any “Premium” membership options at any time. Such “Premium membership” options are subject to additional terms and conditions. Details of which will be available on www.rci.com. Some products and services available to “Premium” Members may be provided by third parties and may be subject to separate terms and conditions of such third parties.

3. YOUR FINANCIAL PROTECTION

The RCI Exchange Programme is not covered by any applicable Scheme of Financial Protection and does not form part of a package holiday regulated by any law for the time being in force in India (if any).

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 and satisfy themselves on such matters.

4.3 At the time of publication, RCI does not develop, sell or market Holiday Ownership. 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 fill its contractual obligations to RCI or if the resort affiliation agreement ends for any reason, the resort may lose its Affiliated Resort status. RCI may at its sole discretion 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 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 for details of which an Affiliated Resort will meet all their needs, particularly if travelling out of season. Although RCI makes reasonable efforts to ensure that research and publication of information about 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 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, 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 Your RCI Membership subject to those terms takes effect from the date we write to notify 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 an Affiliated Resort. A separate subscription fee is payable if you own Holiday Ownership 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. You must nominate a lead member to act as our principal contact for 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 resolved or recorded.

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

5.12 We will send one set of RCI publications to each specified member’s address.

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

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 your renewal instructions together with the renewal fee.

7.3 If payment is not made by the due date specified on the written reminder, we reserve the right to charge an applicable reinstatement fee in addition to the applicable subscription fee, and payment of the applicable 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 18 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 possible in the event that you sell or transfer your legal right to any Holiday Ownership.

8.2 If you own ownership at a Holiday Ownership that is subject to any outstanding deposit for a future date in the RCI Pool and you wish to sell 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, and the sale or transfer of your Holiday Ownership 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 to the last date of the Holiday Ownership rights deposited and the final date of the exchange requested, whichever is the later; and
11.1 To receive the maximum Deposit Trading Power, you are required to follow the process as required by Affiliated Resorts. If you reserve exchange accommodation deposits for 91 days or from the date of deposit including the initial day of deposit and shall not be available for any other purpose, including without limitation, to reserve a vacation or for any other reason. Affiliated Resort may refuse to accept any other reservation requests and other anticipated demands.

11.2 Each deposit of Holiday Ownership rights made by you or on your behalf for the purpose of an exchange made more than 10 months in advance of the start date of such Holiday Ownership rights shall be available exclusively for exchange by Members of the applicable group of resorts. If a deposit for an exchange is combined with other deposits made to affect the terms regarding the combined deposits, and to change the fee(s) for combining at its sole discretion. Any charge for deposit extensions will be posted on RCI's website at www.rci.com.

11.3 You may be able to use the useful life of a deposit of your Holiday Ownership rights, a deposit credit or a combined deposit by requesting a deposit extension, in increments of three or six months. RCI may refuse to grant a deposit extension. RCI reserves the right to discontinue offering deposit extensions, to modify the terms of deposit extensions, and to change the fee for deposit extensions at its sole discretion. Any charge for deposit extensions will be posted on RCI’s website at www.rci.com.

11.4 If the Exchange Trading Power of a confirmed exchange is less than the Deposit Trading Power assigned to the deposit of the Holiday Ownership rights deposited in the RCI Pool, RCI may provide you with a “deposit credit” that can be used towards a future exchange.

11.5 You may be able to combine two or more deposits of your Holiday Ownership rights and deposit credits; thereby receiving one new “combined deposit” that has a Deposit Trading Power reflecting the sum of the individual Deposit Trading Power used to make the combined deposit. RCI may charge a service fee(s) for combining in this way. RCI reserves the right to discontinue offering combined deposits, to modify the terms regarding the combined deposits, and to change the fee(s) for combining at its sole discretion. Any fee(s) for combined deposits will be posted on RCI’s website at www.rci.com.

11.6 If you request an exchange into the resort where your Holiday Ownership rights are located or any associated group of resorts you will receive priority over other Members that do not own Holiday Ownership rights at that resort who have requested a resort providing that you have the requisite Deposit Trading Power with which to obtain the exchange.

11.7 Clause 11 may not be made available to all members. Please contact RCI call centre for more information.

12.0 REQUESTING AN EXCHANGE

12.1 You must (upon receipt of intimation by us in this regard (if any)) pay in advance the exchange fee current on the date of request for each exchange requested.

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

12.3 At least one member of your exchange party must be 18 years or older (21 years or older for travel to the USA) or the age limit of the Affiliated Resort.

12.4 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 resort for a request, 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.

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

12.6 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.

12.7 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.

13.0 USE AND ALLOCATION OF EXCHANGE ACCOMMODATION

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

13.2 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.

13.3 Members and/or Guests must occupy and use any accommodation into which they have exchanged in a responsible, careful and safe manner.

13.4 Members are responsible for any damage caused by them and/or by their Guests whilst staying at an Affiliated Resort.

13.5 You and/or your Guests must comply with the Affiliated Resort’s rules and byelaws.

13.6 You and/or your Guests must replace any items missing from your unit on departure or the Affiliated Resort may charge you and/or your Guests for replacement or retain a proportion or the entire deposit.

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

13.8 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 in accordance with the terms and conditions relating to the unit.

13.9 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 times 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.

13.10 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 government issued Photo identification.

13.11 GUESTS

14.0 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 grants 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.
14.2 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.

14.3 Guest certificates can only be used by the person(s) named on them and must be signed by the person(s) of 18 years or older or age of 21 years or older for travel to USA.

14.4 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.

14.5 Guest certificates are non-transferable and must not be used for any commercial purposes or onward exchange by third party.

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

14.7 Members are liable for all acts, omissions and/or defaults of their Guests whether occurring in connection with a membership or their Guests (excluding any acts or omissions of alternative accommodation, related services, or expenses unpaid by them), for any charges relating to the booking or its cancellation, for compensation of the accommodation by more than its maximum occupancy and for replacing any missing items.

14.8 Guest certificates are non-refundable in case of cancellation.

15. CANCELLATION OF YOUR EXCHANGE BY YOU

15.1 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.

15.2 If you have made a deposit in writing (by letter, facsimile or email) or by telephone and we have notified you to us by us, you will receive a refund of your exchange fee only if we receive notice of cancellation by the end of the business day on which you notified us 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).

15.3 If we may be notified in writing (by letter, facsimile or email) or by telephone and we have notified any exchange and therefore before its start date, you may request another exchange against the Holiday Ownership rights which you have already deposited in the RCI Pool; however, the Deposit Trading Power of your ownership rights may have reduced.

15.4 If you cancel your exchange with less than 2 business days’ notice before its start date, you may request another exchange against the Holiday Ownership rights which you have deposited in the RCI Pool.

16. CANCELLATION OF YOUR EXCHANGE BY US

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

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

16.1.2 you have not paid any maintenance fee assessments or other similar charges relating to your Holiday Ownership by the due date for payment and/or RCI not getting a week's deposit (from Affiliated Resort) to your home resort.

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

16.3 Where such circumstances as outlined in Term 16.2 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 the Trading Power of your Holiday Ownership rights.

16.4 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:

16.4.1 misuse of a confirmed exchange; or

16.4.2 misuse of a guest certificate by the Member or his/her Guest(s) (in particular, but not limited to, the Member or his/her Guest(s) committing any breach in the terms, conditions and rules for the use of the product and services of any of the products and services requested; to keep you or your Guests informed of the availability and details of exchange or other accommodation or of related travel services offered by RCI and all relevant Member and/or presentation. Any complaints about accommodation or the services provided at the Affiliated Resort shall have been given. Note: Please refer to Term 21 below which outlines our liability to you.

16.5 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, RCI India Pvt. Ltd, Pine Valley, First Level Embassy Golf Links Business Park, Off Intermediate Ring Road, Bangalore 560 071, India, or by emailing indiarci@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.

20. DISPUTES

Disputes arising out of or in connection with this contract which cannot be amicably solved by mutual agreement shall be submitted to the jurisdiction of the courts of the country of your residence. Disputes arising out of or in connection with this contract which cannot be amicably resolved by mutual agreement shall be submitted to the jurisdiction of the courts of the country of your residence.

21. OUR LIABILITY TO YOU

21.1 If you or any Guest suffers any loss or damage through use of the RCI Exchange Programme, however it may arise, and you or any Guest has received no benefit from the exchange, 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).

21.2 RCI is not liable for any damage, loss, or theft to personal property which occurs through your or your Guests’ use of the RCI’s services for a period of up to five years after their deposit has been received by RCI.

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

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

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

21.6 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.

22. COMMUNICATING WITH YOU

22.1 RCI is the sole controller of all data held in relation to Members and their Guests 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 subject to India’s data protection laws only.

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

22.3 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 other offers from us which may be of interest to you or your Guests; to contact you or your Guests or those of your Guests you have made use of related travel services offered by RCI, up to five years from the date of use of such services, unless you write to us to that effect; and for our own administration, management, marketing analyses and operational reviews.

22.4 You agree that RCI, or any associated companies or third parties authorized by RCI, 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 and other suppliers) such information as may be necessary to do so.

22.4.1 We provide you or your Guests with products and services you or they have requested; or

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

22.4.3 notify you of travel or other services or products which we believe may be of interest to you.

22.5 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 Data Protection Laws applicable in India.

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

22.7 We shall be entitled to rely on your Guests’ consent to receive information regarding such products and services for a period of up to five years after their occupation and use of accommodation at an Affiliated Resort, or if your Guests have suspended your membership until notification is received that you have paid all the outstanding amounts owed.

18. 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.

19. IF YOU HAVE A COMPLAINT

19.1 RCI does not own 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.

19.2 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 incurred by Members or their Guests where such Members or their Guests have complained about accommodation or the services provided at the Affiliated Resort unless prior authorization from RCI’s office in Bangalore or the nearest RCI local servicing office has been given. Note: Please refer to Term 21 below which outlines our liability to you.

19.3 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, RCI India Pvt. Ltd, Pine Valley, First Level Embassy Golf Links Business Park, Off Intermediate Ring Road, Bangalore 560 071, India, or by emailing indiarci@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.
made use of related travel services offered by RCI, up to five years from the date of use of such services, unless your Guests write to us to let us know otherwise.

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

23. **OTHER SERVICES**

23.1 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.

23.2 RCI reserves the right to vary, withdraw or add to the services it provides at any time, with or without notice.

24. **VARIATIONS**

24.1 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 by publication on RCI’s website(s), RCI Publications, by letter, e-mail or other electronic media. No such changes will take effect until they have been so published.

24.2 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 or other RCI publications produced for Members from time to time, or by letter, e-mail or other electronic media.

24.3 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.

24.4 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, on RCI’s website, in other RCI publications generally or by letter or email.