



TIMESHARE
RESALES

at Club La Santa

BUYER'S RESERVATION FORM

Full Name(s)

Address

Country

Tel Mobile Fax

E-mail (Required)

ITSO/National Timeshare Organisation Membership Number

ITSO SERVICE OFFICE
Club La Santa
Avenida Krogager
35560 Tinajo-Lanzarote
Canary Islands, Spain

Tlf: +34 928 59 99 95
(+when you hear tone, 4202)
Fax: +34 928 59 99 97
Mobile: +34 636 277 307

Mail: roger@clublasanta.com
Website: www.clublasanta-timeshare.com

| Apartment | Week | Location | Day/Country | Prices (euros) |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

I/WE WISH TO RESERVE the above Timeshare Week(s) at the prices shown above. I/We agree to the Terms and Conditions below and as attached and to pay a Reservation Fee as set out in the TIMESHARE RESALES Fees document current at the date of reservation.

Buyer(s) signature(s)

Date 14 Day Cooling-Off Period ENDS

PLEASE RETURN THIS FORM AND PAY YOUR RESERVATION FEE TO TIMESHARE RESALES at the above address. Payments must be made in accordance with the TIMESHARE RESALES "Payments" document current at the date of reservation.

IMPORTANT - PLEASE NOTE:

- Please see Our "Payments" document and Bank Details for instructions on how to pay the Reservation Fee.
- The Reservation Fee is NON-REFUNDABLE. After signature of a Buyer's Reservation Form and payment of the Reservation Fee, You will have a 14 calendar day "Cooling Off" Period, during which You have the right to cancel. If You decide not to buy, You must inform Us in writing that You wish to cancel, before the end of the 14 day "Cooling Off Period". **IF YOU DO NOT DO THIS, YOU WILL BE LEGALLY BOUND TO PROCEED WITH THE PURCHASE.**
- After the Cooling Off Period, assuming that You wish to proceed, You will receive a Transfer of TSO-SHIP for signature by You. The Seller must also sign a Transfer of TSO-SHIP and We will deal with this for You with the Seller.
- Payment of the price due from You to the Seller must be made to Us within 7 days of the end of Your Cooling-off Period (date as shown above) at the latest. **All payments must be made to Us by bank transfer in euros only** in accordance with Our "Payments" document and Bank Details current at the date of payment.
- PLEASE REMEMBER THAT IT IS Your RESPONSIBILITY TO PAY THE SERVICE FEE TO CLUB LA SANTA BEFORE THE 3 MONTH DEADLINE (Note: the deadline is 5 months for TSO's travelling with Club La Santa from Denmark - 7 months in holiday periods).**



TIMESHARE RESALES - Terms and Conditions

AGREEMENT (BUYERS)

1. You agree to pay the price stated on the Buyer's Reservation Form.
2. We act as agent for the Seller in the sale of the Timeshare Week(s) to You and We will have no liability to You for the sale and the transfer of the Timeshare Week, which lies with the Seller.
3. After signing a Buyer's Reservation Form, You can withdraw from this Agreement at any time during the Cooling Off Period by notice to Us in writing. If You do not notify Us in writing that You wish to cancel before the end of the Cooling Off Period, You must sign a TRANSFER OF TSO-SHIP and You must pay the agreed price for the Timeshare Week(s).
4. This Agreement is between You and Us and the Seller and is effective from the date We receive the Buyer's Reservation Form signed by You with the Reservation Fee and confirmation in writing that the Seller wishes to proceed.
5. This Agreement replaces any previous agreement You may have had with any other person and by signing this Agreement You confirm cancellation of any previous reservation or agreement for the purchase of the Timeshare Week(s) listed on the Buyer's Reservation Form.
6. You acknowledge that, once the Seller has confirmed that he/she is willing to sell, a sale agreement exists between You and the Seller and that this is legally binding upon You and that You may only withdraw from its terms during the Cooling Off Period.
7. Until the sale is completed, the Seller is still responsible for paying the service fee to Club La Santa, if it is due. On proof of payment, You agree to refund to the Seller any service fee that the Seller has paid, assuming You use the Timeshare Week in question.
8. The Seller gives a legal warranty to You that the Seller is the owner(s) of the Timeshare Weeks(s) and that the Seller is entitled to sell to You free of all charges or financial, legal or other claims.
9. Timeshare ownership at Club La Santa includes an obligation to pay a service fee if You use Your Timeshare Week. Neither We nor the Seller are responsible for or have any control over service fees and have not made any representations to You as to the future level of such fees.
10. You agree that all the information given on this form is correct and that You have not knowingly made any statement which is or can be found to be incorrect.
11. For the purposes of the applicable Data Protection laws and regulations you consent to the processing by Us of all personal data (in manual, electronic or any other form) relevant to this Agreement. Processing includes obtaining, recording, using and holding data and the transfer of data to any country inside the European Economic Area (EEA). We will at all times comply with the provisions of all applicable Data Protection laws and regulations.
12. We will not disclose or use, at any time during or after this Agreement, any confidential information relating to You or this Agreement. However, You consent to Us passing Your details and details of your purchase to ITSO La Santa for ITSO administrative purposes only.
13. ITSO La Santa, the board of ITSO La Santa and Club La Santa, S.A. are not parties to this Agreement and will have no liability to You or the Seller.
14. Any notice relating to this Agreement shall be in writing and may be given to the relevant party at their address given on the Buyer's Reservation Form or Your new address as notified in writing to Us.
15. This Agreement sets out the entire agreement between You, Us and the Seller in relation to its subject matter.
16. If a provision of this Agreement or a procedure to be carried out in its implementation is or becomes illegal or unenforceable, the remaining provisions and procedures shall not be affected.
17. These words have these meanings:

| | |
|-------------|---|
| "Agreement" | this agreement, including the Buyer's Reservation Form and these Terms and Conditions |
| "Buyer" | You, the person(s) who is/are buying the Timeshare Week(s) listed on the Buyer's Reservation Form |



| | |
|----------------------------|--|
| "Buyer's Reservation Form" | the form above signed by You reserving the Timeshare Week(s) You wish to buy from the Seller |
| "Cooling Off Period" | A period of 14 calendar days from the date You sign the Buyer's Registration Form, during which you may withdraw from this Agreement |
| "ITSO La Santa" | the association known as The International Timeshare Owners Organisation at Club La Santa |
| "ITSO Service Office" | ITSO La Santa's office at Club La Santa |
| "Reservation Fee" | the non-refundable reservation fee to TIMESHARE RESALES |
| "Seller" | the Timeshare Owner(s) who is/are selling a Timeshare Week(s) to You |
| "Timeshare Week" | a timeshare week for one apartment at Club La Santa |
| "We/Us/Our" | TIMESHARE RESALES (Proprietor, Roger Herbert) |
| "You/Your" | you, the Buyer |

18. Words importing one gender include any other gender. Words importing the singular include the plural and vice versa. Writing includes letter, fax and e-mail.
19. This Agreement is subject to Spanish law and the venue for any court proceedings will be Las Palmas de Gran Canaria.

TIMESHARE RESALES
at Club La Santa

January 2009



PAYMENTS - INFORMATION FOR BUYERS AND SELLERS

Pricing

All timeshare weeks are priced and sold in euros. On the TIMESHARE RESALES "Weeks For Sale" List, approximate price comparisons are given for Danish Kroner and Pounds Sterling.

Payments by Buyers

- Purchase price

- Buyers must pay the purchase price for the weeks they are buying to TIMESHARE RESALES by **Bank Transfer in euros**. The full purchase price must be transferred without deductions. If necessary, buyers must do a currency conversion with their bank before transferring the funds. Any funds sent to us in Pounds Sterling or Danish Kroner will be automatically converted to euros by TIMESHARE RESALES's bank at the bank's current rate.

- Reservation Fees and Transfer Fees

- These can be paid in euros to TIMESHARE RESALES by Bank Transfer or by PayPal. PayPal is a very easy and inexpensive way to pay. Details of PayPal can be found at www.paypal.com. PayPal will make no charge to you. We email you a PayPal Request, giving details of the amount due.
- You can use PayPal to pay by credit or debit card and you can make a payment in euros from your PayPal account whether your normal currency is Dkr., euro or £s.
- TIMESHARE RESALES charge a small transaction fee for payments received via PayPal, which covers the fees we have to pay to PayPal.

Payments to Sellers

The sale proceeds will be due to sellers in euros, after deduction of sales commission.

- Sellers can choose to receive payment by PayPal or by Bank Transfer. All PayPal payments made by TIMESHARE RESALES are **free of charge** and can be in euros, DKr. or £s. Conversion to DKr. or £s will be at the rate available from PayPal on the day of transfer. See www.paypal.com
- Euro bank transfers are also **free of charge**. Bank Transfers to you in euros will normally be automatically converted to your local currency on receipt by your bank at the rate available on the day of receipt.
- If Sellers request payment in Dkr. or £s by Bank Transfer, TIMESHARE RESALES charge a Bank Transfer Fee, which partly covers the cost of transferring "foreign" currency - please remember that we are in Spain! TIMESHARE RESALES will first convert the euros due to you from the sale into Dkr. or £s. This will be at the rate available from our bank on the day of transfer.

Fees

Details of all our fees can be found on the TIMESHARE RESALES Fees Schedule available on request or from our website.

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| ITEM (PER TIMESHARE WEEK) | FEE | IGIC(VAT) @ 5% | TOTAL |
|---|--------|-------------------|--------|
| SALES COMMISSION (DEDUCTED FROM SALE PRICE) | 342.86 | 17.14 | 360.00 |
| REGISTRATION FOR SALE FEE (FIRST WEEK) - NO FEE FOR ITSO MEMBERS | 42.86 | 2.14 | 45.00 |
| REGISTRATION FOR SALE FEE (SUBSEQUENT WEEKS, PER WEEK) - NO FEE FOR ITSO MEMBERS | 23.81 | 1.19 | 25.00 |
| RESERVATION FEE/TRANSFER FEE | 80.95 | 4.05 | 85.00 |
| TRANSFER FEE (NO SALE BY TIMESHARE RESALES) | 80.95 | 4.05 | 85.00 |
| LOST TIMESHARE CERTIFICATE INDEMNITY FORM | 23.81 | 1.19 | 25.00 |
| PayPal* TRANSACTION FEE (ADD TO FEE OF 85 EUROS OR LESS) | 3.81 | 0.19 | 4.00 |
| PayPal* TRANSACTION FEE (ADD TO FEE OF MORE THAN 85 EUROS) | 7.62 | 0.38 | 8.00 |
| PAYMENT OF NET SALES PRICE TO SELLERS | | | |
| VIA PayPal - PAYMENT IN EUROS/DKR/£s | NIL | NIL | NIL |
| BANK TRANSFER FEE - PAYMENT IN EUROS | NIL | NIL | NIL |
| BANK TRANSFER FEE - PAYMENT IN DKR/£s (CURRENCY EXCHANGE REQUIRED) | 40.00 | 2.00 | 42.00 |
| <i>Please note that all currency exchanges (required for all payments other than in euros) will be at the rate given by PayPal or the TIMESHARE RESALES bank on the day of payment.</i> | | | |

* Please see TIMESHARE RESALES "PAYMENTS" document.

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