



**TIMESHARE
RESALES**

at Club La Santa

SELLER'S REGISTRATION FORM

**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

Full Name(s)

Address

Country

Tel Mobile Fax

E-mail (Required)

ITSO/National Timeshare Organisation Membership Number

Apartment numbers	Week numbers	Day/Country	Asking prices (euros)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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I/WE HEREBY APPOINT TIMESHARE RESALES to sell the above Timeshare Week(s) and I/We agree to the Terms and Conditions below and as attached, to pay commission as set out in the TIMESHARE RESALES Fees document current at the date of sale and to pay any Registration Fee that is now due.

Seller(s) signature(s)

Date

PLEASE RETURN THIS FORM WITH A COPY OF YOUR TIMESHARE CERTIFICATE(S) TO TIMESHARE RESALES (By E-mail/Fax or Post) at the above address.

IMPORTANT - PLEASE NOTE:

1. If You wish to modify the price required or wish to withdraw a week(s) from sale, **TIMESHARE RESALES must be informed in writing immediately.**
2. After signature of a Buyer's Reservation Form, the Buyer will have a 14 calendar day "cooling-off" period during which the Buyer has the right to terminate. **Once the Buyer has signed a Buyer's Reservation Form and You have confirmed that You are willing to sell, a binding sale agreement exists between You and the Buyer and you cannot withdraw.**
3. Before a sale can be completed, You must forward to TIMESHARE RESALES at the ITSO Service Office the original TIMESHARE CERTIFICATE and TRANSFER OF TIMESHARE OWNERSHIP documents. After the receipt of these by TIMESHARE RESALES and receipt of the sale proceeds due from the Buyer, the sale proceeds (which are due to you in euros) will be paid to You net of sales Commission.
4. **All prices and payments are due in euros.** Payment of the amount due to You will be made as soon as possible, assuming the Buyer does not cancel. **All payments to you will be made in accordance with the TIMESHARE RESALES "Payments" document current at the date of sale.**

TIMESHARE RESALES - Terms and Conditions (in addition to those on page 1 of this form)

AGREEMENT (SELLERS)

1. This Agreement is between You and Us and is effective from the date We receive the Seller's Registration Form signed by You and a copy of Your TIMESHARE CERTIFICATE. When we receive these at the ITSO Service Office, we will include Your Timeshare Week(s) in Our "For Sale" listings.
2. 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 registration or agreement for the sale of Your Timeshare Week(s).
3. You understand that the asking price You state on the Seller's Registration Form is the price You wish to be paid by a Buyer and that if You wish to change this price, You must inform Us in writing. We cannot guarantee an early sale or time period for the sale. All pricing decisions are Your sole responsibility and We do not accept liability for these. All pricing and payments due are in euros.
4. If a Buyer is interested in buying Your Timeshare Week(s), We will contact You to confirm price, procedures and to confirm that You still wish to sell.
5. If the sale is completed, You will receive the price the Buyer agrees to pay, less the Commission due to Us.
6. We will act as Your agent in the sale of Your Timeshare Week and We will have no liability to the Buyer for the sale and the transfer of the Timeshare Week, which lies with You.
7. You are aware that after signing a Buyer's Reservation Form, the Buyer has a 14 day "cooling-off" period and can cancel at any time during this period. If the Buyer does not cancel, the Buyer and You will need to sign a TRANSFER OF TSO-SHIP.
8. Before the sale can be completed, You must send Your original TIMESHARE CERTIFICATE and the TRANSFER OF TSO-SHIP signed by You to the ITSO Service Office. After We receive these and the price due from the Buyer is received, the price, less Commission will be paid to You as soon as possible.
9. You acknowledge that, once the Buyer has signed a Buyer's Reservation Form and You have confirmed that You are willing to sell, a sale agreement exists between You and the Buyer and that this is legally binding upon You and that You may not withdraw from its terms. The Buyer may however withdraw during the 14 day "cooling-off" period.
10. Until the sale is completed, You are still responsible for paying the service fee to Club La Santa, if it is due. On proof of payment, any service fee that You have paid will be refunded by the Buyer, assuming the Buyer uses the Timeshare Week in question. If the Buyer does not use the Timeshare Week, You understand that You will not be able to recover the service fee.
11. You give a legal warranty to the Buyer that You are the owner of the Timeshare Weeks(s) and that You are entitled to sell to the Buyer free of all charges or financial, legal or other claims.
12. We will give You 14 days notice in writing of any changes to this Agreement. Changes to Our fees will be published on Our website.
13. We or You may terminate this Agreement at any time by 28 days notice in writing.
14. 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.
15. 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.
16. 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 any sale to ITSO La Santa for ITSO administrative purposes only.
17. 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 the Buyer or You.
18. Any notice relating to this Agreement shall be in writing and may be given to the relevant party at their address given on the Seller's Registration Form or Your new address as notified in writing to Us.
19. This Agreement sets out the entire agreement between You and Us in relation to its subject matter.
20. 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.

21. We may assign this Agreement to another party subject to the prior approval of the ITSO La Santa board and provided notice in writing is given to You within 28 days of any assignment and You do not object in writing within 14 days.

22. These words have these meanings:

"Agreement"	this agreement, including the Seller's Registration Form and these Terms and Conditions
"Buyer"	the person(s) who is/are buying a Timeshare Week(s)
"Commission"	the sales commission due to TIMESHARE RESALES in accordance with Our Fees document as current at the date of sale
"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
"Buyer's Reservation Form"	the form signed by the Buyer reserving Your Timeshare Week
"Seller"	you, the Timeshare Owner(s) who is/are selling a Timeshare Week(s)
"Seller's Registration Form"	the form above to be signed by 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 Seller

23. 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.

24. This Agreement is subject to Spanish law and the venue for any court proceedings will be Las Palmas de Gran Canaria.

January 2009/01



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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January 2009



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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