



expectations CLUB LIMITED
HOLIDAYS
MEMBERSHIP APPLICATION AGREEMENT

Agreement No: **EXP**

This Agreement is made on the day of year

BETWEEN eXpectations Club Limited ("the Club"), whose registered office is at Suite 8A, 3rd Floor, Bourne Gate, 25 Bourne Valley Road, Poole, Dorset BH12 1DY, United Kingdom, a company duly organised and operating under the laws of England and Wales. ("the Company" or "the Club", as appropriate) through their marketing agents, Worldwide Timeshare Hypermarket Ltd, of the first part and

The Applicant (hereinafter referred to as "the Applicant") as of the second part.

APPLICANT: **TEL:** **EMAIL:**

JOINT APPLICANT: **TEL:** **EMAIL:**

ADDRESS:

.....

..... **POST CODE:**

Week/s to be transferred into the Club (where applicable)

Resort..... Unit Number..... Week Number/s.....

Upon acceptance by the Club, this Membership Application and Purchase Contract binds both parties to all the terms and conditions of membership contained herein. The Schedules form part of and shall be incorporated into this Agreement. The applicant will have exclusive right to the number of points for the initial 3 year period commencing as identified below. Membership shall be automatically renewed on an annual basis upon payment of the annual membership fees when they become due. Member's Annual Points Usage and Membership for subsequent years following the Commencement Year stated below will commence on January 1st each year. The membership provides entitlement to RCI platinum benefits.

Transfer Points Entry Points Total Commencement Year.....

TOTAL COST AND PAYMENT TERMS:

Points Purchase Fee:
Annual Management Fee:
Transfer Points Fee:
First Year Membership Fee:
Administration Fee:

TOTAL COST **Date Payment Due:**

All payments should be made in favour of **"RESORT FIDUCIARY SERVICES LTD / eXpectations Club"** ("The Stakeholder") whose registered office is The Old Coach House, Cranes Close, Turvey, Bedfordshire, MK43 8EN, England. The reverse of the cheque should be endorsed - 'Account Number 83881393' and returned to the Club at it's correspondence address: Venator House, 9 St Stephens Court, 15-17 St Stephens Road, Bournemouth, Dorset, BH2 6LA, United Kingdom.

THE STAKEHOLDER CANNOT ACCEPT RESPONSIBILITY FOR ANY PAYMENT MADE TO ANY OTHER PARTY

YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT. Please refer to Part 2 of the Standard Information Form, as annexed, and the withdrawal wording/withdrawal form schedule. If you wish to cancel this agreement during the relevant withdrawal period you may (but are not obliged to) use the standard withdrawal form annexed in the standard information form enclosed with this agreement.

Personal data regarding Club Members (including, for example, details of the names, addresses and ownership information of Club Members) will be shared by the Club with RCI, in order to enable RCI to access, hold, process and use such data for the purposes of performing its obligations under the agreement entered into between RCI and the Club, and to deal with reservations and exchanges on behalf of Club Members.

In witness whereof, this Membership Application and Contract of Sale has been signed and accepted by the parties hereto,

Signed by the Applicants:(applicant one) Date:

.....(applicant two) Date:

Signed by the Company: Date:

Contract Concluded at Venator House, 9 St. Stephens Court, 15-17 St. Stephens Road, Bournemouth, Dorset, BH2 6LA

TERMS AND CONDITIONS OF MEMBERSHIP APPLICATIONS AND CONTRACT OF SALE

- 1) The Applicant shall be responsible for all taxes and surcharges which may be applicable to the rights of usage acquired or enjoyed under this Membership Application and Purchase Contract
- 2) The Applicant acknowledges that the annual management fee shall be subject to review in accordance with the Club Rules from time to time in force. All management fees are payable to the Club or otherwise, as the Club shall direct.
- 3) Further information concerning this Membership application may be obtained from the Clubs managers - Expectations Group Limited, whose correspondence address is Venator House 9 St Stephens Court, 15-17 St Stephens Road, Bournemouth Dorset BH2 6LA United Kingdom
- 4) It is hereby agreed between the Company and the Applicant that the Management Fee payable by the Applicant will for the first year in which the Applicant shall be entitled to use his points as a Club Member, be at a rate specified on the Membership application and Purchase Contract. The Management Fee shall become due and payable within one month of demand being made. Upon payment of the Management Fee by any Applicant, the Club will procure that the Registrar and Manager properly services the Club, its facilities and membership.
- 5) In the event of the Applicant failing to make any payment due hereunder within 30 days of being given written notice (time being of the essence) by the company or its legal representatives, the Applicant will forfeit all rights acquired or intended to be acquired or enjoyed under any terms of this agreement.
- 6) The prime inventory for use by the Club is under the control of the Founder Member and Manager - Expectations Group Limited a company registered in the UK whose registered office is Suite 8A, 3rd Floor, Bourne Gate, 25 Bourne Valley Road, Poole, Dorset BH12 1DY, United Kingdom.
- 7) No applicant will be considered for membership unless he/she are over the age of 21 (twenty one years) as at the date of application.
- 8) The Club the Company and the Applicant hereby irrevocably agree to be bound by this Membership Application and Purchase Contract, the Terms and Conditions of this Agreement and the Scheme Documentation. For the avoidance of doubt the Scheme Documentation consists of the Club Rules and the Memorandum and Articles of Association.
- 9) **WHOLE AGREEMENT**
This Agreement constitutes the whole Agreement between the parties and no Agreement representations or warranties between them, other than those set out herein and/or in the Club Rules, The Memorandum and Articles of Association of eXpectations Club Limited are binding upon them. The Purchaser acknowledges that should the Club or Manager be unable to complete the transfer, for whatever reason, of any incoming weeks out of the applicant/s name/s, that they reserve the right to offer a full refund of all monies paid.
- 10) **VARIATION**
No addition to or variation of this document shall be given any force or effect unless in writing and signed by the parties hereto or their duly authorised representatives.
- 11) **GOVERNING LAW**
The construction, validity and performance of this agreement shall in all respects be governed by the laws of England and Wales. The parties hereto irrevocably submit to the exclusive jurisdiction of the courts of England and Wales and consent to service of process by mail or in any other manner permitted by the laws in force in England and Wales
- 12) In order to perform our duties under this contract, it is necessary for us to share your personal information with certain third party companies, these companies include the resort trustees, various exchange companies such as Resort Condominiums International and Worldwide Timeshare Exchange, as well as Resort Fiduciary Services Ltd (RFS) and any other party which is required to complete your membership and/or any transfer of ownership. Your personal information will never be sold to any other third party or marketing company.

Your right of withdrawal

The consumer has the right to withdraw from this contract within 14 days without giving any reason. The right of withdrawal starts from:

Where the consumer has not received this form, the withdrawal period starts when the consumer has received this form, but expires in any case after one year and fourteen days.

Where the consumer has not received all the required information, the withdrawal period starts when the consumer has received that information, but expires in any case after three months and fourteen days. To exercise the right of withdrawal, the consumer shall notify the trader using the name and address indicated below by using a durable medium (e.g. written letter by recorded/registered post or email). The consumer may use this form, but it is not obligatory.

Where the consumer exercises the right of withdrawal, the consumer shall not be liable for any costs. In addition to the right of withdrawal, national contract law rules may provide for consumer rights, e.g. to terminate the contract in case of omission of information.

Ban on Advance Payment

During the withdrawal period any deposit payment by the consumer is prohibited.

Notice of Withdrawal

To: eXpectations Club Limited. Venator House. 9 St Stephens Court, 15-17 St Stephens Road, Bournemouth BH2 6LA United Kingdom

I/We** Mr..... Mrs
hereby give notice that I/We withdraw from the contract.

Date of conclusion of the contract: *

Name(s) of consumer(s) *** Mr Mrs

Address of consumer(s)***

.....
.....Post Code:

Signature(s) of consumer(s)***

Date** :

If this notice is sent by post in a properly addressed and pre-paid envelope, the notice is treated as given at the time of posting.

(*) To be filled in by the trader before providing the form to the consumer. (**) Delete as appropriate (***) To be filled in by the consumer(s) where this form is used to withdraw from the contract.