



## STANDARD TERMS & CONDITIONS OF RCI® MEMBERSHIP

### IMPORTANCE NOTICE

These terms and conditions contain clauses appearing in similar font / text style to this clause and which may:

- \* limit the risk or liability of RCI® or another person;
- \* constitute an assumption of risk or liability by you or your guests;
- \* impose an obligation on you or your guests to indemnify RCI® or any other person for any cause;
- \* be an acknowledgement of a fact by you or your guests.

**These clauses are important and your attention is specifically drawn to their contents.**

### 1. INTRODUCTION

1.1 These terms and conditions of RCI® membership set out the legally binding agreement between Vacation Exchanges International (Proprietary) Limited, trading as RCI® (Africa) ("RCI®") and each person who applies and is accepted for membership of RCI® ("Members" or "you/your"). RCI® (Africa) is a South African company owned by Wyndham Destination Network, a division of Wyndham Worldwide Corporation, a public company resident in the United States of America and listed on the New York Stock Exchange (WYN:NSE). RCI® (Africa) is the licensed operator of various Wyndham brands for the Republic of South Africa and all of sub-Saharan Africa, including, Cape Verde, Comoros, Madagascar, Mauritius, Mayotte, Reunion, Sao Tome & Principe, Seychelles and Zanzibar.

1.2 This agreement is a separate and distinct agreement from your timeshare weeks/points purchase agreement with the developer, seller or reseller of timeshare interests at a RCI® affiliated timeshare resort or points club.

**1.3 RCI® does not accept responsibility for any representations made by a third party with regard to the RCI® vacation exchange system, or any aspect of RCI® membership, products or services.**

1.4 The RCI® vacation exchange system, membership, products and services are designed to give variety and flexibility to your timeshare weeks/points ownership, and are separate products and services from your timeshare weeks/points club ownership products and services.

1.5 These terms and conditions are applicable to you, your companions, your guests ("Guests") and everyone travelling with your Guests, who utilize the benefits of any and/or all programmes, products and services offered by RCI® to its Members. You undertake to ensure that all of your Guests who are eighteen years or older are aware of, and familiar with, these terms and conditions and that they agree to adhere to them and that **you bear the risk of any failure on your or their part, in this respect.**

1.6 Programmes, products and services that may be offered through RCI® by third parties may be subject to separate terms and conditions.

1.7 It is in our interest and yours that you and your Guests should understand these terms and conditions. We have tried to write them in plain and understandable language. If there is anything in these terms and conditions that you or your Guests do not understand, please bring it to our attention and we will endeavour to clarify these for you or your Guests.

1.8 These terms and conditions will apply to all standard RCI® vacation exchange and rental holiday programmes, products and services. These terms and conditions will also apply in amplification of any terms and conditions that may appear on any specific advertised offer and to the extent that there is a conflict between the two, these terms and conditions will always take precedent.

## **2. YOUR RCI® MEMBERSHIP**

2.1 Your RCI® membership will only become effective and valid after acceptance by RCI® of your application and from the date of receipt by RCI® of the current RCI® enrolment fee, whether paid by you or on your behalf. RCI® reserves the right to refuse any application, without limitation, on reasonable grounds.

2.2 On payment of the RCI® enrolment fee, your membership will be valid for the remainder of the calendar year for which payment is received, or a longer period, depending on the type of membership you decided to purchase.

**2.3 RCI® will, not more than 80 (eighty) working days and not less than 40 (forty) working days prior to the expiry of your current membership term, notify you in writing of -**

**2.3.1 the fact that your membership will expire on the stipulated expiry date;**

2.3.2 any changes that would apply to your membership if it is renewed for a further period; and

2.3.3 your right to terminate this Agreement on the expiry date or agree to a renewal for a further fixed period.

2.4 RCI® may at any time require, as part of a "know your client" verification process, certified copies of documents proving your identity/incorporation, physical address, banking details, income tax/VAT numbers and timeshare ownership. These must be presented to RCI® in a form acceptable to RCI®. RCI® will only request and process this information in accordance with the law.

2.5 Your RCI® membership subscription must be maintained by you or on your behalf in order to participate in the RCI® exchange system and related products and services. Subscriptions are payable in the currency of your servicing office. **If your membership lapses due to non-renewal we reserve the right to charge reasonable re-instatement fees should you wish to reinstate your membership.**

2.6 Membership must be in the name of the individual(s) who own(s) timeshare and if a company, close corporation, partnership, trust, unincorporated association or other entity owns timeshare/club points, an enrolment application form must be completed on the owner's behalf in the name of any officer, director, member, partner, trustee or other duly authorised person, and relevant documentation must be presented supporting such nomination. RCI® shall be entitled to treat such person as the member for all intents and purposes.

2.7 Membership fees for the following calendar year are payable six months in advance from the date on which the current subscription period expires. RCI® will appropriate such fees in accordance with section 64 of the Consumer Protection Act, 2008.

2.8 RCI® will not make your details available to any other company or organisation, other than its subsidiaries and authorized representatives or agents for the purpose specified below.

We will, however, be entitled to process such data for the purpose of providing you with products and services requested, or offered, from time to time. We or any associated companies or third parties authorized by us, shall be entitled to make contact with you by post, e-mail, telephone, facsimile, SMS and the like for the above purposes. Should you prefer not to receive any particular communication (at any time or in any format), please notify us of this in writing.

2.9 RCI® may record or monitor your telephone calls to and from RCI®, without notification, for staff training and quality control purposes, as well as telephonic confirmation.

2.10 For security reasons, we will need to verify your personal details with every call, before your RCI® membership file may be accessed. For your security, RCI® has also included a password protection mechanism on your membership file/s and you are obliged to ensure that you use this security feature at all times.

2.11 RCI® reserves the right to refuse instructions relating to your membership received from a non-member, Guest and/or any other third parties. If you cannot transact yourself, you may appoint someone to do this on your behalf by submitting an RCI® approved *special power of attorney* (a legal document giving the right to the person you appoint to transact with RCI® on your behalf) and supporting identity documents to RCI® for consideration. RCI® reserves the right to accept or reject such mandate on reasonable grounds. If RCI® accepts that the purpose and intention of such mandate is not to allow your agent to transact on your RCI® file/s for commercial gain/purposes, your agent may transact on your file/s subject to these terms & conditions. **If an agent appointed under your mandate abuses or misuses the RCI® exchange system or fails to adhere to these terms & conditions, you will be liable for any cancellations or penalties that will be reflected on your RCI® file/s. In addition, you indemnify RCI® from any loss or damage you and/or RCI® may suffer as a result of the conduct of your appointed agent.** RCI® also reserves the right to at any time after initial acceptance of such mandate, to withdraw its acceptance and reject such mandate.

### **3. RETAINING YOUR RCI® MEMBERSHIP**

**3.1 Should your RCI® membership expire or be cancelled for any reason whatsoever, you will be required to pay a reasonable re-instatement fee stipulated by RCI® at the time of re-instatement, in order to reactivate your RCI® membership.**

**3.2 If the affiliated resort developer, owners' association, managing agent or timeshare points club fails to perform the obligations required by its agreement with RCI®, or if that agreement is not renewed, or is terminated either by RCI® or the affiliated resort/points club, your right to exchange from your resort/points club may be terminated and the membership re-enrolment provisions above will apply.**

**3.3 If an affiliated resort/points club fails to maintain RCI® specified standards, the right of its existing RCI® members to continue exchanging vacation time from that resort/points club may be terminated at the discretion of RCI®, or merely suspended until the RCI® specified standards are met by the timeshare resort/points club.**

**3.4 Your RCI® membership and/or your confirmed holiday booking/s may be suspended if you fail to comply with these terms and conditions. In the event that you are placed in breach of your obligations by RCI® and you fail to rectify that breach of your**

obligations within 20 working days, or in the event of abusive behaviour at the resort location booked through RCI<sup>®</sup>, or abusive behaviour towards RCI<sup>®</sup> personnel (which behaviour RCI<sup>®</sup> may consider to be a breach of your obligations not capable of remedy), your RCI<sup>®</sup> membership may be cancelled by RCI<sup>®</sup>.

3.5 Should you cede your timeshare weeks to a timeshare points club, you automatically take on the terms and conditions of your new timeshare points club ownership and will be liable for the applicable RCI<sup>®</sup> membership fees for the timeshare points club members and any previous enrolment/subscription arrangement with RCI<sup>®</sup> will cease to exist with no refund from RCI<sup>®</sup> on any prepaid fees.

3.6 You cannot confirm an RCI<sup>®</sup> holiday and then rent such holiday booking to a third party. Your RCI<sup>®</sup> holiday is strictly not transferable for commercial gain/purposes and should you use your RCI<sup>®</sup> holiday for such gain/purposes, RCI<sup>®</sup> will exercise such rights of termination as it may have in law and your membership may be cancelled without any booking and/or membership fee refund, return of deposited timeshare weeks/points or reinstatement of cancelled RCI<sup>®</sup> trading points to you.

3.7 Your enrolment/membership/booking fees will not be refunded, your deposited timeshare weeks/points will not be returned and your cancelled RCI<sup>®</sup> trading points will not be reinstated, if your membership is cancelled due to your breach of any provision of these terms and conditions and you fail to remedy that breach on 20 (twenty) working days written notice of the breach by RCI<sup>®</sup>.

3.8 Should you dispose of your timeshare interest, RCI<sup>®</sup> is entitled to revoke your membership, unless you have obtained RCI<sup>®</sup>'s prior written consent in respect of such disposal. In which case, RCI<sup>®</sup> may allow you to transfer your membership to the new owner without an additional enrolment fee having to be paid by the new owner and subject to any further terms and conditions which RCI<sup>®</sup> may prescribe. **A transfer fee is payable and such sale is subject to any outstanding Spacebank<sup>®</sup> for a future date.**

3.9 Any transfer of membership, change of timeshare weeks/points club ownership or death of a Member that results in membership benefits being transferred by bequest, or change of name of a Member, will result in the closure of an existing RCI<sup>®</sup> Member file and the opening of a new RCI<sup>®</sup> Member file.

#### **4. CANCELLING YOUR RCI<sup>®</sup> MEMBERSHIP**

4.1 You may terminate your RCI<sup>®</sup> membership at any time by giving RCI<sup>®</sup> at least 20 (twenty) working days' notice in writing. **If you do choose to cancel your membership, you will be required to pay a reasonable cancellation fee, which will be dependent on the circumstances at the time of cancellation and a variety of factors that RCI<sup>®</sup> may take into account in terms of the law. In addition to this, please note that:**

**4.1.1 If at the time of your notice of cancellation, you have already booked an RCI<sup>®</sup> holiday, you will not receive a refund of any portion of your membership fee for the calendar year in which such holiday booking is confirmed. If at the time of your notice of cancellation you have not already booked an RCI<sup>®</sup> holiday you will be entitled to a pro rata refund of any portion of your membership fee remaining of your membership term, subject to a deduction or payment of a reasonable cancellation fee that will include all reasonable cancellation/holiday voucher administration costs; and**

4.1.2 If at the time of your notice of cancellation you have any RCI® trading points to your credit, the provisions of clause 5.1 below regarding Spacebanking® will apply and you will not be entitled to withdraw any of your timeshare week/points that have been deposited with RCI®, whether these have/have not already been taken up by another RCI® member. You will however be entitled to receive a holiday voucher reflecting the reasonable equivalent value, as determined by RCI®, of your deposited timeshare week/points that cannot be returned to you, as adequate compensation, which holiday voucher is not redeemable for cash. You will have no claim against RCI® in this instance other than for the provision of the holiday voucher. You will be entitled to exchange that holiday voucher, within three years of the date of your last deposit of your timeshare weeks/points with RCI®, for a holiday taken from a catalogue of specific vacations that RCI® will make available to cancelled members from time to time. You agree that RCI® may levy a reasonable holiday voucher redemption fee, payable by you, at the time that you choose to redeem your holiday voucher.

## 5. SPACEBANKING® WITH RCI®

5.1 By Spacebanking® ("depositing") your timeshare weeks/points, you (subject to these terms and conditions) permanently relinquish all rights of use in respect of those timeshare weeks/points for the period deposited.

5.2 Subject further to these terms and conditions, deposited timeshare weeks/points cannot be cancelled/returned to you and your right of use shall be permanently forfeited to RCI® once deposited with RCI®.

5.3 You should note the following:

5.3.1 Early deposits (180 calendar days or more in advance before your check-in date) are recommended and you will earn an extra 10% (ten percent) RCI® trading points value for your deposit. If you deposit in the period from 179 to 60 calendar days before check-in, you will earn full RCI® trading points value for your deposit.

5.3.2 You may deposit your timeshare weeks/points right up to the day of check-in. However note that you will lose a percentage of the RCI® trading points earned on your deposit as follows:

Calendar Days to Check-In Date	Value of RCI® Trading Points You Will Lose When You Deposit Less than 60 Days
59-39 days	20% (twenty percent) of your points value
38-29 days	40% (fourty percent) of your points value
28-19 days	75% (seventy-five percent) of your points value
18-9 days	90% (ninety percent) of your points value
8-0 days	100% (one hundred percent) of your points value

5.3.3 Levies and membership fees must be up-to-date before you deposit with RCI®. **RCI® reserves the right to cancel your Spacebank® confirmation if levies are not paid at your home resort or timeshare points club.**

5.3.4 Depositing of timeshare weeks/points that fall in peak periods (such as school holidays or public holidays) need to be confirmed by you with RCI® in writing.

5.4 RCI® reserves the right to assign timeshare weeks/points deposited by you to another member prior to the submission or fulfilment of an exchange holiday request made by you.

5.5 Timeshare week(s)/points deposited by you may be used by RCI®, at its sole discretion, for exchange, rental, inspection visit or promotional purposes, and the like.

5.6 RCI® trading points, allocated to you once you deposit your specific timeshare weeks/points, are valid for a fixed 3 (three) year period from date of each specific deposit.

**5.7 You may use your RCI® trading points to book a RCI® holiday for travel dates ending on or before the expiry of your RCI® trading points. In certain time periods, at RCI's discretion, members will be allowed to book holidays past the expiry date. You may only extend the use of your RCI® trading points by booking an international RCI® holiday for travel dates ending within 24 (twenty-four) calendar months following the date of expiry of your RCI® trading points.**

**5.8 RCI® reserves the right to make changes to the value of your RCI® trading points and/or season from time to time.**

This is usually dependent on changes in supply and demand or quality for particular resorts/regions, or as a result of a change in school holidays. **Purchasers of peak weeks might find that their trading points value/season varies as a result of changes to public holidays and/or school holidays.**

**5.9 When you deposit your timeshare ownership rights or your timeshare rights of use with us, you represent and warrant to RCI® that you have the legal right to use or assign those rights for the period deposited, those rights will not be assigned or made available to any other third party, the timeshare weeks/points deposited is/are in a good and usable condition and that all fees and levies related to the timeshare weeks/points deposited with RCI® are up to date and accordingly you indemnify RCI® and hold RCI® harmless against any third party claims, losses or expenses incurred by RCI® as a result of a breach of this agreement.**

**5.10 This clause applies to persons who were RCI® members on 1 April 2011 only. With effect from the first day of the next period of renewal of your RCI® membership any previous written or verbal undertaking given by RCI® to you confirming a free upgrade of your deposited weeks/points with additional RCI® trading points, as a result of the change of your ownership season or for any other reason whatsoever, is no longer applicable or valid.**

## **6. MAKING A HOLIDAY EXCHANGE WITH RCI®**

6.1 RCI® exchange holiday options available to RCI® Members, as well as procedures and conditions regarding the use of each exchange holiday option, are set out in these terms and conditions, as amended from time to time.

6.2 Local holiday exchanges for resorts located in the Republic of South Africa are based on the RCI® trading points value allocated by RCI® from time to time to your timeshare ownership rights or rights of use.

6.3 International holiday exchanges for resorts located outside of the Republic of South Africa are based on a like-for-like week basis, taking into account season, grading, quality and occupancy of the unit.

6.4 Information about RCI® affiliated resorts published by RCI®, including but not limited to, facilities, amenities and services, is derived solely 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.**

6.5 Our ability to confirm an exchange holiday request which is acceptable to you and applicable to your membership and ownership type is dependent on the availability of holiday ownership rights or timeshare rights of use deposited or forecast to be deposited by other Members in the RCI® Spacebank® pool.

**We therefore cannot guarantee that any particular request for a resort, area, travel date, type or size of accommodation, travel supplier or otherwise relating to your RCI® exchange holiday requests or requirements will be met by RCI®.** We will, however, offer you alternative choices which may be available from time to time.

6.6 If resort locations, area, type or size of accommodation, travel supplier and/or travel dates which you request are not available, RCI® will offer alternative resort locations, areas, types or sizes of accommodation, travel suppliers and/or travel dates (if any) that may be available, or add your request to a waitlist.

6.7 An exchange holiday booking fee is payable to RCI® for each booking, depending on your ownership type.

6.8 You may cancel your exchange holiday booking and receive a full refund if the exchange holiday booking is cancelled within 5 (five) working days from the date of the exchange holiday booking being confirmed by RCI®. **You will only be entitled to one cancellation and refund request within a 5 (five) working day period. Any exchange holiday booking cancellation request received by RCI® after the check-in date and time of your confirmed exchange holiday booking, whether received by RCI® within the 5 (five) working day period or not, will not be accepted by RCI® or qualify for a refund of the exchange holiday booking fee at all.**

6.9 **All exchange holiday cancellation refunds that may be due to you are subject to RCI® receiving payment of the exchange holiday booking fee into RCI®'s bank account and subject to any banking confirmation and/or administration refund process. Exchange holiday booking fee refunds will only be made to you 15(fifteen) working days after the date of receipt from you of the applicable exchange holiday booking fee.**

6.10 An exchange booking cancellation request received by RCI® after 5 (five) working days will not entitle you to a refund at all of any part of the booking fee. You will however be entitled to a reinstatement of your RCI® trading points and any subsequent exchange or rental holiday booking using these same trading points will result in a new booking fee having to be paid.

6.11 As a general rule, you may only book into peak time if your deposited week is a peak week. This may differ depending on your ownership type.

6.12 You may at any time change your exchange holiday booking by notifying RCI® before the check-in date. Other than an exchange holiday booking change made within 5 (five) working days day of the original booking date, your initial exchange holiday booking fee is however not refundable or transferable thereafter and you may request an exchange holiday booking change at an additional exchange holiday booking fee.

6.13 Your booking is only transferable with an RCI® Guest Certificate. Guest certificates can only be requested by an RCI® Member and for which you will be charged an additional non-refundable fee as determined by RCI® from time to time. No Guest will be allowed occupation without a Guest Certificate.

6.14 Your exchange holiday booking will be cancelled without notice if any booking fees are outstanding or your bank rejects the debit against your bank account or credit card.

**6.15 Requests for the extension/reinstatement of expiring/expired RCI® trading points will not be granted by RCI® at all. Where previous exchange holiday bookings were made using expired RCI® trading points, these will be forfeited if such an exchange holiday booking is cancelled for any reason whatsoever.**

### **RCI® Local Destinations**

6.16 Subject to the terms above, in the event that you made a local exchange holiday booking and you request within 5 (five) working days a change to your exchange holiday booking, you shall be entitled to change the exchange holiday booking to an alternate date without having to pay an additional exchange holiday booking fee. **Any request received from you after 5 (five) working days will only be permitted at RCI®'s discretion and subject to the exchange holiday booking fee having to be repaid.**

6.17 For the avoidance of doubt where RCI® trading points are credited or dates changed for local exchange holiday bookings the general rule of no monetary refund will apply. We recommend that you take out a suitable exchange holiday replacement insurance product which protects you in the event of a cancellation due to certain unforeseen circumstances.

### **RCI® International Destinations**

6.18 Standards and grades at RCI® affiliated international resorts may vary from country to country.

6.19 Some affiliated international resorts may require a mandatory all-inclusive fee that covers various in resort expenses, including but not limited to meals, beverages, equipment usage, spa treatments, cleaning services, tours, etc. **It is your responsibility to ensure that you check with RCI® whether a mandatory all-inclusive fee applies when making an international exchange holiday booking. RCI® accepts no responsibility or liability for any costs that you may incur (whether before, during or after the check-in date) in respect of a mandatory all-inclusive fee and will not refund you the costs of such a fee paid to an affiliated international resort.**

6.20 **You should ensure that you have made transfer arrangements to and from affiliated international resorts as this is not RCI®'s responsibility.**

### **RCI® Holiday Choices**

6.21 Alternative or additional options that allow members to trade timeshare weeks or points ownership for cruises, hotels, packaged holidays, etc., are also offered by RCI®. They are collectively known as RCI® Holiday Choices, and include RCI®'s popular Cruise Exchange Programme.

6.22 The suppliers or principals, such as cruise liners and hotels, will tend not to be affiliated to RCI®. They are selected by RCI® for the holiday value they offer the members.

6.23 The booking fee under RCI Holiday Choices will usually be less than the price normally available to the general public for the same holiday or product. Please refer to the section on "Specific Terms and Conditions Applicable to RCI® Travel" for further terms and conditions relating to these suppliers.

## **7. RCI® EXCHANGE CONFIRMATION**

7.1 An exchange holiday confirmation can only be issued to and used by the Member who has deposited timeshare ownership rights or timeshare rights of use for exchange in the RCI® Spacebank® pool; unless the Member gives the exchange holiday confirmation to a friend or family member by obtaining a Guest Certificate from RCI®.

7.2 A fee will be charged for issuing a Guest Certificate.



- 7.3 The exchange holiday confirmation letter and Guest Certificate must be produced at the resort as proof of your reservation.
- 7.4 Members should ensure that Guests check all the details on the Guest Certificate carefully and notify us as soon as possible if anything is incorrect.
- 7.5 Guest Certificates can be used only by the person(s) named on them and must not be used by anyone under 18 years of age, or 21 years of age for travel to the USA.
- 7.6 Additional people may travel with the recipient of the Guest Certificate provided that the number of persons does not exceed the maximum occupancy limit on the exchange holiday confirmation. RCI® reserves the right to request certified copies of Guest identification.
- 7.7 Guest Certificates are the property of and proprietary to RCI®. Any unauthorised alteration, fraudulent use or misappropriation of RCI® Guest Certificates will result in the immediate cancellation of your exchange holiday booking and RCI® membership, without any booking, certificate or membership fee refund. RCI® reserves the right to, where necessary; refer the misuse of its Guest Certificates to the law enforcement authorities for investigation and possible prosecution.
- 7.8 Members are fully responsible for their Guests and everyone travelling with a Guest who has been issued a Guest Certificate. This means that members accept full liability for all the acts and/or omissions of Guests and everyone travelling with a Guest who has been issued a Guest Certificate, for any damage caused by them or expenses unpaid by them, for any charges relating to the exchange holiday booking or its cancellation, for occupation of the accommodation by more than its maximum occupancy and for replacing any items missing from the unit on departure.**

## **8. RCI® RENTAL HOLIDAYS**

- 8.1 As a valid RCI® Member you are entitled to book Bonus Break® and Extra Holidays® through RCI®, which holidays are usually acquired for and offered to RCI® members at below open market rental prices.
- 8.2 To qualify for a Bonus Break® you need to Spacebank® your current or future years' timeshare weeks/points. This varies with regard to timeshare club ownership. International Bonus Break® weeks, if available, are from time to time subject to certain additional conditions. Please check with RCI® for details and any restrictions.
- 8.3 You do not need to Spacebank® your current or future timeshare weeks/points to qualify for an Extra Holiday®. These holidays are usually offered on a rental fee basis, but may also be offered to you on a rental fee plus the use of your RCI® trading points basis at affiliated resorts or hotels.
- 8.4 You may not rent out a Bonus Break® or Extra Holiday® at all as these are solely meant for the benefit of RCI® members. Your RCI® rental holiday booking is strictly not transferable for commercial gain/purposes and should you use your RCI® rental holiday booking for such gain/purposes, your RCI® membership will immediately be cancelled without any rental holiday booking and/or membership fee refund, return of deposited timeshare weeks/points or reinstatement of cancelled RCI® trading points (if any) to you.**
- 8.5 You may cancel your rental holiday booking and receive a full refund of the rental holiday fee if the rental holiday booking is cancelled within 5 (five) working days from the date of the rental holiday booking being confirmed by RCI®.

**You will only be entitled to one cancellation and refund request within a 5 (five) working day period. A rental holiday booking cancellation request received by RCI® after 5 (five) working days will be subject to the deduction of a non-refundable reasonable rental holiday booking fee determined by RCI® from time to time, the amount of which will be disclosed to you at the time of booking.**

**8.6 In addition to the non-refundable rental holiday booking fee, RCI® will also deduct a reasonable rental accommodation cancellation fee. The rental accommodation cancellation fee that RCI® will deduct from the rental accommodation refund due back to you is determined as follows:**

<b>Calendar Days to Check- In Date</b>	<b>Cancellation Amount to be Deducted From the Rental Accommodation Fee Refund Due to You</b>
<b>61 days or more</b>	<b>10% (ten percent) of the fee due to you</b>
<b>31-60 days</b>	<b>50% (fifty percent) of the fee due to you</b>
<b>15-30 days</b>	<b>70% (seventy percent) of the fee due to you</b>
<b>0-14 days</b>	<b>100% (one hundred percent) of the fee due to you</b>

**8.6.1** If any RCI® trading points were used for a rental holiday booking you will however be entitled to a full reinstatement of those RCI® trading points and any subsequent holiday booking using these same trading points will result in a new rental or exchange booking fee having to be paid.

**8.6.2** Any rental holiday booking cancellation request received by RCI® after the check-in date and time of your confirmed rental holiday booking, whether received by RCI® within the 5 (five) working day period or not, will not be accepted by RCI® or qualify for a refund of the rental holiday fee at all. All rental holiday fee cancellation refund payments that may be due to you are subject to RCI® having first received full payment of the rental holiday fee into RCI®'s bank account and subject to any banking confirmation and/or administration refund process. Rental holiday cancellation fee refunds will only be made to you 15(fifteen) working days after the date of receipt from you of the applicable rental holiday booking fee.

## **9. RCI® AFFILIATED RESORTS AND POINTS CLUBS**

**9.1** You acknowledge that each RCI® affiliated resort and points club is a separate and distinct legal entity from RCI® and that as a separate legal entity each RCI® affiliated resort and points club reserves the right of admission.

**9.2** You are solely liable for all outstanding fees, assessments and levies relating to the holiday time you own at your home resort or points club.

**9.3** You are responsible for payment of any expenses, including without limitation, any applicable taxes, personal expenses, utility charges, and security deposits, incurred while occupying an accommodation unit received through the RCI® booking confirmation, as well as any damage, theft or loss caused by you or any of your Guests.

**9.4** You are responsible for all acts, omissions, neglect or default of your Guests whether you accompanied them or not.

**9.5** Any additional fees prescribed by the affiliated resort (e.g. parking, conservation, activity or entertainment fees), will be solely for your or your guests' account.

- 9.6 Any fees, incurred by you or your guests for the use of affiliated resort facilities, are determined and collected by the resort.
- 9.7 Maximum resort occupancy limits must be adhered to at all times and includes children of all ages. Sleeper couches are recommended for children 12 years and younger only.
- 9.8 Should a unit number not appear on the RCI® booking confirmation letter, one will be assigned to you by the affiliated resort on check-in.
- 9.9 The affiliated resort has the right to assign a different unit to the one originally allocated to you under an RCI® booking confirmation letter and as RCI® does not own or manage resorts, RCI® will not be liable to you or your Guests for any such change.
- 9.10 You are solely responsible for confirming your booking details and requirements with the affiliated resort before the check-in date and time.**
- 9.11 You are responsible for notifying the affiliated resort in advance if you anticipate arriving after the stipulated check-in time of the resort.
- 9.12 Pets are not allowed at any affiliated resorts.
- 9.13 In terms of Section 40 of the Immigration Act, 2002, accommodation establishments are obliged to request valid identification from customers and therefore you and your guests should have proper identifying documentation on check-in. Accommodation establishments may be entitled to deny access if any person does not comply with this requirement.
- 9.14 If RCI® provides a confirmed booking at an affiliated resort and a unit is not available at check-in due to an RCI® booking error, RCI® reserves the right to cancel the holiday booking and offer you an equivalent alternate holiday accommodation. If no equivalent alternate holiday accommodation is available, RCI® will either hold the booking fee as a credit to your member account against future booking fees, or at your request, refund the entire booking fee to you. If the booking error was the result of factors within RCI®'s reasonable control, then the provisions of section 47 of the Consumer Protection Act, 2008 will apply.
- 9.15 If RCI® provides a confirmed booking at an affiliated resort and the specific unit for which the confirmation letter is provided becomes unavailable due to a refurbishment being undertaken by the resort or for any other reason whatsoever, the resort shall provide you with a similar unit and you will have no claim against RCI® as a result thereof.**
- 9.16 **RCI® does not sell or buy timeshare weeks/points, own or operate affiliated resorts or points clubs and is therefore not liable for their description (save as set out in RCI® compiled advertisements), 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 resort itself. If this does not produce a satisfactory result, you or your Guest should call or email the local RCI® Help Desk as soon as possible and RCI® will use all reasonable endeavors to assist you.
- 9.17 RCI® accepts no liability to you or your Guests, for any costs and expenses incurred during your/their stay at an affiliated resort (including without limitation the costs of alternative accommodation) where you or your Guests have complained about accommodation or the services provided at the affiliated resort, unless prior authorisation has been given by RCI® for such costs to be incurred.**
- 9.18 In the event that the affiliated resort does not resolve the matter satisfactorily, please inform RCI® within 30 (thirty) days of your return home by writing to the RCI® **Customer Care Department** at: **P.O. Box 783940, Sandton, 2146** or by emailing **go@rci.com**, giving your membership number and all other relevant information. RCI® reserves the right to refuse to consider any complaints made where this procedure has not been followed.

## **10. THIRD PARTY SERVICES**

RCI® does not provide travel bookings to its members. However RCI® has provided a link in RCI®'s website to a third party service provider for the RCI® Member's travel requirements. RCI® will not be liable and accountable for the services provided by

the third party service provider and for the materials provided in the third party website. RCI® mandates its members to read the terms and conditions of the third party website before availing the services.

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. Some additional products and services made available to Members may be provided by third parties and may be subject to separate terms and conditions of such third parties.

#### **10.1 Responsibility of Members**

**It is the responsibility of Members to obtain proper, current and valid travel documents, including, but not limited to, passports and visas and also vaccinations, inoculations and the like.**

#### **10.2 Confidentiality**

RCI® will maintain confidentiality of all transactions provided that, by doing so, it acts within the framework of South African law.

#### **10.3 Insurance**

We strongly advise passengers to take out insurance, covering medical, cancellation, curtailment and default at the time of booking.

#### **10.4 OTHER SERVICES**

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. RCI® is not liable for their description, services and/or presentation by such service providers. RCI® accepts no liability to Members or their Guests for any costs and expenses incurred by them while availing such services.

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

### **11. RCI®'s LIABILITY**

**11.1 RCI®, its directors, officers, employees, associated companies, agents or servant's liability for loss or damage incurred by you, howsoever arising through use of the RCI® exchange system, products or services, is limited to the fee paid by you to RCI® in respect of the transaction giving rise to such a claim/s.**

**11.2 All published and printed affiliated resort information is obtained from the respective resorts and is, to the best of RCI®'s knowledge and belief, accurate and complete.**

**RCI® is not responsible for erroneous or omitted information concerning affiliated resorts, save where it has been grossly negligent.**

**11.3 Should RCI® cancel a booking/s, cancel your membership or close your file/s without a points reinstatement or any booking or membership fee refund due to a breach of any of these terms and conditions by you, your Guests or Agent, you acknowledge and agree that RCI® may retain your timeshare weeks/points deposited with RCI® prior to such cancellation or closure, and that you shall have no claim whatsoever against RCI® for the return of such deposited timeshare weeks/points.**

**11.4 RCI® accepts no liability whatsoever for any injury, death, loss, damage, expense or accident, suffered by you, your Guests and anyone travelling with a Guest at an affiliated resort, arising from any act of God, nature, war, terrorism, insurrection, riot, boycott, theft, fire, labour action, government action, natural disaster, bad weather or interrupted electrical/water/municipal services.**

## 12. THESE TERMS AND CONDITIONS

12.1 These terms and conditions have been written in manner that complies with consumer protections laws and to the extent that the law may change these terms and conditions will be amended to reflect such changes.

12.2 These terms and conditions, and/or any fees payable to RCI<sup>®</sup> in terms hereof, may also be changed from time to time at the sole discretion of RCI<sup>®</sup>.

12.3 You will receive at least 30 (thirty) days written notice via email or post of any changes to these terms & conditions before they are effective. The dates on which such changes will take effect will be stipulated by RCI<sup>®</sup>.

12.4 A copy of the current and updated terms and conditions will always be available at the premises of RCI<sup>®</sup>, and may be inspected during office hours by any Member or Guest. Copies of the latest version of these terms and conditions may also be obtained from RCI<sup>®</sup>'s offices from Monday-Friday during office hours (08h00-17h00).

12.5 In addition, a copy of such current and updated terms and conditions will also always be available on the RCI<sup>®</sup> website (RCI.co.za).

**12.6 These terms and conditions and any other provisions contained in any RCI<sup>®</sup> publications, documents or as published on the RCI<sup>®</sup> website (www.rci.co.za) from time to time, constitute the only terms and conditions governing the contractual relationship between you and RCI<sup>®</sup>, and no terms and conditions between you and RCI<sup>®</sup> at variance with these terms and conditions, and no warranties, guarantees, undertakings, or representations made by RCI<sup>®</sup>, it's directors, officers, employees, agents or servant's, not contained herein, shall be of any force or effect.**

12.7 To ensure that you are accurately informed of all aspects of your membership, the use of the RCI<sup>®</sup> exchange system, products or services, details of the resorts participating in the RCI<sup>®</sup> exchange system as well as any changes to these terms and conditions, you are encouraged to visit RCI<sup>®</sup>'s website (RCI.co.za) on a regular basis.

## 13. SOUTH AFRICAN LAW AND DISPUTE RESOLUTION

13.1 These terms and conditions are governed by the laws of the Republic of South Africa.

13.2 In terms of South African VAT legislation, VAT is levied at the required rate and included where applicable.

13.3 Subject to the provisions of the Consumer Protection Act, 2008 and any regulation published under it, you agree that any dispute you may have with RCI<sup>®</sup> regarding these terms and conditions, your RCI<sup>®</sup> membership, your RCI<sup>®</sup> file/s or RCI<sup>®</sup> products and services, may be resolved by way of arbitration. You agree that the Consumer Goods & Services Ombud ("CGSO"), or its successors in title or name, shall be the arbitrating body responsible for resolving your dispute with RCI<sup>®</sup> and that CGSO's decision on any disputed matter shall be final and binding. The arbitration shall be conducted by way of written evidence only and CGSO shall, having regard to the facts of a dispute, make an award that it deems equitable, justifiable, appropriate and reasonable. Any such award shall be made in writing and motivated by CGSO.

13.4 Nothing contained in these terms and conditions shall prohibit you or RCI<sup>®</sup> from approaching a court or tribunal or other body of competent jurisdiction in respect of any valid dispute or claim that either you or RCI<sup>®</sup> may have against the other.

The resolution of disputes by arbitration shall merely be the preferred method of dispute resolution between RCI<sup>®</sup> and you, but you and RCI<sup>®</sup> may deviate from this preference.

## 14. GENERAL TERMS AND CONDITIONS

14.1 Any reference to:

14.1.1 "Working Day/s" shall mean calendar days, but exclude the date of the event, a Saturday, Sunday or any statutory Public Holidays.

14.1.2 "Booking" shall mean a booking made in person, telephonically or electronically.

14.2 All RCI<sup>®</sup> pricing and fees are inclusive of the current Value Added Tax rate in the Republic of South Africa.

14.3 No waiver of any of the terms and conditions of this agreement by RCI<sup>®</sup> will be binding for any purpose whatsoever, unless expressed in writing and signed by a duly appointed director of RCI<sup>®</sup> for the purpose given.

14.4 No failure or delay on the part of RCI<sup>®</sup> in exercising any right, power or privilege will operate as a waiver, nor will any other or further exercise thereof or the exercise of any other right, power or privilege, operate as a waiver.

14.5 Words and expressions used in this document shall bear the ordinary meaning assigned to them unless the context dictates otherwise

## **VOASA CODE OF ETHICS**

**A Code of Ethics has been established by the Vacation Ownership Association of Southern Africa ("VOASA"), in conjunction with the Business Practices Committee of the Department of Trade & Industry, to promote the long-term interests of the industry. All members of VOASA, including RCI<sup>®</sup>, are compelled to comply with the terms and spirit of the Code and the Timeshare Control Act. The bulk of the Code is applicable to everyone in the industry. The full Code is available on the VOASA website. The following is a summary of the main provisions:**

- a) No activity, whether of an advertising or promotional nature or otherwise, conducted by any member, its subsidiaries, servant or employees, shall be such as to bring timesharing into disrepute or reduce the confidence of the public in the timesharing industry as a reputable service to the community.
- b) Statements, presentations, descriptions, literature or documents used in any advertising or promotional activities:
  - (i) may not convey false or misleading information about the product;
  - (ii) may not omit material information without which such information could have a deceptive or misleading effect on the consumer's decision to purchase;
  - (iii) must be consistent; and
  - (iv) must be easily understandable by the consumer.
- c) Timesharing must be presented in advertising and promotional activity as an investment in future holidays. It is not primarily purchased for rental yield, return on investment or capital gain on resale.
- d) Every contract must contain a provision entitling a purchaser to withdraw from the contract within 5 (five) working days of the purchaser signing the contract. Written notice of the withdrawal must reach the seller within the 5 (five)-day period, at an address, which must be contained in the contract. A facsimile number must also be given and receipt of facsimile, telegrams or phonograms are stipulated as sufficient written notice by the purchaser.
- e) Each contract must be accompanied by a checklist, entitled a Certificate of Purchase, which explains the essential elements of the contract. The checklist must be fully initialed and signed by the purchaser at the time of sale.
- f) The timeshare resort or points club product must be accurately presented without exaggeration.
- g) Representations may not be made to the effect that there is a limited time for the consumer to accept the terms of an offer when such, in fact, is not the case.
- h) The Contract of Sale must be made available to the client at the time of sale, before signing or before the contract becomes binding.
- i) The client may not be discouraged from seeking professional advice.
- j) Members may not withhold or unreasonably delay the provision of the signed copy of the Contract of Sale to the client. The client must be provided with a copy of the Agreement immediately after signature thereof. Members of VOASA are required to display this abridged Code of Ethics in a prominent position at their sales offices. Should any member of the public have a complaint regarding a breach of this Code of Ethics, they are invited to address their complaint in writing to:

**Vacation Ownership Association of Southern Africa ([www.voasa.co.za](http://www.voasa.co.za))**

PO Box 2823, Durbanville 7551

Tel: 021-914-5210

Fax: 021-914-5202

Email [voasa@voasa.co.za](mailto:voasa@voasa.co.za)

**Upon VOASA receiving a complaint concerning the alleged breach of the Code of Ethics, which cannot be resolved, VOASA shall obtain the relevant documents from the parties and, where necessary, hold a hearing at which all the parties will be invited to make both written and personal representation.**