

- General Conditions
- Club Rules

Wyndham Home Exchange - General Conditions

YOU MAY CANCEL YOUR MEMBERSHIP OF THE WYNDHAM HOME EXCHANGE WITHIN 14 DAYS FROM THE DATE OF RECEIPT OF THESE CLUB RULES AND GENERAL CONDITIONS (TOGETHER THE “CLUB RULES”).

The capitalised terms used in these General Conditions can be found in the Definitions section of the Club Rules below.

These Club Rules set out the terms by which Wyndham Home Exchange Members (“Members” or “You”) are permitted access to the Reservation System. These Club Rules and the General Conditions together form your agreement in relation to Wyndham Home Exchange and establish the relationship between the Member and Club Administrator.

The Member acknowledges that, in addition to these Club Rules, his/her access, use, occupancy and enjoyment of Network Accommodation in and through the Exchange Programme may also be governed (to the extent applicable) by the RCI Points Terms of Membership, which are available at www.rci.com or on request and may change from time to time, but it should be noted that the benefits available through Wyndham Home Exchange may differ to those generally available to RCI members. In the event of any conflict between these Club Rules and the RCI Points Terms of Membership these Club Rules shall prevail.

1. SCOPE AND PURPOSE

Members use the Club and the Exchange Programme to reserve the use of Owner’s Accommodation and Network Accommodation. Members should carefully review these Club Rules to gain an understanding of the terms, conditions, operation and use of the Club. Should these Club Rules or any of the documents contain anything which conflicts with any other information You may have been given then the information contained in these Club Rules will prevail. **THE TERMS OF THESE CLUB RULES ARE SUBJECT TO CHANGE FROM TIME TO TIME, INCLUDING, BUT NOT LIMITED TO, FEES, BENEFITS AND RESERVATION PROCEDURES AND PRIORITIES. CHANGES WILL BE POSTED AT www.wyndhamhomeexchange.com/cottages**

2. THE CLUB

Members will have access to a global exchange network of Owner’s Accommodation and Network Accommodation. The rights and term of Membership may vary between Members and may be offered for varying lengths of time. The Club uses a rating system based on Points in order to value the Registered Exchange Weeks registered with the Club by its Members.

The Club provides for the introduction of Registered Exchange Weeks into the Club. In such cases, the Member registers with the Club all rights of use, occupancy and enjoyment in respect of such Registered Exchange Weeks. The Member retains title to the Accommodation, subject to the rights registered with the Club in accordance with these Club Terms.

The Club does not provide travel services. The Member is responsible for all other arrangements and charges incurred including, but not limited to, changes in itinerary, upgrades, surcharges and government charges, entertainment, beverages, meals, taxes, flights, ground transportation, tours, golf green fees, personal expenses, utility or security deposits and other fees or charges levied for the use of Owner’s Accommodation or Network Accommodation amenities and facilities.

Wyndham Home Exchange is not covered by any scheme of Financial Protection.

Members must have in their possession all proper documentation required by any country visited. Members are advised to consult with the appropriate governmental agencies and embassies to determine what documentation will be required. Without limitation, The Club Administrator and its associated companies do not accept responsibility if Members cannot travel because they have not complied with any passport, visa, customs or immigration requirements.

3. NATURE OF RIGHTS ACQUIRED

You have agreed to be enrolled as a Member of Wyndham Home Exchange which is administered and managed by RCI Europe, Kettering Parkway, Kettering, Northants NN15 6EY in its capacity as Club Administrator.

When You register Registered Exchange Weeks into the Club You are allocated Points which last for a specific timeframe. These Points can be used to reserve the right to use the Owner’s Accommodation or Network Accommodation which is available for use by Members from time to time. Both Your Membership and Points use are subject to the obligations as set out in the Club Rules.

4. OWNER’S ACCOMMODATION AND NETWORK ACCOMMODATION INFORMATION ACCURACY

Care has been taken in compiling the Owner’s Accommodation and Network Accommodation facilities information.

Information about Owner’s Accommodation and Network Accommodation published by the Club

Administrator, including but not limited to facilities, amenities and services, is solely derived from information produced and provided by the relevant Owner or Affiliated Resort. It should be noted that the management of the resorts or properties in which the Club Administrator offers Owner’s Accommodation or Network Accommodation is under the control of the Owners or Affiliated Resorts respectively. Accordingly this information is subject to change as determined by the Owners or the Affiliated Resorts. The accuracy of the information is similarly dependent upon the accuracy of the information provided by the Owner or Affiliated Resort concerned. You should be aware that facilities, amenities and services provided at an Owner’s Accommodation or Affiliated Resort may be withdrawn without notice at the discretion of the Owner or Affiliated Resort or may be restricted at certain times of the year. Some of these facilities are available on a “pay to use” basis. In addition certain Owners or Affiliated Resorts may charge a deposit. In certain countries Owners or Affiliated Resorts are required to collect a tourist tax. Members must make their own enquiries about an Owner’s Accommodation or Affiliated Resort description and satisfy themselves that an Owner’s Accommodation or Affiliated Resort or Network Accommodation will meet all their needs,

particularly if travelling out of season and Members wishing to holiday at a specific Owner's Accommodation or Affiliated Resort should enquire at the time of making a reservation as to what charges and payments will be applicable at the Owner's Accommodation or Affiliated Resort concerned. Although the Club Administrator makes reasonable efforts to ensure that Owner's Accommodation or Affiliated Resort information published on behalf of Owners or Affiliated Resorts is accurate and up to date, the Club Administrator cannot accept responsibility for publishing and/or repeating any inaccurate, incomplete or misleading information provided by any Owner or Affiliated Resort, except in the case of negligence on the part of the Club Administrator.

5. RESERVATIONS AND EXCHANGES

Detailed rules regarding Reservations are contained in the Club Rules. All Reservations requests are granted on a first come first served basis.

Unused Points can be saved, extended and also borrowed from the next Use Year for use in the current Use Year in accordance with the Club Rules.

The Club Administrator is an independent rental and exchange service company and is not owned, operated or controlled by any Owner or Affiliated Resort participating in the Club.

The Club is designed to provide comparable exchanges, by the assignment of Points to each Registered Exchange Week or Network Accommodation.

All exchanges are subject to availability. The Club Administrator's ability to confirm Reservation requests for Members is dependent upon the availability of Owner's Accommodation or Network Accommodation which has been deposited by other Members, Owners or Affiliated Resorts. The Club Administrator does not represent that specific resort or accommodation choices, holiday dates and/or travel arrangements can be guaranteed.

6. TRANSACTION FEE(S)

You agree to pay the Transaction Fee(s) at the then current rate to the Club Administrator. You acknowledge that the Transaction Fee may change from time to time

7. GENERAL CONDITIONS

a. You acknowledge that between 1 - 5 Registered Exchange Weeks per Use Year can be registered with the Club Administrator.

b. You must honour and permit all reservations of your Registered Exchange Weeks made by the Club Administrator. You shall not disturb the rights of the Club Administrator nor any other Member, guest or holidaymaker to use, enjoy, occupy and otherwise perform their respective rights, privileges and duties with respect to Your Accommodation, nor disturb the rights of the Club Administrator or any other Member, guest or holidaymaker with respect to the use and enjoyment of the Registered Exchange Weeks registered by You with the Club.

c. You acknowledge that options available to You for Reservations and the procedures and conditions governing Reservations are set out and incorporated in these Club Rules.

d. You acknowledge that the Owner's Accommodation or Network Accommodation for which You receive a confirmed Reservation may differ in size, design, furnishings, amenities and facilities from that registered by You into the Club.

e. You must advise the Club Administrator in writing prior to any change in ownership of Your Accommodation occurring.

f. You understand that Your Membership cannot be assigned or otherwise delegated or transferred or novated in whole or in part by You without the prior written consent of the Club Administrator.

g. You will not, during the Registered Exchange Weeks (as may be amended from time to time), assign, offer or make available the Accommodation to any third party outside the Club.

h. You will comply with all applicable laws, Club Rules and regulations and obtain and comply with all applicable licences, grants and permissions in the relevant jurisdiction where the Accommodation is located.

i. You agree that the Club Administrator, its associated companies or its assignees shall be entitled to inspect and, if applicable, require You to carry out specific works to Your Accommodation at any time upon request if necessary to make the Accommodation safe. Without prejudice to exercising its rights under this clause the Club Administrator reserves the right to refuse to accept any Reservations for Your Accommodation until any request by the Club Administrator has been complied with.

j. You may not make any additional charges (including without limitation to Members, guests and holidaymakers) in relation to your Registered Exchange Weeks unless they have been fully disclosed prior to a booking being made and have been approved (at its discretion) by the Club Administrator.

Wyndham Home Exchange - Club Rules

1. DEFINITIONS.

In these Wyndham Home Exchange Club Rules ("Club Rules") the following words and expressions have the following meanings:

- a) Accommodation(s) means the real estate property/properties owned by You which is/are subject to an Agency Agreement.
- b) Affiliated Resort(s) means a holiday resort where Network Accommodation is located and which has an affiliation agreement with the Network Administrator.
- c) Agency Agreement means Your agreement with Wyndham Vacation Rentals (UK) Ltd ('WYNVR') under which you appoint WYNVR as the booking and/or marketing agent for your Accommodation(s)
- d) Club means the Reservation System pursuant to which Members may register Registered Exchange Week(s) and use Points to reserve Owner's Accommodation and Network Accommodation and is conducted pursuant to the Club Rules and further specified in Rule 2.
- e) Club Administrator means RCI Europe, Kettering Parkway, Kettering, Northants, NN15 6EY, United Kingdom and its associated companies and valid assignees. The Club Administrator is a company registered in England with number 1148410
- f) Club Rules means these Club Rules as they may be amended by the Club Administrator from time to time
- g) Deposit means the registration into the Club by a Member, pursuant to the Club Rules of Registered Exchange Week(s) for use and Reservation by other Members, members of the Exchange Programme, guests, holidaymakers or other persons as permitted by the Network Administrator.
- h) Exchange Programme means the exchange programme operated by the Network Administrator whereby a member may use Points to reserve Network Accommodation.
- i) Exchange Reservation means a Reservation made by a Member not returning to his/her own Accommodation, using his/her Points to reserve Owner's Accommodation or Network Accommodation within the Club and the Exchange Programme.
- j) General Conditions means the general conditions of the Club as they may be amended by the Club Administrator from time to time
- k) Points means the value allocated from time to time to Registered Exchange Week(s) by the Club Administrator and used to reserve Owner's Accommodation and Network Accommodation within the Club and from the Exchange Programme.
- l) Member means a person who during the relevant period is subject to an Agency Agreement, has registered Registered Exchange Week(s) with the Club and whose enrolment has been accepted by the Club Administrator and the term "Membership" shall be construed accordingly.
- m) Network Accommodation means accommodation at Affiliated Resorts available from the Exchange Programme consisting of recurring weeks or other increments of time.
- n) Network Administrator means RCI Europe (Points) Limited, Kettering Parkway, Kettering, Northants, NN15 6EY, United Kingdom and its associated companies and valid assignees.
- o) Owner's Accommodation means the real estate property owned by an individual title holder who may or may not be a Member and the term "Owner" shall be construed accordingly.
- p) Registered Exchange Week(s) means the weeks at the Owner's Accommodation which have been registered as Wyndham Home Exchange weeks in accordance with the Club Rules and the procedures specified by the Club Administrator and/or WYNVR from time to time.
- q) Registered Rental Week(s) means the weeks available for rental in accordance with Your Agency Agreement
- r) Rental Points means the ability to purchase additional points from the Club Administrator in order to complete a Reservation subject to the applicable payment.
- s) Reservation(s) means a right of a Member to occupy or use Owner's Accommodation or Network Accommodation.
- t) Reservation System means the method, means or system as provided for in the Club Documents pursuant to which Members may obtain a Reservation which is administered by the Club Administrator.
- u) Transaction means a Reservation request, including where applicable but not limited to any Daily/Split Reservation request, the saving/borrowing/extending/renting of Points, wait list entry, Reservation cancellations and Reservation requests.
- v) Transaction Fee(s) means the fee payable upon completion of a Reservation and/or as otherwise specified in the Club Rules.
- w) Use Year means an annual recurring twelve (12) month period and operating on an anniversary basis.

2. APPLICABILITY

Each Member and guest of the Club acknowledges: The Club is not a body corporate, association or legal entity of any kind. Instead, the Club is the service name given to the variety of exchange, reservation and use services and related benefits offered from time to time by the Club Administrator, together with such additional services as agreed with other service providers. The services to be provided include the operation of the Reservation System and the Club, through which Members exchange and reserve use of Owner's Accommodation or Network Accommodation. The Club Administrator has the discretion to decide who shall be eligible for Membership, and further reserves the right to refuse or cancel Membership where advisable or 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.

3. CONDITIONS TO PARTICIPATION

In order for any person to make a Reservation, the following conditions must be met:

(a) Enrolment:

- (1) The Member must be subject to a current Agency Agreement with WYNVR in relation to his/her Accommodation;
- (2) The Member must have been enrolled by the Club Administrator into the Club;
- (3) The Accommodation must be safe and of an appropriate standard.
- (4) The Member must have registered between 1 and 5 Registered Exchange Weeks with the Club.

(b) Registration is subject to the following conditions:

- (i) You may only register Registered Exchange Weeks which consist of a 7 (seven) day interval at the Accommodation(s).
- (ii) All Registered Exchange Weeks that you register must be taken from the "Owner Bookings Allowance" set out in Your Agency Agreement. Registered Exchange Weeks will therefore form part of your Owner Booking Allowance and are subject to any limits or restrictions set out in Your Agency Agreement.
- (iii) No Registered Exchange Weeks may be for the Christmas and New Year period.
- (iv) Only one Registered Exchange may be within the Summer Season which runs from the 1st Saturday in April or Good Friday (whichever is earliest) through to and including the 1st Saturday in November.
- (v) All Registered Exchange Weeks are subject in any event to the approval of WYNVR and/or the Club Administrator at their discretion and to any restrictions that they may impose.

(c) Continuing Membership

- (i) The Member must at all times be subject to a current, binding Agency Agreement in relation to the Accommodation

4. POINTS VALUATION

Every Registered Exchange Week has been or will be assigned a Points value by the Club Administrator, determined at its discretion. The value assigned to Registered Exchange Week(s) will be based upon such factors as determined by the Club Administrator, which may include (without limitation) supply and demand for the Accommodation, accommodation type, seasonality, and facilities (if applicable). The Club Administrator may revalue Registered Exchange Week(s) at any time, which may lead to an increase or decrease in the assigned Points value.

5. POINTS ALLOCATION, USE YEAR

(a) Each Member shall be allocated the appropriate number of Points for each Registered Exchange Week introduced into the Club based on the valuation from time to time as set out in Rule 4 above.

(b) The initial allocation of Points to a Member is established when a person becomes a Member of the Club. Further allocations will occur upon the Deposit of additional Registered Exchange Week(s) by the Member into the Club. Once a Member has been assigned Points in respect of Registered Exchange Week(s) such Member will be allocated the equivalent number of Points in respect of such Accommodation subject to the valuation process set out in Rule 4 above.

(c) Further Points may be assigned to Registered Exchange Weeks (in accordance with Rule 4) when those Registered Exchange Weeks are registered in subsequent Use Years

IF WITHIN A GIVEN USE YEAR A MEMBER DOES NOT USE ANY OR ALL POINTS DURING THAT USE YEAR AND THOSE POINTS ARE NOT ELIGIBLE TO BE SAVED (AND AS A RESULT ARE NOT SAVED), THE MEMBER LOSES THE USE OF THOSE POINTS (AND ANY DEPOSITED ACCOMMODATION) AND THE UNUSED POINTS EXPIRE.

6. EXCHANGE RESERVATIONS

a) Reservation requests. A Member shall only be permitted to make a Reservation through the Club if the Member:

- adheres to all his/her obligations;
- Continues to appoint WYNVR as the sole booking and marketing agent for his/her Accommodation and to be subject to a binding Agency Agreement;
- has paid all transaction/booking fees due to the Club Administrator;
- his/her Membership is otherwise valid; and
- he/she is otherwise in compliance with the Agency Agreement and with these Club Rules.

b) Points Usage. In order to make a Reservation for use of particular Owner's Accommodation or Network Accommodation during any Use Year, a Member may only use Points allocated in that Use Year and any Points saved, borrowed or rented. Points shall be used in the following order: saved, current, borrowed, rented.

c) Exchange Reservation. Reservations can be made during the period which begins 10 months to 2 days in advance of the holiday start date.

d) Daily/Split Reservations. A Daily/Split Reservation allows the Member to use Owner's Accommodation or Network Accommodation or for durations greater or less than 7 days where Owners or Affiliated Resorts offer this type of Transaction.

e) A contract for an Exchange Reservation and/or Transaction is formed where acceptance is confirmed by the Club Administrator in writing. It is the Member's responsibility to check upon receipt that all particulars thereon are correct, as subsequent changes to any material aspect may be treated as a cancellation.

ALL EXCHANGE RESERVATIONS OF OWNER'S ACCOMMODATION AND NETWORK ACCOMMODATION ARE SUBJECT TO AVAILABILITY BASED UPON ALLOCATION OF POINTS TO A RESPECTIVE MEMBER AND AS DETERMINED BY THE CLUB ADMINISTRATOR IN ACCORDANCE WITH THE CLUB RULES. ALL RESERVATIONS ARE SUBJECT TO AVAILABILITY ON A FIRST COME, FIRST SERVED BASIS. ALL RESERVATIONS ARE CONTINGENT UPON THE MEMBER REQUESTING THE RESERVATION AND HAVING SUFFICIENT POINTS TO RESERVE THE DESIRED OWNER'S ACCOMMODATION OR NETWORK ACCOMMODATION. THE CLUB ADMINISTRATOR CANNOT GUARANTEE THE AVAILABILITY OF A RESERVATION OF ANY SPECIFIC OWNER'S ACCOMMODATION OR NETWORK ACCOMMODATION AND THROUGH THE CLUB, AS AVAILABILITY MAY VARY.

Reservation requests may be submitted by e-mail or by telephone using the contact details provided in the Membership pack.

7. RESERVATION SYSTEM PRIORITIES

The Club Administrator's ability to provide an Exchange Reservation for Members is based upon (i) the availability of Owner's Accommodation or Network Accommodation; and (ii) the Member having a sufficient number of Points to reserve the desired Owner's Accommodation or Network Accommodation.

Reservation requests can only be honoured if sufficient Points in relation to the desired Owner's Accommodation or Network Accommodation are available to the Member making the Reservation request. Other limitations, restrictions and priorities may be employed in the operation of the Club, including limitations based on seasonality, Owner's Accommodation or Network Accommodation size or other factors. These limitations may not be uniformly applied and as a result certain Owner's Accommodation or Network Accommodation may be restricted in availability based upon applicable priorities and classification grouping of resorts, Owner's Accommodation or Network Accommodation, or benefits.

8. TRANSACTION FEES

Each time a Member makes a Transaction or a Reservation, the Club Administrator will collect or procure the collection of the applicable Transaction Fee(s). Transaction Fees are established by the Club Administrator and may change or be varied from time to time.

9. BORROWING POINTS

A Member may borrow Points from the immediately subsequent Use Year so long as that Use Year is within the term of the Agency Agreement. The borrowing of Points and the use of borrowed Points may be suspended or otherwise limited by the Club Administrator at its sole discretion from time to time. If a Member has borrowed Points from a subsequent Use Year and then fails (for any reason) to register enough (or any) Exchange Weeks in that subsequent Use Year to equal the amount of Points borrowed, then the Club Administrator will be entitled to charge the Member such amount as it reasonably determines for the Points borrowed.

10. SAVING POINTS

(a) At any time, a Member may elect to save Points allocated to him/her in the current Use Year into the subsequent Use Year for the purpose of making an Exchange Reservation in that subsequent Use Year. If Points are saved, used for an Exchange Reservation and such Exchange Reservation is then cancelled by the Member, the saved Points shall remain in the Use Year into which saved.

(b) If a Member has not used all of his/her Points by the end of a Use Year, the Points eligible to be saved will be automatically saved into the Member's next Use Year. Points that have been saved must be used in the Use Year into which they were saved. Thus, if Points are not used in the Use Year into which they have been saved, they will expire. The saving of Points and the use of saved Points may be suspended or otherwise limited by the Club Administrator from time to time.

11. RENTING POINTS

Members may rent additional Points from the Club Administrator for use in a particular Use Year. The rental rate for Points is determined by the Club Administrator and may change from time to time. Rental Points may only be used in the current Use Year and cannot be saved. The Club Administrator reserves the right to restrict the total number of Points that can be rented within the Club in any one Use Year, the total number able to be rented by a Member during a Use Year, and/or the Reservations and Transactions for which rented Points can be used. Payment must be made by the Member renting such Points at the time of rental. The renting of Points may be suspended or otherwise limited by the Club Administrator from time to time.

12. CANCELLATIONS

All Transaction Fees are non-refundable in the event of an Exchange Reservation being cancelled by the Member or a no show at the Owner's Accommodation or Network Accommodation.

A Member may cancel an Exchange Reservation providing the Club Administrator receives written notification by letter, fax or e-mail from the lead name on the booking. The cancellation will be effective from the date that the Club Administrator receives such notification and once the 24 hour grace period has lapsed. In effecting cancellation, a Member will receive a refund of the total amount of Points used for the reservation, less the cancellation charges specified below unless a new reservation is made at the same time. All cancellations are subject to cancellation charges to compensate the Club Administrator for its reasonable estimated losses and expenses:

Number of days prior to reservation start date that the cancellation notice is actually received by the Club Administrator	Cancellation Charges - Points Refunded
24 hours from time of reservation or More than 90 days	100%
89-46 days	75%
45-30 days	50%
29-0 days	25%

13. EXCHANGE PROGRAMME

Members will have access to the Exchange Programme. A Member may make a Reservation of available Network Accommodation using the number of Points set forth in Exchange Programme grids published by the Network Administrator. Points are deducted at the time the Reservation is made. The standard terms and conditions of the Exchange Programme, in addition to these Club Rules, apply (to the extent applicable) to an Exchange Reservation. If there is a conflict between these Club Rules and the terms and conditions of the Exchange Programme, these Club Rules shall take precedence

14. GUESTS

A Member may arrange use of Owner's Accommodation and / or Network Accommodation by a guest subject to the requirements of the Club Administrator. Reservations for guests must be made by the Member but may be made in the guest's name. The Club Administrator reserves the right to charge a fee for non-Members (i.e. guests) being given access to Owner's Accommodation and Network Accommodation.

15. ADMINISTRATION

(a) Records, Statements. The Club Administrator will maintain records of all Reservations, use and allocation of Points

(b) Late Check-In. Unless a Member informs the Affiliated Resort or Owner that they anticipate checking in at the resort or Owner's Accommodation later than the arrival time designated for an Exchange Reservation, the arriving Member risks forfeiture of such Exchange Reservation and the Points used to make such Exchange Reservation, in accordance with the cancellation policy as set out above.

(c) Applicable Limitations. Various limitations exist for Owner's Accommodation and Affiliated Resorts (e.g. occupancy limitations, baggage limitations). Applicable occupancy limitations shall be observed by each Member and guest.

(d) Separation of the Club and Affiliated Resorts and Owners. The Club and Affiliated Resorts and Owners are separate and distinct entities and the services provided by the Club are separate and distinct from the products or services that are sold by or on behalf of the Affiliated Resort or the Owner. While the Club Administrator (or another company in its group) may have entered into contractual arrangements with Affiliated Resorts and/or Owners the Club Administrator does not have the ability to control the operations of the Affiliated Resorts or the Owner. Thus, the Club Administrator cannot be responsible or liable for the actions or omissions of Affiliated Resorts or Owners.

(e) Cancellation by Club Administrator. Exchange Reservations may be cancelled by the Club Administrator in respect to any Affiliated Resort or Owner's Accommodation which ceases to be an Affiliated Resort or Owner's Accommodation available to the Exchange Programme or the Club respectively. Upon any such cancellation, the relevant Points will be returned to the Member provided the Member has not breached the Club Rules or his/her Agency Agreement. The Club Administrator may also cancel an Exchange Reservation or withhold the allocation of Points due to a natural disaster, act of God, civil unrest or other unforeseeable circumstance outside the control of the Club Administrator which renders the Owner's Accommodation or Network Accommodation uninhabitable or unusable. Upon any such cancellation, the Member will receive a refund of Points used and/or any Transaction Fee paid for that Exchange Reservation. In addition, the Club Administrator may cancel an Exchange Reservation following the suspension or termination of a Member's Club Membership. Upon any such cancellation, the Member will not receive a refund of Points used or Transaction Fee paid for that Exchange Reservation.

(f) Withdrawal of Benefits. The Club Administrator may withdraw benefits, including Owner's Accommodation or Network Accommodation in accordance with the following:

(i) A resort may be terminated as an Affiliated Resort or an Owner's Accommodation made unavailable if it is not operated in a commercial or reasonable manner that enables it to meet its obligations or is otherwise not in compliance with the rules, regulations, policies and procedures of the Club or Exchange Programme;

(ii) If the Owner's Accommodation or Network Accommodation is destroyed or condemned or otherwise not suitable for use, the Network Accommodation or Owner's Accommodation may be withdrawn from the Club;

(iii) In the event an affiliation agreement is terminated or expires, or the Owner's Accommodation or Network Accommodation is otherwise terminated from its relationship with the Club Administrator of Network Accommodation, the applicable Network Accommodation and/or Owner's Accommodation will no longer be available. In such event, the Club Administrator shall use reasonable efforts to seek to make available alternative Owner's Accommodation or Network Accommodation for Members whose Exchange Reservations are cancelled; provided, the Club Administrator has no obligation to reimburse a Member for any cost or expenses or otherwise satisfy specific requests;

(iv) In the event that the Club Administrator terminates the operation of the Club.

(g) Re-Enrolment. If a Member's Membership terminates or is terminated by the Club Administrator for any reason, and the Member desires re-enrolment in the Club, the Member must complete enrolment documentation as required by the Club Administrator. The Member's re-enrolment is subject to the Club Administrator's right to refuse any enrolment.

(h) Non-Commercial Use. With the exception of rentals of a Member's Accommodation made in accordance with the Agency Agreement, Owner's Accommodation and Network Accommodation, use by a Member or guest may not be for commercial purposes, including rental or sale.

(i) Additional Fees, Damages. Members are responsible for payment of applicable taxes, personal expenses, utility charges, security deposits and other fees or charges levied with respect to their Accommodation or, if applicable, at Owner's Accommodation or Network Accommodation. Members are also responsible for any damages caused by themselves or their guests.

(j) Monitoring. Communications to and from representatives of the Club may be recorded for training or quality control purposes.

(k) Registered Exchange Weeks may be made available by the Club Administrator for bookings/reservation in connection with any of its exchange programmes. You must honour all reservations made by the Club Administrator which relate to the Registered Exchange Weeks.

(l) Privacy policy. RCI' Europe's Privacy Policy applies, and is available to view at www.rci.com.

16. MEMBER SUSPENSION AND TERMINATION

(a) Suspension. A Member may be suspended by the Club Administrator from participation in the Club or the Exchange Programme and use of his/her allocated Points if: (i) the Member breaches any provision of the Club Rules or the Agency Agreement; (ii) the Member fails to pay any fees due and outstanding to the Club or to any Affiliated Resort or Owner; (iii) if the Club is no longer operated by the Club Administrator. If a Member is suspended, the Member may not avail himself or herself of the benefits of the Club, including the following:

(i) the Member may not obtain Exchange Reservations;

(ii) the Club Administrator may cancel confirmed Exchange Reservations and remove the Member from any wait lists; and

(iii) the Member may not be allocated Points for a respective Use Year during suspension.

Any suspension of Membership shall not release a Member or his/her Accommodation from his/her obligations under the Club Rules.

(b) Termination. The Club Administrator may terminate a person's Membership to the Club upon the occurrence of any of the following:

(i) upon the termination or expiration of the Agency Agreement;

(ii) following suspension if the Member fails to cure the reasons for such suspension within such time as determined by the Club Administrator ; and/or

(iii) if the Club Administrator (at its discretion) determines any breach of the Club Rules or the Agency Agreement by the Member to be material, continuing or incurable.

Notwithstanding the termination of the Membership, all fees and other amounts owing to the Club Administrator by such Member shall be immediately due and payable to the Club Administrator. Upon termination, Use Rights associated with the Accommodation will remain subject to the assignment to the Club unless released by the Club Administrator.

17. MEMBER WITHDRAWAL

A Member may withdraw from the Club by giving written notice to the Club Administrator. The valid surrender of participation requires a minimum of 12 months' notice from the Member. The Member must complete a Wyndham Home Exchange Cancellation Form which upon receipt by the Club Administrator and subject to the foregoing shall terminate the Membership.

If Membership is terminated by the Member prior to the agreed surrender date then such termination shall take effect and the Club Administrator reserves the right to charge the Member a sum of up to £ 1,000 (One thousand pounds sterling) by way of liquidated damages as compensation to the Club Administrator for additional costs incurred by the Club Administrator in finding alternative accommodation for the Member making the Reservation or for any marketing or promotional costs incurred if applicable.

18. DATA PROTECTION

(a) The Club Administrator is the controller of data held in relation to Members, and their guests resident in the EU/EEA Member States and all processing of data by the Club Administrator and relating to Membership and to a Member, or a guest's use of the Club (in accordance with EC Directives 95/46/EC and 97/66/EC) is solely subject to the data protection laws applicable in England & Wales.

(b) RCI's Privacy Policy applies.

(c) The Club Administrator may also record or monitor telephone calls, without notification, for staff training and quality control purposes.

19. LIMITATION OF LIABILITY

The Club Administrator's liability to a Member or guest or holidaymaker who suffers any loss or damage through access with respect to their use of or inability to use Owner's Accommodation or Network Accommodation or for any loss or damages that may arise in connection to the Club Membership shall be limited to the actual fees and charges paid to the Club Administrator for use out of which the liability arose. **TO THE EXTENT PERMISSIBLE BY LAW THE CLUB ADMINISTRATOR IS NOT LIABLE FOR ANY DAMAGE TO, LOSS, OR THEFT OF PERSONAL PROPERTY WHICH OCCURS THROUGH THE USE OF YOUR ACCOMMODATION.** The Club Administrator accepts no responsibility for the acts or omissions of third parties providing such programmes or services directly to You unless otherwise stated. This limitation extends to directors, employees, agents and subcontractors of the Club Administrator and in no event shall the Club Administrator be liable for special, indirect, consequential or punitive loss, costs or damages. The Club Administrator accepts no responsibility for the acts or omissions of third parties providing such programmes or services directly to You unless otherwise stated. Nothing in these Club Rules shall exclude a party's liability for death or personal injury arising from that party's negligence.

20. INDEMNITY

The Club Administrator and/or its affiliated companies shall not be responsible or liable for loss (including loss of profit), damage or injury (whether direct, indirect or consequential) howsoever arising whether arising from breach of contract, tort, breach of statutory duty or otherwise caused to a Club Member's Accommodation or to any person occupying a Club Member's Accommodation and the Club Member therefore agrees to indemnify and keep indemnified the Club Administrator and/or its affiliated companies from and against such loss, damage or liability and legal fees and costs incurred by the Club Administrator and/or its affiliated companies.

21. RIGHTS OF CLUB ADMINISTRATOR

The Club Administrator may waive the application of any requirement, including Transaction Fees, otherwise existing in the Club Documents. Further the Club Administrator may, at any time, make available to non-Members the Network Accommodation or Owner's Accommodation it reasonably determines will likely go unused.

22. CLUB INTEGRITY

In addition to all other rights provided in the Club Rules the Club Administrator shall have the right to take such actions, as determined by the Club Administrator in its discretion, to ensure the continuing integrity of the Club. Such actions may include, but not be limited to, restricting Members' ability to access, restricting the timing or amount of Points that may be saved or borrowed, and adjusting the Points value of Registered Exchange Week(s).

23. AMENDMENT

The Club Administrator may amend these Club Rules at any time. Notice of any amendment affecting Members shall be published by the Club Administrator on its website. Alternatively, notice of amendments may be made by newsletter, publication, annual mailings or e-mail. An amendment will be effective on publication or mailing whichever is soonest.

24. DISSOLUTION

(a) The Club shall continue in existence without limit as to time (subject to any applicable perpetuity period) unless terminated or wound up earlier by the Club Administrator or its associated companies. No less than 12 months' notice shall be given to Members in the event that the Club shall be so terminated or wound up and the Club Administrator shall give such information and direction as to the procedure therefore as it, in its reasonable discretion, determines. In the event of the Club being terminated for any reason, then the Club Administrator and/or the Network Administrator may, at their discretion:

(b) procure the transfer of Points (and the Registered Exchange Week(s) underlying such Points) to an alternative or replacement Club established or operated by the Club Administrator or its associated companies or any third party;

25. EXCLUSIVE JURISDICTION

These Club Rules shall in all respects be interpreted and construed in accordance with and governed by the laws of England, and any action at law or in equity under these Club Rules shall be submitted to the exclusive jurisdiction of the English courts.