



THE
REGISTRY
COLLECTION®

**THE REGISTRY COLLECTION
TERMS OF MEMBERSHIP**

1. INTRODUCTION

- 1.1 These Terms of Membership set out the legally binding contract between Vacation Exchanges International (Proprietary) Ltd (the "Registry Collection", "TRC" or "we"); and (2) each person who has the legal right to own, occupy or use accommodation ("Holiday Ownership") in either (i) a Registry Collection Resort ("Full Member"); or (ii) a Signature Selection Registry Collection Resort ("Signature Selection Member"), and who applies or is accepted for membership of the Registry Collection or who uses the Registry Collection Exchange Programme (together referred to as "Members" or "you"). References to Signature Selection Members shall be deemed to apply to and include those members previously known as "Associate Members".
- 1.2 These Terms of Membership apply to the Registry Collection Exchange Programme and any services offered to Members, their travelling companions and their Guests ("Guests") by the Registry Collection at Registry Collection resorts ("Registry Collection Resorts") and Signature Selection Registry Collection resorts ("Signature Selection Registry Collection Resorts") (together referred to as "Affiliated Resorts"), together with any other applicable terms and conditions notified to you by Registry Collection. Programmes or services offered at Registry Collection's discretion through Registry Collection or by third parties with the permission of Registry Collection are subject to separate terms and conditions which will be notified to you by Registry Collection.
- 1.3 Where Members are also members of other Exchange Programmes operated by Vacation Exchanges International (Proprietary) Ltd ("Exchange Programmes") then the specific terms of membership of such Exchange Programmes shall apply to such programmes.
- 1.4 These Terms of Membership shall be governed by and construed in accordance with the laws of South Africa, whatever the nationality of the Member.
- 1.5 Programmes or services offered at Registry Collection's discretion through Registry Collection or by third parties with the permission of Registry Collection are subject to separate terms and conditions which will be notified to you at the time such offers are made. Registry Collection is not liable for services provided by third parties in this way.

2. THE REGISTRY COLLECTION EXCHANGE PROGRAMME

- 2.1 Members who pay the appropriate fees referred to in these Terms of Membership on time and otherwise comply with these Terms will be permitted to participate in the Registry Collection Exchange Programme.
- 2.2 Registry Collection publications will be made available to Members from time to time. These will be in the format determined by Registry Collection from time to time - which includes publication on Registry Collection's website or in other electronic format.
- 2.3 Registry Collection reserves the right to refuse instructions relating to your Holiday Ownership received from non-Members, Guests and/or any other third parties unless confirmation is received in writing from you that such persons are acting with your authority.

3. YOUR FINANCIAL PROTECTION

The Registry Collection Exchange Programme is not covered by any scheme of financial protection and does not form part of a package holiday.

4. RELATIONSHIP BETWEEN THE REGISTRY COLLECTION AND ITS AFFILIATED RESORTS

- 4.1 Registry Collection and the developer, marketer, seller, trustee, owners association and management of the Affiliated Resort are separate and distinct entities and Registry Collection has no joint venture, partnership or agency relationship with any of them. The Registry Collection Exchange Programme and the products or services that are sold by or on behalf of Affiliated Resorts, including but not limited to Holiday Ownership, are also separate and distinct.
- 4.2 Registry Collection makes no promise or representation (other than any made in writing by the Registry Collection) about any Affiliated Resort, the

title of the owner or trustee of the Affiliated Resort or the management of the Affiliated Resort by the management company. Members must make their own enquiries on such matters.

- 4.3 Registry Collection does not develop, sell or market Holiday Ownerships. However, there is a contract between Registry Collection and each Affiliated Resort enabling owners of Holiday Ownership at an Affiliated Resort to apply for membership of Registry Collection.
- 4.4 If the Affiliated Resort does not fulfil its contractual obligations to the Registry Collection or if the resort affiliation agreement ends for any reason, the resort may lose its Affiliated Resort status and the Registry Collection may suspend or terminate the rights of Members who have Holiday Ownership at that resort.
- 4.5 These Terms of Membership are separate and distinct from your agreement(s) with the developer, marketer, seller, trustee, owners association and/or management of the Affiliated Resort.
- 4.6 Information about Affiliated Resorts published by the Registry Collection, including without limitation available facilities, amenities and services, is based on information obtained from the relevant Affiliated Resort. You should be aware that facilities, amenities and services provided at the Affiliated Resort may not necessarily be available or may be restricted at certain times of the year. Accordingly, although the Registry Collection makes reasonable efforts to ensure that resort information provided by the Registry Collection is accurate and up to date, the Registry Collection cannot accept responsibility for any inaccurate, incomplete or misleading information about any Affiliated Resort provided to Members or their Guests, except in the case of negligence on the part of the Registry Collection.

5. YOUR APPLICATION FOR MEMBERSHIP

- 5.1 To become a Member, you must:
- 5.1.1 be at least 18 years of age;
- 5.1.2 complete, sign and submit an exchange membership contract to the Registry Collection in the prescribed form (such contract should be submitted either by yourself personally or on your behalf);
- 5.1.3 pay the applicable membership fee to the Registry Collection at the time specified by Registry Collection (such fee should be paid either by yourself personally or on your behalf); and
- 5.1.4 have your exchange membership contract accepted by the Registry Collection.
- 5.2 We reserve the right to refuse any application for Registry Collection membership received (notwithstanding that Registry Collection may have signed an exchange membership contract), including without limitation if 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 authority or court.
- 5.3 Your Registry Collection Membership subject to these Terms starts on the day on which (a) Registry Collection has received, processed and then accepted the exchange membership contract signed by you and by Registry Collection and (b) Registry Collection has received the applicable membership fee. Your Registry Collection Membership will not start until we have accepted and signed your exchange membership contract and have received your membership fee. Registry Collection may terminate /refuse your Registry Collection Membership in the event that we do not receive the applicable membership fee or if we opt to do so pursuant to 5.2 above.
- 5.4 Your initial subscription term will run from the date set out in 5.3 (on which your Registry Collection Membership is deemed to have started) until the date set out in your exchange membership contract. It will then end unless you have renewed your membership in accordance with clause 7 below. Your membership will then run until the date agreed and confirmed by Registry Collection at the time of renewal so long as you comply with these Terms of Membership.
- 5.5 Where a Member has Holiday Ownership at more than one Affiliated Resort a separate subscription fee is payable on the basis set out above.
- 5.6 Signature Selection Members must own a minimum of 3 (three) weeks at

a Signature Selection Registry Collection Resort in order to participate in the Registry Collection Exchange Programme.

- 5.7 Membership must be in the name of a natural person who owns Holiday Ownership at an Affiliated Resort(s).
- 5.8 If a company, partnership, trust, unincorporated association or other entity owns Holiday Ownership at an Affiliated Resort(s), membership must be in the name of a natural person nominated by the company or other entity to represent it.
- 5.9 Up to 2 co-owners of Holiday Ownership who live at the same address may apply for one membership. We will ask you to nominate a lead member to act as our principal contact for matters relating to your membership.
- 5.10 The Registry Collection shall be permitted to take instructions from and disclose information about your membership to either co-owner and you agree to this taking place.
- 5.11 If we are given conflicting instructions from co-owners, we are entitled to take the first set of instructions received and act on those instructions. If we continue to receive conflicting instructions from co-owners, we may at our reasonable discretion suspend or cancel (with an appropriate, reasonable refund) exchange privileges relating to your Holiday Ownership unless such instructions can be promptly reconciled or resolved.
- 5.12 Co-owners of Holiday Ownership residing at different addresses must apply for separate Registry Collection memberships.
- 5.13 We will provide one set of Registry Collection publications to each registered membership address.
- 5.14 Your membership of the Registry Collection Exchange Programme is personal to you and cannot be transferred.

6. METHODS OF PAYMENT AND REFUNDS

- 6.1 You should quote your membership number on all bank transfers and cheques made payable to us to avoid error and undue delay.
- 6.2 You are responsible for paying your own bank's charges in respect of all payments made to and refunds received from the Registry Collection except in cases where the Registry Collection is found to be at fault.
- 6.3 Any refunds that Registry Collection makes will be made in the same manner and currency as the original payment was made.

7. RENEWAL OF YOUR MEMBERSHIP

- 7.1 Continuing membership is conditional on the payment of the applicable subscription fee for each year of membership.
- 7.2 You may renew or extend your membership at any time prior to the expiry of your existing membership by forwarding to the Registry Collection the applicable subscription fee.
- 7.3 If payment is not made by the due date specified on the written reminder, we reserve the right to suspend your membership until all fees due to Registry Collection have been paid. During the period of your suspension you will not be entitled to receive any of the benefits of Registry Collection membership including the right to exchange. Please see clause 18 of these Terms of Membership. Where you do not pay or renew your Registry Collection membership by the due date we also reserve the right to charge a reinstatement fee in addition to the applicable subscription fee. Payment of this reinstatement fee is also a condition of renewal.
- 7.4 We reserve the right to refuse to renew a membership on reasonable grounds, including without limitation if 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 authority or court. If your application for renewal is refused, we shall return any renewal subscription fees which you sent to us.
Note: Please refer to Term 18 below which outlines our rights to terminate or suspend your membership.

8. SALE OF YOUR HOLIDAY OWNERSHIP RIGHTS

- 8.1 You must notify us as soon as reasonably possible in the event that you sell or transfer your legal right to any Holiday Ownership.
- 8.2 You should notify the purchaser or transferee of any outstanding deposit for a future date of your Holiday Ownership rights in the Registry Collection Pool and you must notify us of your agreement with the purchaser or transferee as to who has the right to use such deposit.
- 8.3 The sale or transfer of your Holiday Ownership is subject to any outstanding deposit for a future date in the Registry Collection Pool and any exchange confirmation we have sent you.

9. DEPOSITING YOUR HOLIDAY OWNERSHIP

- 9.1 Before we confirm your exchange or add a wait list request, you must deposit Holiday Ownership rights with us and we will put them into the Registry Collection pool of exchange accommodation ("Registry Collection Pool").

Full Members

- 9.2 Full Members may deposit Holiday Ownership into the Registry Collection from 24 months to 60 days prior to the start date of the Full Member's week (if Full Members are not returning to their "Home" Holiday Ownership).
- 9.3 Once deposited, the Holiday Ownership will be converted in to Registry Collection credits ("Credits"), such credits will then be assigned to your account and may then be used to book holiday accommodation.
- 9.4 Full Members will be contacted prior to the start of their "Home" Holiday

Ownership to see if they wish to utilise their "Home" Holiday Ownership or if they would prefer to deposit it into the Registry Collection for the purposes of doing an exchange.

- 9.5 Once a Full Member deposits an interval, it is considered a final transaction and will be acknowledged via a "Deposit of Interval Receipt."
- 9.6 a Full Members wishing to deposit their Holiday Ownership Rights within 89 days - 30 days before the start date of their "Home" Holiday Ownership may be permitted to do so by Registry Collection at its discretion and subject to a late deposit charge determined by Registry Collection
- 9.6 b The maximum number of weeks a Member can deposit in each calendar year is six weeks (6), (which may be waived by Registry Collection at its discretion). Please not however that a Member may deposit a maximum of two weeks per calendar year that are *mandatory all-inclusive*.

Weeks Signature Selection Members

- 9.7 Signature Selection Members who are members of the RCI Weeks exchange programme ("Weeks Signature Selection Members") deposit their Holiday Ownership into the Exchange Programme of which they are a member. Their Holiday Ownership will then be converted to Credits at the time they make a Registry Collection Resort reservation. Once the conversion to Credits has occurred, Credits cannot be re-converted to the Weeks Signature Selection Members' RCI Weeks account.
- 9.8 For Weeks Signature Selection Members, the number of Credits the Weeks Signature Selection Member will receive for a deposit is based on how far in advance the Weeks Signature Selection Member is converting the deposited Holiday Ownership into Credits in addition to the factors set out in clause 11.

When the Weeks Signature Selection Member's Holiday Ownership is converted to Credits	Then...
90 days or greater in advance of the deposited Holiday Ownership's start date	100% of the converted Credits are allotted
89 days to 46 days in advance	75% of the converted Credits are allotted
45 days to 30 days in advance	50% of the converted Credits are allotted
29 days or less in advance	No credits will be assigned

- 9.9 Weeks Signature Selection Members must deposit at least 1 (one) week of inventory associated with the Signature Selection Registry Collection Resort in their RCI Weeks membership account before requesting a search in the Registry Collection system.
- 9.10 Weeks Signature Selection Members shall not deposit intervals of Holiday Ownership directly into the Registry Collection. Weeks Signature Selection Members shall deposit their inventory in the normal manner, up to 24 (twenty four) months prior to the start date of their Holiday Ownership, and will then be free to search for Registry Collection inventory.
- 9.11 Once a Weeks Signature Selection Member deposits an interval, it is considered a final transaction and will be acknowledged via a "Deposit of Interval Receipt." Standard RCI Terms of Membership apply to all exchanges by Weeks Signature Selection Members into Resorts affiliated to the RCI Weeks exchange programme.

Points Signature Selection Members

- 9.12 Signature Selection Members who are members of the RCI Points exchange programme ("Points Signature Selection Members") do not deposit Holiday Ownership into the Registry Collection as this is ceded into their RCI Points account automatically and they are allotted points for the 3 (three) years following their enrolment into the RCI Points exchange programme. Points Signature Selection Members will have their allocated Points converted into Credits on making a Registry Collection Resort reservation. For Members who have a week of inventory attached to their Points value, the exchange grids (as published in the Members' Welcome Pack) will be used to convert the week of inventory to Credit values. For Members who own Pure Points or floating inventory a ratio or currently 250 (two hundred and Fifty) Points equal to 1 (one) Credit will be used. Standard RCI Points Rules apply to all exchanges by Points Signature Selection Members into Resorts affiliated to the RCI Points exchange programme.

General

- 9.13 The transfer of Credits between Members is not permitted.
- 9.14 By depositing your Holiday Ownership rights, you relinquish all rights to use them and agree that they may be used by the Registry Collection for any commercially reasonable purpose including without limitation to fulfil exchange requests by other Registry Collection Members, for inspection visits, promotions, rental, sale, marketing or for other purposes at Registry Collection's sole discretion, including use in other exchange or accommodation programmes.
- 9.15 You must not use Holiday Ownership rights deposited or exchange confirmations obtained for any commercial purposes, including rental, sale or onward exchange to a third party or allow them to be used by any

- third party for such purposes.
- 9.16 When you deposit Holiday Ownership rights with us, you represent and warrant to us that:
- 9.16.1 you have or will have the legal right to use or assign the use of the Holiday Ownership rights deposited and all other resort amenities to which you have access for the period deposited; and
- 9.16.2 the deposited Holiday Ownership rights have not been, and will not be, assigned, let, offered or made available to any third party; and
- 9.16.3 the Holiday Ownership is, so far as you are aware safe and in good and useable condition; and
- 9.16.4 all maintenance fee assessments, taxes or other charges due in respect of the Holiday Ownership on the date of deposit have been paid and that any arising after the date of deposit will be paid by the due date for payment.
- 9.17 You may withdraw the deposit of your Holiday Ownership rights at any time unless they have already been assigned to another person or you have received a confirmed exchange in respect of that deposit.
- 9.18 Further rules on Credits are set out in Term 11.
- 9.19 **If you have not requested an exchange through the Registry Collection or accepted one of the reasonable resort choices and/or dates offered by the Registry Collection within 24 months after the start date of the Holiday Ownership rights deposited, then you will lose all credit for that deposit and will not be entitled to receive an exchange for that deposit.**
- 9.20 RCI can make available to each Member upon request an account statement, on a calendar year basis, which will describe the exchange activity of the Member for the prior calendar year. A fee may be imposed for providing an account statement
- 10. REQUESTING AN EXCHANGE**
- 10.1 Before you can request an exchange or receive an exchange confirmation or add a wait list request, in addition to 9.1, you must be a current Member with subscription fees paid up to date (including by Direct Debit) to the last date of the Holiday Ownership rights deposited and the final date of the exchange requested, whichever is the later.
- 10.2 The current exchange fee is payable and collected at the time the booking is confirmed.
- 10.3 At least one member of your exchange party must be 18 years or older (21 years or older for travel to the USA).
- 10.4 Our ability to confirm an exchange request is dependent on the availability of Holiday Ownership rights deposited or forecast to be deposited by others in the Registry Collection Pool which are acceptable to you. 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 exchange will be met. We will, though, offer you alternative choices which may be available.
- 10.5 A legally binding contract is formed when the exchange reservation is made.
- 10.6 Confirmation of exchange will be valid only when issued to you in writing by the Registry Collection. You should check all the details on your confirmation carefully when you receive it and let us know as soon as possible if anything is incorrect. Subsequent changes made by you to any material aspect of your confirmation may be treated as a cancellation.
- 10.7 Registry Collection will apply restrictions on exchanges which are reasonably requested by Affiliated Resorts. These may include (without limitation) a prohibition on Members and their Guests from exchanging into the same resort more than once in a specified period, a prohibition on exchanges from other Affiliated Resorts located in the same locality and minimum age requirements.
- 10.8 Registry Collection may establish "wait lists" for specific exchanges/locations and determine the rules applying to such wait lists.
- 11. CREDITS**
- 11.1 The Registry Collection will assign the appropriate number of Credits to the Full Member's account at the time the Holiday Ownership interval is deposited by the Full Member. The Registry Collection will assign the appropriate number of Credits to the Signature Selection Member's account at the time of reservation. The Credits assigned will be based upon factors solely determined by Registry Collection which include, but are not limited to, the location of the Holiday Ownership Rights deposited, the seasonality of the Holiday Ownership rights and the location and size of the unit to which they relate. Registry Collection may revalue Holiday Ownership rights from time to time and may increase or decrease the Credits assigned to them.
- 11.2 Credits may be used to reserve inventory for a period that extends from 1st January of the year in which the check-in date of the deposited interval occurs through to the 31st December in that same year.
- 11.3 Provided the Member's membership of the Registry Collection is maintained the validity of unused Credits will be automatically saved (if they haven't been used) for one additional calendar year. Credits cannot be saved beyond this period except with the written consent of Registry Collection, given at its discretion. Registry Collection may charge a fee in return for agreeing to this extension and may also apply additional reasonable terms to the extension.
- 11.4 Members may only borrow Credits from one year in advance. In order to borrow Credits, Members must have already deposited an interval for the following year. Membership of the Registry Collection must extend to the end of the relevant period.
- 11.5 Reservations are based on the number of Credits required to reserve a Registry Collection Resort destination for the desired interval. A Member will only use the number of Credits required to reserve the desired interval at the Registry Collection Resort destination.
- 11.6 Members may combine Credits from multiple deposited intervals to reserve an interval of higher value or priority. Signature Selection Members may combine Credits only from Signature Selection Registry Collection Resort ownerships in order to reserve a Registry Collection Resort destination.
- 11.7 The number of reservation transactions that can be made by a Member is limited to the number of Credits that are in the Member's account.
- 11.8 There is no fee for saving or borrowing Credits.
- 11.9 Registry Collection may, in its sole discretion, offer the Member the opportunity to "rent" additional Credits for use in any particular year. The rental rate for Credits is determined by Registry Collection and may change from time to time. There is no guarantee that the Member will be able to rent Credits and rental is an opportunity provided only on a first-come, first served basis. Registry Collection reserves the right to restrict the total number of Credits that can be rented in any one year, the total number that can be rented by a Member during a year, and/or the Reservations for which rented Credits can be used. Rented Credits must be used in the year rented and do not establish or provide for any recurring use. The Member must pay the transaction fee for rental of Credits at the time the transaction is requested. Registry Collection may at its sole discretion suspend or otherwise limit the ability of the Member to rent Credits.
- 11.10 Certain Affiliated Resorts may have been granted the right by Registry
- 11.11 Collection to allocate or sell an Early Privileges certificate to Full Members in circumstances where the resort concerned has not yet been completed under the Registry Collection's "Early Privileges Programme". Registry Collection reserves the right to determine the terms applying to the use of such certificate by notification (in a media reasonably determined by Registry Collection) to Full Members from time to time. The Early Privileges certificate may be used by Full Members to reserve inventory pursuant to and in accordance with these Terms for a period of two years starting on the date that the Full Member's membership of Registry Collection commences. The Early Privileges certificate cannot be saved or used beyond this period except with the written consent of Registry Collection, given at its discretion. Please note that reservations made using the Early Privileges certificate can only be made 365 days in advance to 2 (two) days prior to check-in. The Early Privilege certificate is for the specific use of Full Members only and cannot be used by Signature Selection Members, non-members or guests.
- 12. RESERVATIONS**
- 12.1 Full Members who wish to stay at a Registry Collection Resort may make a reservation from 24 months in advance to 2 (two) days prior to check-in. Reservations must always be made for 7 (seven) night intervals. No split week or daily reservations are permitted (although the Registry Collection reserves the right to change this policy at a later date). Signature Selection Resort reservations can be made from 10 (ten) months (303 (three hundred and three) days) in advance to 2 (two) days prior to check-in. For Signature Selection Points Resorts, reservations can be made for split week or daily bookings, provided the Signature Selection Points Resort supports this type of transaction. When this type of booking is made, the standard RCI Points reservation fee for 4 (four) nights or less, 5 (five) nights or more will be charged.
- 12.2 Weeks Signature Selection Members who wish to stay at a Registry Collection Resort may make a reservation from ten (10) months (303 (three hundred and three) days) in advance to 2 (two) days prior to check-in. Reservations must always be made for 7 (seven) night intervals. No split week or daily reservations are permitted (although the Registry Collection reserves the right to change this policy at a later date).
- 12.3 Points Signature Selection Members who wish to stay at a Registry Collection Resort may make a reservation from 10 (ten) months (303 (three hundred and three) days) in advance to 2 (two) days prior to the check-in day. Reservations must always be made for 7 (seven) night intervals. No split week or daily reservations are permitted (although the Registry Collection reserves the right to change this policy at a later date).
- 13. USE AND ALLOCATION OF EXCHANGE ACCOMMODATION**
- 13.1 Members accept that accommodation may vary in unit size, design, fixtures, furnishings, amenities and facilities from their own Holiday Ownership.
- 13.2 Affiliated Resorts may, where necessary, allocate alternative accommodation to the unit confirmed provided it has at least the same maximum occupancy and is of similar overall quality.
- 13.3 Members, their travelling companions and/or Guests must occupy and use any accommodation into which they have exchanged in a responsible, careful and secure manner.
- 13.4 Members are responsible for any damage caused by them, their travelling

- companions or their Guests whilst staying at an Affiliated Resort.
- 13.5 You, your travelling companions and/or your Guests must comply with the Affiliated Resort's rules and bye-laws.
- 13.6 You and/or your Guests must replace any items missing from your unit on departure.
- 13.7 Travelling companions must be accompanied by Members unless a guest certificate has been issued.
- 13.8 The total number of people (babies and children included) occupying the accommodation must not exceed the maximum occupancy of the unit set out in the exchange confirmation or guest certificate otherwise the Affiliated Resort may refuse access or levy an additional charge.
- 13.9 Members are responsible for payment of any applicable taxes, personal expenses, utility charges, security deposits and other fees or charges levied by an Affiliated Resort on occupiers for the use of amenities and facilities there.
- 13.10 If you, your travelling companions and/or your Guests are going to arrive outside the check-in day and/or time set out in your confirmation, you or them must contact the Affiliated Resort directly to make alternative check-in arrangements. The Affiliated Resort may levy a charge or impose other conditions if you arrive at a time than that set out in your confirmation or if you require accommodation outside the days specified on the confirmation.
- 13.11 Members and their Guests may be refused entry to Affiliated Resorts if they cannot verify their identity by means of a valid passport, driving licence or other form of identification accepted at the Affiliated Resort.

14. GUESTS

- 14.1 An exchange confirmation can be used only by the Member who has deposited his/her Holiday Ownership rights for exchange in the Registry Collection Pool, unless the Member obtains a guest certificate from Registry Collection. A guest certificate allows a friend or relative of the Member to use an exchange confirmation subject to the terms imposed by Registry Collection. Registry Collection reserves the right to charge a fee for a Guest certificate. Additional terms may be applied to the use of guest certificates. Please read your guest certificates carefully.
- 14.2 Persons who own Holiday Ownership rights at Affiliated Resorts but who are not Members may not be recipients of guest certificates.
- 14.3 Members should ensure that Guests check all the details on their guest certificate carefully and notify us as soon as possible if anything is incorrect.
- 14.4 Guest certificates can only be used by the person(s) named on them.
- 14.5 Additional people may travel with the named individual(s) on the guest certificate provided that the number of persons does not exceed the maximum occupancy limit on the exchange confirmation.
- 14.6 Guest certificates are not transferable and must not be used for any commercial purpose, including rental, sale or onward exchange to a third party.
- 14.7 The use of guest certificates is subject to any conditions, restrictions, limitations or charges imposed by the relevant Affiliated Resort.
- 14.8 **Members are liable for all acts, omissions, neglects and/or defaults of their Guests whether accompanied by them or not including for any damage caused by them or expenses unpaid by them, for any charges relating to the booking or its cancellation, for occupation of the accommodation by more than its maximum occupancy and for replacing any missing items.**
- 14.9 Guests must not pretend to be Members during their stay.
- 14.10 Guest certificate fees are not refundable.
Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim the guest certificate fees.

15. CANCELLATION OF YOUR EXCHANGE BY YOU

- 15.1 You may cancel a confirmed exchange at any time in advance of the check-in date either in writing (by letter, facsimile or email) or by telephone and we will act on your instructions.
- 15.2 Members will have a cooling off or grace period of five (5) days where they may cancel their reservation without any loss of fees. Once this period is over cancellation rules apply. A grid detailing cancellation rules is set out in the schedule to these Terms of Membership.
Note: If the reason for your cancellation is covered under the terms of your own personal insurance policy, you may be able to reclaim the exchange fee.
- 15.3 No shows (i.e. where Members do not arrive at the Affiliated Resort) are not considered as cancellations. In such circumstances the Members' exchange and transaction fees will be forfeited.

15.4. HOLIDAY PROTECTOR

- 15.4 Registry Collection's "Holiday Protector" product offers Members the opportunity to protect the value of the Credits they have used to make a Reservation. **Please note that Holiday Protector needs to be bought separately and is NOT automatically included in your membership. Holiday Protector may not be available for purchase for all reservations. Additional terms may apply to Holiday Protector and will be made available to you if you choose**

to buy it.

- 15.4.1 By purchasing Holiday Protector, a Member is bound by and agrees to the terms and conditions set out below.
- 15.4.2 For the purpose of this clause 15.4, the following definitions apply:
- Area: Includes Republic of South Africa, Botswana, Mozambique, Mauritius, Kenya, Zimbabwe, Namibia, Swaziland and Lesotho.
 - Holiday Protector: A product which can be purchased by a Member and which allows the Member to book a TRC Replacement Holiday in the event they cancel their Original TRC Holiday subject to the terms and conditions set out in this document.
 - International Original TRC Holiday: A booking made by a Member and confirmed by TRC into a property located outside of the Area.
 - Local Original TRC Holiday: A booking made by a Member and confirmed by TRC into a property within the Area.
 - Original TRC Holiday: A TRC vacation exchange, a The Registry Collection® vacation exchange or a Bonus Break® Holiday. For clarity, this "Original TRC Holiday" definition shall also include any TRC Replacement Holiday where Member purchases Holiday Protector.
 - TRC Replacement Holiday: A replacement holiday provided to the Member by TRC in accordance with the terms of Holiday Protector.
- 15.4.3 **CONDITIONS OF HOLIDAY PROTECTOR**
- Purchase Method:** You can purchase Holiday Protector by calling the TRC contact centre.
 - Time Limit to Purchase Holiday Protector:** Holiday Protector may be purchased by a Member only:
 - up to five (5) working days after the Member books an Original TRC Holiday; and either
 - in the case of a Local Original TRC Holiday, no less than five (5) working days before check-in date; or
 - in the case of an International Original TRC Holiday, no less than seven (7) working days before check-in date.
 - Payment for Holiday Protector:** You can purchase Holiday Protector on payment of the prescribed fee as charged by TRC from time to time.
 - Valid Membership Required:** You must be a valid Member at the time you purchase Holiday Protector.
 - Eligible Bookings for Holiday Protector:** Your Original TRC Holiday being replaced must have been booked directly with TRC or by an authorised TRC affiliate where TRC collected the booking fee directly from You. These benefits of Holiday Protector only apply to the following booking types:
 - The Registry Collection® Holiday Exchange at The Registry Collection® resorts;
 - Bonus Break Holidays at The Registry Collection® resorts; and
 - The Registry Collection® Holiday Exchange or Bonus Break Holidays at resorts affiliated with TRC's sister company and brand, RCI.
 - Maximum Number of Holiday Protectors:** A total maximum of three (3) Local Original TRC Holiday bookings or International Original TRC Holiday bookings per Member for the same check-in date are eligible for Holiday Protector.
 - Cancellation of Holiday Protector:** You may cancel Holiday Protector and receive a full refund of the fee You paid for Holiday Protector if You cancel within five (5) working days from the date You purchased Holiday Protector. You will only be entitled to one cancellation and refund request per original transaction, within a five (5) working day period.
 - Protection Subject to Prior Payment for Holiday Protector:** Any Holiday Protector fee that may be due to You as a refund is subject to TRC receiving payment of the relevant Holiday Protector fee into TRC's bank account and subject to any banking confirmation and/or administration refund process. Holiday Protector fee refunds will only be made to You by TRC after the date of receipt by TRC from You of the applicable Holiday Protector fee payable at the time You purchased Holiday Protector. The refund may take up to fifteen (15) working days to reflect in your account.
- 15.4.4 **TRC REPLACEMENT HOLIDAY**
- Protection Scope:** Subject to these terms and conditions and the purchase by You of Holiday Protector, in the event:
 - You cancel your Local Original TRC Holiday up to 72 hours prior to check-in date of that Local Original TRC Holiday for any reason; or
 - You cancel your International Original TRC Holiday up to seven (7) days prior to check-in date of that International Original TRC Holiday for any reason,
We will provide You with a TRC Replacement Holiday.
 - No Refund on Original TRC Holiday Fees:** Should You cancel

your Original TRC Holiday, You will not be entitled to a refund of any fees paid in connection with that Original TRC Holiday (including Holiday Protector fees), whether for money or money's worth.

- (c) **Re-booking Window:** Your TRC Replacement Holiday must be booked within 12 (twelve) months of the cancellation date of your Original TRC Holiday.
- (d) **TRC Replacement Holiday Subject to Availability:** Subject to availability and at TRC's sole discretion, TRC will endeavour, but not be obliged, to give You a TRC Replacement Holiday of similar standard, location, duration and season. TRC does not guarantee a like-for-like replacement when booking a TRC Replacement Holiday.
- (e) **Additional Term for Bonus Break® Bookings:** Where the Original TRC Holiday is a Bonus Break® booking, the TRC Replacement Holiday offered by TRC shall be based on the resort rating, season and unit size of the Original TRC Holiday.
- (f) **Additional Term for The Registry Collection® Bookings:** Where the Original TRC Holiday is a The Registry Collection® Holiday Exchange, the TRC Replacement Holiday offered by TRC shall be at a The Registry Collection® resort of similar standard, location and season as the Original TRC Holiday.
- (g) **Re-booking Terms for TRC Replacement Holiday**
 - (i) **No Additional Booking Fee:** You will not be charged an additional holiday booking fee for the TRC Replacement Holiday.
 - (ii) **Application of Original Trading Points:** In case of TRC Holiday Exchange, Your TRC trading points used for the Original TRC Holiday booking will be used for the TRC Replacement Holiday, to the extent they have been used for the Original TRC Holiday being replaced.
 - (iii) **Top-Up of Trading Points (If Applicable):** If the TRC Replacement Holiday has a higher trading points value than the Original TRC Holiday, you may apply any valid trading points in your TRC account towards the TRC Replacement Holiday.
 - (iv) **Return of Excess Trading Points (If Any):** If the TRC Replacement Holiday has a lower trading points value than the Original TRC Holiday, then the balance of your trading points will be returned to your account with the same expiry date as the trading points used for the Original TRC Holiday booking. For clarity, in the event that the excess trading points to be returned to your account have expired, these expired trading points may not be applied towards a future TRC transaction.
 - (v) **Insufficient Points:** In the event that the trading points that You used to book the Original TRC Holiday are insufficient to book a TRC Replacement Holiday, TRC may, but is not obliged to, in its sole discretion (a) return the trading points You used when booking the Original TRC Holiday to your TRC account and (b) refund the TRC exchange fees you paid at the time of booking the Original TRC Holiday. For clarity, the fees you paid for Holiday Protector will be considered an administrative charge paid to TRC to process your cancellation, and thereby forfeited by You to TRC.

15.4.5 EXCLUSIONS TO HOLIDAY PROTECTOR

- (a) **Extra Holiday® Rental Ineligible for Holiday Protector:** Holiday Protector Product cannot be applied to any Extra Holiday® Rental booking made by You with TRC or an authorised TRC affiliate.
- (b) **TRC Replacement Holiday Forfeited After 12 Months:** You will not be entitled to any TRC Replacement Holiday should You not have utilised your TRC Replacement Holiday within the stipulated 12 (twelve) months from the cancellation date of your Original TRC Holiday booking.
- (c) **Exclusion of All Other TRC Fees:** Holiday Protector cannot be used to protect any other payment relating to your TRC membership including, but not limited to, maintenance fees, network partner bookings and any travel and transport costs.
- (d) **Not Insurance Product:** Holiday Protector is not a travel insurance product and TRC strongly recommends that you have adequate travel insurance for any holiday booking you make with TRC.

15.4.6 GENERAL

- (a) Save where specifically varied by the terms of this Holiday Protector product, your terms of membership with TRC (including, where applicable The Registry Collection® membership terms and conditions and our standard cancellation policy) continue to apply.
- (b) TRC reserves the right to alter or amend these terms or to withdraw Holiday Protector at any time.

15.5. CANCELLATIONS

Upon cancellation of a reservation by a Member, the following cancellation

policy shall apply:-

A. **Registry Collection Reservations.**

- i. **If a reservation is made thirty (30) days or more** from the start date of the holiday and then the reservation is:
 - a. **cancelled by the Member before the end of the next Business Day after it was made**, then 100% of the transaction fee paid to make the reservation will be refunded together with 100% of the Credits used to make the cancelled reservation ; or
 - b. **cancelled by the Member after the end of the next Business Day after it was made**
 - (1) **one hundred eighty (180) days or more** from the start date of the holiday and the Member has not purchased Holiday Protector for the cancelled reservation , then the entire transaction fee paid for the cancelled reservation is forfeited and all Credits used to make the Reservation are refunded; or
 - (2) **between one hundred seventy nine (179) days and thirty (30) days** inclusive from the start date of the holiday and the Member has not purchased Holiday Protector for the cancelled reservation , then the entire transaction fee paid for the cancelled reservation is forfeited and 50% of the Credits used to make the cancelled reservation are refunded; or
 - (3) **twenty nine (29) days or less** from the start date of the holiday and the Member has not purchased Holiday Protector for the cancelled reservation then the entire transaction fee paid for the cancelled reservation is forfeited and all of the Credits used to make the cancelled reservation are forfeited.
- ii. **If a reservation is made twenty nine (29) days or less** from the start date of the holiday and that reservation is subsequently cancelled by the Member at any time, then the entire transaction fee paid for the cancelled reservation is forfeited and all of the Credits are forfeited.

B. **Partner Reservations.** If a Member cancels a reservation made with or through a Collection Partner then the refunded amount, if any, will be determined by the individual Collection Partner's cancellation and refund policy. If applicable, any Credits used to make the cancelled reservation will be refunded in accordance with Section 15.5

Refunded Credits. Any Credits refunded to you under 15.4 and 15.5 will retain the same use life such Credits had at the time the cancelled reservation was made unless that use life has now expired. Therefore:-

- i. if the Credits have not been previously saved the Credits may be saved into the subsequent calendar year in accordance with 11.3; or
- ii. if the Credits used to make the cancelled reservation have been previously saved the Credits will be forfeited and may not be used again unless otherwise agreed by Registry Collection.
- iii. if the Credits have already been extended, by agreement with Registry Collection the Credits will be forfeited and may not be used again.

16. CANCELLATION OF YOUR EXCHANGE BY US

- 16.1 We reserve the right (without refund) to cancel a confirmed exchange or cancel an exchange request and deny exchange privileges if:
 - 16.1.1 any payment made by you (or on your behalf) to us is rejected by your bank or credit card company; or
 - 16.1.2 you have not paid any maintenance fee assessments or other similar charges relating to your Holiday Ownership by the due date for payment.
- 16.2 We can accept no responsibility if confirmed accommodation becomes unavailable due to any reason beyond our reasonable control, such as overbooking (other than by the Registry Collection), denial of access by the Affiliated Resort or any natural disaster, fire, storm, extreme weather event, flood, epidemic, volcanic activity, act of God, civil unrest, government action or terrorist activity.
- 16.3 Where such circumstances as outlined in Term 16.2 above occur before departure, we reserve the right to cancel a confirmed exchange. In these circumstances, we will offer you an equivalent alternative exchange against your deposit. If no equivalent alternative exchange is available, we will either hold the exchange fee paid as a credit to your account against future exchange fees or, at your request, refund the exchange fee and allow you another exchange request against your deposit with no reduction in trading power.
- 16.4 Registry Collection reserves the right to cancel a confirmed exchange, permanently cancel exchange privileges, revoke guest certificates, terminate the membership of the relevant Member and/or deny access to any of the products or services offered in connection with a membership in the event of any
 - 16.4.1 misuse of a confirmed exchange;
 - 16.4.2 misuse of a guest certificate by the Member or his/her Guest(s) (in particular, but without limitation, use for commercial purposes); or
 - 16.4.3 other breach of these Terms of Membership, where in the Registry Collection's reasonable opinion, the misuse or breach in question reasonably justifies the proposed sanction.
- 16.5 Provided that there is time to do so, the Registry Collection will notify the relevant Member of its intended sanction and its reasons for imposing it and give the relevant Member a reasonable opportunity to respond to the

same prior to actually imposing the sanction.

17. TERMINATION OF YOUR MEMBERSHIP BY YOU

You may terminate your membership at any time by giving us notice in writing provided that you have neither had your Holiday Ownership rights assigned to another person nor received a confirmed exchange in respect of that deposit.

18. TERMINATION OR SUSPENSION OF YOUR MEMBERSHIP BY US

18.1 We reserve the right to terminate or suspend your membership and any future exchange privileges and cancel any outstanding confirmed exchange if any of the following occur:

18.1.1 you fail to comply with any of these Terms of Membership;

18.1.2 you fail to pay any sums due to the Registry Collection or any associated company or any Affiliated Resort or any other party in connection with an exchange, the accommodation the subject of an exchange, your Holiday Ownership (including any maintenance fees or other charges payable by you to an Affiliated Resort in respect of your Holiday Ownership) or any relevant travel arrangements;

18.1.3 the resort at which you own Holiday Ownership rights ceases to be an Affiliated Resort as set out in Term 4.4 above;

18.1.4 you bring any claims against us in respect of the Registry Collection Exchange Programme, the accommodation subject to an exchange, your Holiday Ownership or any relevant travel arrangements; or

18.1.5 you are judged by Registry Collection to be a vexatious or serial complainant or if you threaten or use physical violence and/or harass, abuse or are verbally aggressive to our employees; or

18.1.6 you fail to pay on time the applicable fees (including any reinstatement fee) due to Registry Collection to renew your membership. Where we suspend your membership for nonpayment in accordance with Terms 18.1.6 and/or 7.3 we also reserve the right to terminate your membership at our option at any time in the event that outstanding payments remain unpaid. Suspended members may be readmitted to full membership on payment of all outstanding sums and completion of any required documentation. Any membership suspended for non-payment will (unless terminated earlier by Registry Collection) automatically terminate without further notice on the 4th anniversary of the date on which your unpaid subscription first became due. For the avoidance of doubt suspended members are not entitled to any benefits of membership during the period of suspension.

18.2 Where a confirmed exchange is cancelled on termination due to your breach of these Terms of Membership, your exchange fee will be forfeited, but we will return the deposit of your Holiday Ownership rights from the Registry Collection Pool to you unless they have already been assigned or exchanged to a third party.

18.3 On termination, we will refund any subscription fee paid in advance by a Member (but not on your behalf) less the full one year subscription fee for each year or part of a year for which you have been a member (or since the last renewal) unless termination is due to your failure to pay any sums due or comply with these Terms of Membership, in which case you will not be entitled to any refund.

18.4 If you have not paid any maintenance fees or other charges due to a third party by the due date, the Registry Collection may suspend your membership until notification is received that you have paid all the outstanding amounts owed.

18.5 Membership may be terminated, or renewal of membership denied in the event that the Affiliated Resort cancels or repossesses your Holiday Ownership, and you have no other Holiday Ownership at any other Affiliated Resort.

19. IF YOU HAVE A COMPLAINT

19.1 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 Affiliated Resort itself. If this does not produce a satisfactory result, the Member or Guest should contact the nearest Registry Collection servicing office as soon as possible by telephone.

19.2 The Registry Collection accepts no liability to Members or their Guests for any costs and expenses incurred by them during their stay at the Affiliated Resort (including without limitation the costs of alternative accommodation) where such Members or their Guests have complained about accommodation or the services provided at the Affiliated Resort unless prior authorisation from the Registry Collection's Johannesburg office at Wanderers Office Park, BDO Building, 52 Corlett Drive, Illovo. Note: Please refer to Term 21 below which outlines our liability to you.

19.3 In the unlikely event that the Affiliated Resort does not resolve the matter, please follow this up within 30 days of your return home by writing to The Registry Collection, at our Johannesburg office address stated above, giving your membership number and all other relevant information. We reserve the right to refuse to consider any complaints made where this simple procedure has not been followed.

20. DISPUTES

These Terms of Membership and the Program shall be governed by the laws of the Republic of South Africa, whatever the nationality of the Member.

Any action at law or in equity by a Member and/or Guest, who is either vacationing with the Member or who is traveling by way of a Guest Certificate, to seek any remedy against TRC or its associated entities must be submitted to the non-exclusive jurisdiction of the courts of the Republic of South Africa, located in Johannesburg. If an action at law or in equity is initiated by a Member or guest and TRC prevails, that Member or guest shall pay all costs incurred by TRC in defending such action, including reasonable legal fees.

20. OUR LIABILITY TO YOU

20.1 **Registry Collection is a provider of holiday ownership exchange services only and does not own, operate or manage any Affiliated Resorts. Affiliated Resorts and Owners Associations are wholly independent of and separate from Registry Collection. Registry Collection cannot therefore be liable for the acts, omissions, negligence or breaches of any Affiliated Resort or Owners Association. Your use of Affiliated Resorts may be subject to additional terms and conditions imposed by the Affiliated Resort. Registry Collection's maximum liability if we are found to be at fault in relation any service we provide (as opposed to any service or accommodation provided by the Affiliated Resort for which we are not responsible) is limited to 3 times the sums received by us for the exchange in connection with which we are found to be at fault**

20.2 **The Registry Collection is not liable for any damage, loss, or theft to personal property which occurs through your use of the Affiliated Resort(s).**

20.3 The limitations in this clause 21 are also applicable to all associated companies, servants and agents of the Registry Collection but are not intended to exclude any liability which cannot lawfully be excluded including death or personal injury caused by the negligence of Registry Collection or its employees.

20.4 **The Registry Collection accepts no liability for the acts and omissions of any third parties providing non-exchange related programmes or services to you.**

20.5 **Please note that the Registry Collection is only responsible for statements about the Registry Collection and the Registry Collection Exchange Programme made by the Registry Collection and not for any made otherwise or by any other third parties, who are independent and not agents of the Registry Collection.**

20.6 Your specific passport, visa, and other immigration requirements are your responsibility, and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

21. COMMUNICATING WITH YOU

21.1. The Registry Collection processes such personal data and responds to requests you may have concerning personal data in accordance with its Privacy Notice, available at <https://www.rci.co.za/RC/PrivacyPolicy.aspx?id=10707>.

22. FLIGHTS, CAR HIRE, INSURANCE AND OTHER SERVICES

22.1. These Terms of Membership do not apply to any services made available by Registry Collection other than exchanges.

22.2. Without limitation, Registry Collection 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.

22.3. Registry Collection reserves the right to vary, withdraw or add to the services it provides at any time, with or without notice.

23. VARIATIONS

23.1 These Terms of Membership, the Registry Collection Exchange Programme, seasonal designations and the Registry Collection's procedures and conditions for effecting exchanges may be changed by the Registry Collection in its sole discretion from time to time. Members will be notified of any such changes through the Registry Collection Website. No such changes will take effect until they have been so published.

23.2 The fees charged by the Registry Collection (including without limitation the subscription fee, the exchange fee, the guest certificate fee and the reinstatement fee) and the basis for calculating them are subject to review on 1st January each year and any changes to fees resulting from such review may be introduced by the Registry Collection with immediate effect. The Registry Collection may revise its fees at any other time, subject to prior notification through the Registry Collection Website or other electronic media.

23.3 These Terms of Membership and any changes notified as above shall supersede and replace prior versions previously published.

23.4 The Registry Collection may assign these Terms of Membership to any third party and any such assignment shall be binding on Members when notice of assignment is given to them. Notice may be given in through the Registry Collection Website or by other electronic media