

TERMS & CONDITIONS – SELLER

1. This Agreement is between You and Us and is effective from the date We receive the Seller's Registration form from You and a copy of Your **TIMESHARE CERTIFICATE**. When we receive these at the ITSO Service Office we will include Your Timeshare Weeks(s) in Our "For Sale" listings
2. You understand that the asking price You state in the Seller's Registration Form is the price You wish to be paid by a Buyer and that if You wish to change this price You must inform Us in writing immediately. We cannot guarantee an early sale or time period for the sale. All pricing decisions are Your sole responsibility and We do not accept liability for these. All pricing and payments due are in euros, except as set out in our "Fees and payments" document
3. If a buyer wishes to buy Your Timeshare Week(s) and agrees to pay the full asking price We will obtain a signed Buyer's Reservation Form and reservation fee from him without reference to You. We will inform You when this has happened and unless You notify Us in writing within 14 days that You do not wish to sell, You acknowledge that a legally binding agreement exists between You and the Buyer and You will not be able to withdraw from the sale.
4. If a Buyer wishes to offer less than the asking price We will contact You to agree a price if possible. When a price has been agreed between You and the Buyer We will inform You when We receive from the buyer a signed Buyer's Reservation Form and reservation fee. You will then acknowledge that a legally binding agreement exists between You and the Buyer and You will not be able to withdraw from the sale.
5. You are aware that after signing a Buyer's Reservation Form the Buyer has a 14 day "cooling off period" and can cancel at any time during this period. If the Buyer does not cancel the Buyer and You will need to sign a TRANSFER OF TSO-SHIP
6. Before the sale can be completed, You must send Your original TIMESHARE CERTIFICATE and the TRANSFER OF TSO-SHIP signed by You to the ITSO Service Office. After We receive these the Buyer will arrange to make a payment directly to You as soon as possible. The commission due from You will be deducted from the payment made by the Buyer.
7. If the sale is completed You will receive the price the Buyer agrees to pay, less commission due to Us and any bank charges payable. Our "Fees and Payments" document current at the date of sale will apply.
8. We will act as your agent in the sale of your timeshare Week(s) and We will have no liability to the Buyer for the sale and the transfer of the Timeshare Week(s), which lies with You
9. Until the sale is completed You are still responsible for paying the service fee to club ~La Santa, if it is due. On proof of payment, and service fee that You have paid will be refunded by the Buyer, assuming the Buyer uses the Timeshare Week(s) in question. If the Buyer does not use the Timeshare Week You understand that You will not be able to recover the service fee.
10. You give a legal warranty to the buyer that you are the owner of the timeshare week(s) and that you are entitled to sell to the Buyer free of all charges or financial, legal or other claims
11. We will give you notice in writing of any changes to this Agreement. Changes to Our fees will be included in Our "Fees and Payments" document and published on our website periodically
12. We or You may terminate this Agreement at any time by 28 days' notice in writing
13. You agree that all the information given on this form is correct and that you have not knowingly made any statement which is or can be found to be incorrect
14. For the purposes of the application Data Protection laws and regulations You consent to the processing by Us of all personal data (in manual, electronic or any other form) relevant to this Agreement. Processing includes obtaining, recording, using and holding data and the transfer of data to any country inside the

European Economic area (EEA). We will at all times comply with the provision of all applicable Data Protection laws and regulations, subject to clause 16 below

15. We will not disclose or use, at any time during or after this agreement, any confidential information relating to You or his Agreement. However, You consent to Us passing Your details and details of any sale to ITSO La Santa for ITSO administrative purposes only and to Club La Santa, S. A.
16. ITSO La Santa, the board of ITSO La Santa and Club La Santa, S.A. are not parties to this Agreement and will have no liability to you or the Buyer.
17. Any notice relating to this Agreement shall be in writing and may be given to the relevant party at their address (including email address) given on the Seller's Registration Form or your new address as notified in writing to Us
18. This Agreement sets out the entire Agreement between You and Us in relation to its subject matter
19. If a provision of this Agreement or a procedure to be carried out in its implementation is or becomes illegal or unenforceable, the remaining provisions and procedures shall not be affected.
20. We may assign this Agreement to another party subject to the prior approval of the ITSO La Santa board and provided notice in writing is given to You within 28 days of any assignment and You do not object in writing within 14 days
21. These words have these meanings:

"Agreement"	This agreement, including the Buyer's Reservation Form and these Terms and Conditions
"Buyer"	the person who is/are buying the Timeshare Week(s) listed on the Buyer's Reservation Form
"Buyer's Reservation Form"	The form submitted by You reserving the Timeshare Week(s) You wish to buy from the Seller
"Commission"	The sales commission due to TIMESHARE RESALES in accordance with our Fees and Payments document as current at the time of sale
"ITSO La Santa"	The association known as The international Timeshare Owners Organisation at Club La Santa
"ITSO Service Office"	ITSO La Santa's office at Club La Santa
"Seller"	The Timeshare Owner(s) who is /are selling a Timeshare week(s) to You
"Seller's Registration Form"	The form to be completed by You
"Timeshare Week"	A timeshare week for one apartment at Club La Santa
"We/Us/Our"	TIMESHARE RESALES (Kim Tell)
"You/Your"	You, the Buyer

22. Words importing one gender include any other gender. Words importing the singular include the plural and vice versa. Writing includes letter, fax and e-mail
23. This Agreement is subject to Spanish law and the venue of any court proceedings will be Las Palmas de Gran Canaria

TIMESHARE RESALES
at Club La Santa

August 2015

All fees include IGIC/VAT at the current rate for the Canary Islands. This is subject to change.