

## TERMS & CONDITIONS – BUYER

1. You agree to pay the price stated on the Buyer's Reservation Form
2. We act as agent for the Seller in the sale of the Timeshare Week(s) to You and we will have no liability to You for the sale and the transfer of the Timeshare Weeks(s), which lies with the Seller
3. After submitting a Buyer's Reservation Form You can withdraw from this Agreement at any time during the cooling off period by notice to Us in writing. If You do not notify Us in writing that You wish to cancel before the end of the cooling off period You must sign a TRANSFER OF TSO\_SHIP and You must pay the agreed price for the Timeshare Week(s)
4. This Agreement is between You, and Us, and the Seller and is effective from the date We receive the Buyer's Reservation Form signed by You with the Reservation Fee
5. This Agreement replaces any previous Agreement You may have had with any other person and by signing this Agreement you confirm cancellation of any previous reservation or Agreement for the purchase of Timeshare Week(s) listed on the Buyer's Reservation Form
6. You acknowledge that once the Seller has confirmed that he/she is willing to sell (The Seller has 14 days to do this) a Sale Agreement exists between You and the Seller and that this is legally binding upon You and that You may only withdraw from its terms during the cooling off period.
7. Until the sale is completed the Seller is still responsible for paying the Service Fee to Club La Santa, if it is due. On proof of payment You agree to refund to the Seller any Service Fee that the Seller has paid, assuming You use the Timeshare Week in question
8. The Seller gives a legal warranty to You that the Seller is the Owner(s) of the Timeshare Week(s) and that the Seller is entitled to sell to You free of all charges or financial, legal or other claims
9. Timeshare Ownership at Club La Santa includes an obligation to pay a Service Fee if you use your Timeshare week(s). Neither We nor the Seller are responsible for or have any control over Service fees and have not made any representations to You as to the future level of such fees
10. You agree that all information given on the Buyer's Reservation Form is correct and that You have not knowingly made any statement which is or can be found to be incorrect
11. 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
12. 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 Your purchase to ITSO La Santa for ITSO administrative purposes only and to Club La Santa, S. A.
13. ITSO La Santa, the Board of ISO La Santa and Club La Santa, S.A. are not parties to this Agreement and have no liability to You or the Seller.

14. Any notice relating to this Agreement shall be in writing and may be given to the relevant party at their address given on the Buyer's Reservation Form or Your new address as notified in writing to Us.
15. This Agreement sets out the entire Agreement between Us, You and the Seller and You agree that we have made no warranties or representations to You in relation to its subject matter.
16. 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.
17. These words have these meanings:

"Agreement"	This agreement, including the Buyer's Reservation Form and these Terms and Conditions
"Buyer"	You, 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
"Cooling Off Period"	A period of 14 calendar days from the date You submit the Buyer's Registration Form, during which You may withdraw from this Agreement and during which the Seller must confirm he wishes to sell
"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
"Reservation Fee"	The non-refundable reservation <b>fee</b> to TIMESHARE RESALES
"Seller"	The Timeshare Owner(s) who is /are selling a Timeshare week(s) to 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

18. 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
19. 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.