



THE  
**REGISTRY**  
COLLECTION

**THE REGISTRY  
COLLECTION LITE  
TERMS OF MEMBERSHIP**

**1. INTRODUCTION**

- 1.1 These Terms of Membership set out the legally binding contract between RCI Europe (the “Registry Collection” or “we” ) and each person who applies or is accepted for membership of the Registry Collection Lite Programme (“Member”).
- 1.2 These Terms of Membership apply to the Registry Collection Lite 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 RCI Europe ( “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 England and Wales, 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 LITE PROGRAMME**

Members who have been invited to join the Registry Collection Lite Programme and 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 Lite Programme.

**3. YOUR FINANCIAL PROTECTION**

The Registry Collection Lite Programme is not covered by any Scheme of Financial Protection (including without limitation that provided by ABTA) and does not form part of a package holiday regulated by the Package Travel, Package Holidays and Package Tours Regulations 1992.

**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 Lite 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 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 be invited to join the Registry Collection Lite Programme by RCI Europe
- 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 membership accepted by the Registry Collection.
- 5.2 We reserve the right to refuse any application for Registry Collection Lite membership received, including without limitation if required to do so by the laws, rules or regulations of any local, state, national, EU or federal governmental entity or by any judicial, public, regulatory or law enforcement authority or court.
- 5.3 Confirm your agreement to these Terms by acknowledging the email we send you attaching the Terms.
- 5.4 Your Registry Collection Lite Membership, subject to these Terms, starts on the day on which (a) Registry Collection has received, processed and then accepted your membership (b) Registry Collection has received the applicable 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 4.2 above.
- 5.5 Your initial subscription term will run from the date set out in 4.3 (on which your Registry Collection Membership is deemed to have started) until the date set out in your membership contract. It will then end unless you have renewed your membership in accordance with clause 6 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.

- 5.6 Membership must be in the name of the person who is paying for the membership.
- 5.7 Up to 2 people 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.
- 5.8 We shall be permitted to take instructions from and disclose information about your membership to either co-member and you agree to this taking place.
- 5.9 If we are given conflicting instructions from co-members, 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-members, we may at our reasonable discretion suspend or cancel your membership of the Registry Collection Lite Programme.
- 5.10 Your membership of the Registry Collection Lite Programme is personal to you and cannot be transferred or bequeathed to another person

## **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 Lite membership. Where you do not pay or renew your Registry Collection Lite membership by the due date we also reserve the right to charge a reinstatement fee in addition to the applicable subscription fee; this may vary but is currently £150/€ 200 and 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, EU 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 13 below which outlines our rights to terminate or suspend your membership.

## **8. REQUESTING A RESERVATION**

- 8.1 Before you can request a reservation you must be a current Member of the Registry Collection Lite Programme with subscription fees paid up to date.
- 8.2 The current fee is payable and collected at the time the booking is confirmed.
- 8.3 At least one member of your party must be 18 years or older (21 years or older for travel to the USA).
- 8.4 Our ability to confirm a reservation 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 reservation will be met. We will, though, offer you alternative choices which may be available.
- 8.5 A legally binding contract is formed when the reservation is made.
- 8.6 Confirmation of a reservation 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.
- 8.7 Registry Collection will apply restrictions on reservations which are reasonably requested by Affiliated Resorts. These may include (without limitation) a prohibition on Members and their Guests from reserving the same resort more than once in a specified period, a prohibition on reserving other Affiliated Resorts located in the same locality and minimum age requirements.
- 8.8 Members who wish to stay at a Registry Collection affiliated resort may make a reservation from 90 days to 2 days before to check in. Reservations must always be made for 7 (seven) nights. No split week or daily reservations are allowed (although The Registry Collection can change this policy at their discretion). The applicable reservation fee will be charged at the time of confirming the reservation.
- 8.9 Members who wish to stay at an RCI affiliated resort may make a reservation from 365 days to 2 days before check in. Reservations must always be made for 7 (seven) nights. No split week or daily reservations are allowed (although The Registry Collection can change this policy at their discretion). The applicable reservation fee will be charged at the time of confirming the reservation.
- 8.10 Collection Partner reservations. These are booked through third party suppliers and the price is determined by each individual supplier.

## **9. USE AND ALLOCATION OF ACCOMMODATION**

- 9.1 Members accept that accommodation may vary in unit size, design, fixtures, furnishings, amenities and facilities from their own Holiday Ownership.

- 9.2 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.
- 9.3 Members, their travelling companions and/or Guests must occupy and use any accommodation which they have reserved in a responsible, careful and secure manner.
- 9.4 Members are responsible for any damage caused by them, their travelling companions or their Guests whilst staying at an Affiliated Resort.
- 9.5 You, your travelling companions and/or your Guests must comply with the Affiliated Resort's rules and bye-laws.
- 9.6 You and/or your Guests must replace any items missing from your unit on departure.
- 9.7 Travelling companions must be accompanied by Members unless a guest certificate has been issued.
- 9.8 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 reservation confirmation or guest certificate otherwise the Affiliated Resort may refuse access or levy an additional charge.
- 9.9 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.
- 9.10 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.
- 9.11 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.

## 10. GUESTS

- 10.1 A reservation confirmation can be used only by the Member unless the Member obtains a guest certificate from Registry Collection. A guest certificate allows a friend or relative of the Member to use a reservation 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.
- 10.2 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.
- 10.3 Guest certificates can only be used by the person(s) named on them.
- 10.4 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 reservation confirmation.
- 10.5 Guest certificates are not transferable and must not be used for any commercial purpose, including rental, sale or onward exchange to a third party.
- 10.6 The use of guest certificates is subject to any conditions, restrictions, limitations or charges imposed by the relevant Affiliated Resort.
- 10.7 **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.**
- 10.8 Guests must not pretend to be Members during their stay.
- 10.9 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.**

## 11. CANCELLATION OF YOUR RESERVATION BY YOU

- 11.1 You may cancel a confirmed reservation 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.
- 11.2 Members will have a 24 hour grace period from the time their reservation is made 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 reservation fee.**
- 11.3 No shows (i.e. where Members do not arrive at the Affiliated Resort) are not considered as cancellations. In such circumstances the Members' reservation and transaction fees will be forfeited.

## 11.4 CANCELLATIONS

Upon cancellation of a reservation by a Member, the following cancellation policy shall apply:-

### i. **If a reservation is:**

- a. cancelled by the Member before the end of the next Business Day after it was made, then 100% of the reservation fee paid will be refunded; or
  - b. cancelled by the Member after the end of the next Business Day, then the entire fee paid for the cancelled reservation is non-refundable;
- 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.

## 12. CANCELLATION OF YOUR RESERVATION BY US

- 12.1 We reserve the right (without refund) to cancel a confirmed reservation or cancel a reservation request and deny reservation privileges if:
- 12.1.1 any payment made by you (or on your behalf) to us is rejected by your bank or credit card company; or
- 12.2 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.
- 12.3 Where such circumstances as outlined in Term 11.2 above occur before

departure, we reserve the right to cancel a confirmed reservation. In these circumstances, we will offer you an equivalent alternative reservation against your deposit. If no equivalent alternative reservation is available, we will either hold the fee paid as a credit on your account against future fees or, at your request, refund the fee.

**12.4 Registry Collection reserves the right to cancel a confirmed reservation, permanently cancel reservation 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:**

**12.4.1 misuse of a confirmed reservation; or**

**12.4.2 misuse of a guest certificate by the Member or his/her Guest(s) (in particular, but without limitation, use for commercial purposes); or**

**12.4.3 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.**

12.5 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.

**13. TERMINATION OF YOUR MEMBERSHIP BY YOU**

Providing your membership fees are up to date, you may terminate your membership at any time by giving us notice in writing.

**14. TERMINATION OR SUSPENSION OF YOUR MEMBERSHIP BY US**

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

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

14.1.2 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 a reservation or any relevant travel arrangements;

14.1.3 you bring any claims against us in respect of the Registry Collection, the accommodation subject to a reservation or any relevant travel arrangements; or

14.1.4 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

14.1.5 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 non-payment in accordance with Terms 13.1.6 and/ or 6.3 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 upon purchasing Holiday Ownership at a Registry Collection affiliated resort or 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.

14.2 Where a confirmed reservation is cancelled on termination due to your breach of these Terms of Membership, your reservation fee will be forfeited.

14.3 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.

14.4 If you have not paid any 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.

**15. IF YOU HAVE A COMPLAINT**

15.1 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.
- 15.2 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 UK office in Kettering, England or the nearest Registry Collection local servicing office has been given.  
Note: Please refer to Term 16 below which outlines our liability to you.
- 15.3 **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 Kettering Parkway, Kettering, Northants, England NN15 6EY 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.**
16. **DISPUTES**  
The English Courts shall have exclusive jurisdiction to resolve any disputes that arise in connection with these Terms of Membership. For residents of Scotland or Northern Ireland, proceedings may also be brought in the Courts of Scotland or Northern Ireland as applicable.
17. **OUR LIABILITY TO YOU**
- 17.1 **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 reservation in connection with which we are found to be at fault**
- 17.2 **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).**
- 17.3 The limitations in this clause 16 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.
- 17.4 **The Registry Collection accepts no liability for the acts and omissions of any third parties providing non-exchange related programmes or services to you.**
- 17.5 **Please note that the Registry Collection is only responsible for statements about the Registry Collection and the Registry Collection Lite 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.**
- 17.6 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.
18. **COMMUNICATING WITH YOU**
- 18.1 The Registry Collection is the sole controller of all data held in relation to Members and their Guests resident in the EU/EEA Member States and all processing of data relating to your membership and to your or your Guests' use of accommodation or of related travel services offered by the Registry Collection is therefore (in accordance with EC Directives 95/46/EC and 97/66/EC) subject to UK data protection laws only.
- 18.2 We will maintain records relating to your membership and to your and your Guests' use of accommodation or of related travel services offered by the Registry Collection (including information about you or your Guests provided by yourself, your Guests or by third parties).
- 18.3 We shall be entitled to process such data for the purpose of providing you or your Guests with the products and services requested; to keep you or your Guests informed of further offers from us which may be of interest to you or your Guests (unless you or your Guests write to us asking us to exclude you or them from such offers or alternatively telephone, fax or email us to that effect) and for our own administration, market analyses and operational reviews.
- 18.4 You agree that Registry Collection, or any associated companies or third parties authorised by us, shall be entitled to make contact with you or

- your Guests by post, e-mail, telephone, including automated dialling equipment, facsimile transmissions, and/or pre-recorded messages for the purposes set out in this paragraph. We shall be entitled to disclose to any associated companies and third parties (including but not necessarily limited to resorts, owners' associations, resort trustees, management companies, airlines, insurance companies, car hire companies, ferry and cruise operators, safari organisers, and other suppliers) such information as may be necessary to:
- 18.4.1 provide you or your Guests with products and services you or them have requested; or
  - 18.4.2 verify details relating to your membership or your or your Guests' use of accommodation; or
  - 18.4.3 notify you of travel or other products or services which we believe may be of interest to you.
  - 18.5 You or your Guests are entitled to receive a copy of any data held by us relating to you or them subject to payment of an administration fee of no more than the maximum stipulated in the UK Data Protection Act 1998.
  - 18.6 We shall be entitled to rely on your consent to receive information regarding such products and services (even if your membership has been suspended or has otherwise expired or terminated) for a period of up to two years after termination of your membership.
  - 18.7 We shall be entitled to rely on your Guests' consent to receive information regarding such products and services for a period of up to two years after their occupation and use of accommodation at an Affiliated Resort
  - 18.8 We may also record or monitor telephone calls to and from the Registry Collection, without further notification, for staff training and quality control purposes.
  - 18.9 The provisions of this clause 17 are subject to Registry Collection's Privacy Policy which is available on Registry Collection's website from time to time.

## **19. FLIGHTS, CAR HIRE, INSURANCE AND OTHER SERVICES**

- 19.1 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.
- 19.2 Registry Collection reserves the right to vary, withdraw or add to the services it provides at any time, with or without notice.

## **20. VARIATIONS**

- 20.1 These Terms of Membership, the Registry Collection Lite Programme, seasonal designations and the Registry Collection's procedures and conditions for reservations 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.
- 20.2 The fees charged by the Registry Collection (including without limitation the subscription fee, the reservation 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.
- 20.3 These Terms of Membership and any changes notified as above shall supersede and replace versions previously published.
- 20.4 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.