

RCI TERMS AND CONDITIONS

1. INTRODUCTION

1.1 These terms and conditions of RCI membership set out the legally binding agreement between Vacation Exchanges International (Proprietary) Limited, trading as Group RCI (Africa) ("RCI") and each person who applies and is accepted for membership of RCI ("Members" or "you/your").

1.2 This agreement is a separate and distinct agreement from your timeshare/points purchase agreement with the developer, seller or reseller of property interests at an affiliated resort or timeshare points club. RCI does not accept responsibility for any representations made by a third party with regard to the RCI vacation exchange system, or any aspect of RCI membership, products and services.

1.3 The RCI vacation exchange system, products and services are designed to give variety and flexibility to your timeshare/points ownership, and are separate products and services from your timeshare ownership/points club products and services.

1.4 These Terms and Conditions are applicable to you, your companions, your guests ("Guests") and everyone travelling with your Guests, who utilize the benefits of any and/or all programmes, products and services offered by RCI to its Members. Programmes, products and services that may be offered through RCI by third parties may be subject to separate terms and conditions.

1.5 It is in our interest and yours that you should understand these Terms and Conditions. You have tried to write them in plain language. If there is anything in these Terms and Conditions that you do not understand, please bring it to our attention and we will endeavour to clarify these for you.

2. YOUR RCI MEMBERSHIP

2.1 Your RCI membership will only become effective and valid after acceptance by RCI of your application and from the date of receipt by RCI of the current RCI enrolment fee, whether paid by you or on your behalf. RCI reserves the right to refuse any application without limitation. On payment of the RCI enrolment fee, your membership will be valid for the remainder of the calendar year for which payment is received, or a longer period, depending on the type of membership you decided to purchase. Unless written notice of cancellation is received by RCI, your membership will be automatically renewed during or about June of each successive calendar year for a further calendar year.

2.2 RCI may at any time require, as part of a "know your client" verification process, certified copies proving your identity/incorporation, physical address, banking details, income tax/VAT numbers and timeshare ownership. These must be presented to RCI in a form acceptable to RCI.

2.3 Your RCI member subscription must be maintained by you or on your behalf in order to participate in the RCI exchange system. Subscriptions are payable in the currency of your servicing office. If your membership lapses due to non-renewal we reserve the right to charge re-instatement fees.

2.4 Membership must be in the name of the individual(s) who own(s) timeshare and if a company, closed corporation, partnership, trust, unincorporated association or other entity owns timeshare/club points, an enrolment application form must be completed on the owner's behalf in the name of any officer, director, member, partner, trustee or other duly authorised person, and relevant documentation must be presented supporting such nominations. RCI shall be entitled to treat such person as the member for all intents and purposes.

2.5 Membership fees for the following calendar year are payable six months in advance from the date on which the current subscription period expires.

2.6 RCI will not make your details available to any other company or organisation, other than its subsidiaries and authorized representatives or agents. We will, however, be entitled to process such data for the purpose of providing you or your Guests with products and services requested, or offered, from time to time. We or any associated companies or third parties authorized by us, shall be entitled to make contact with you or your Guests by post, e-mail, telephone, facsimile, SMS and the like for the above purposes. Should you prefer not to receive any particular communication from RCI, please notify us in writing.

2.7 RCI may record or monitor telephone calls to and from RCI, without notification, for staff training and qual-

ity control purposes, as well as telephonic confirmation.

2.8 For security reasons, we will need to verify your details with every call, before your RCI membership file may be accessed. For your security, RCI has also included a password protection mechanism on your membership file/s and you are obliged to ensure that you use this security feature at all times.

2.9 RCI reserves the right to refuse instructions relating to your membership received from a non-member, Guests and/or any other third parties. If you cannot transact on your own behalf, you may appoint an agent by submitting a RCI approved special power of attorney and supporting identity documents to RCI for consideration. RCI reserves the right to accept or reject such mandate. If RCI accepts that the purpose and intention of such mandate is not to allow your agent to transact on your RCI file/s for commercial gain/purposes, your agent may transact on your file/s subject to these Terms & Conditions. If an agent appointed under your mandate abuses or misuses the RCI exchange system or fails to adhere to these Terms & Conditions, any cancellations or penalties will reflect on your RCI file/s. RCI also reserves the right to at any time after initial acceptance of such mandate, to withdraw its acceptance and reject such mandate without further notice to you or your agent.

2.10 To ensure that you are accurately informed of all aspects of your membership, the use of the RCI exchange system, details of the resorts participating in the RCI exchange system as well as any changes to these Terms and Conditions, you are encouraged to visit RCI's website (www.rci.co.za) on a regular basis.

3. RETAINING YOUR MEMBERSHIP

3.1 Should your RCI membership expire or be cancelled and not reactivated within a period of two years thereafter, payment of the full RCI enrolment fee shall be required in order to reactivate your RCI membership. In the event that your RCI membership expires or is cancelled and you wish to reactivate it within a period of two years thereafter, you will be required to pay the reactivation fee stipulated by RCI at the time.

3.2 Your participation in the RCI exchange system is governed by this agreement as well as the Resort/Points Club Affiliation Agreement, Club Agreement or Owners' Association Agreement between RCI and the affiliated resort or points club at which you purchased your timeshare interest. If the affiliated resort developer or owners' association fails to perform the obligations required by its agreement with RCI, or if that agreement is not renewed, or is terminated either by RCI or the affiliated resort/points club, your right to exchange from your resort/points club may be terminated.

3.3 If a resort/points club fails to maintain RCI standards, the right of existing RCI members to continue exchanging vacation time from that resort may be terminated at the discretion of RCI, or merely suspended until RCI standards are met by the resort/points club.

3.4 Your RCI membership may be suspended or terminated by RCI and your confirmed booking/s cancelled if you fail to comply with these Terms and Conditions, or, in the event of abusive behaviour at the resort location provided through an exchange confirmation or toward RCI personnel, or the resort at which you own timeshare ceases to be an affiliated resort, or you bring any claims against RCI in respect of the RCI exchange programme. Under no circumstances will RCI be liable to refund any portion of your annual membership and exchange fees or points, whether as a consequence of any of the foregoing events taking place, or for any other reason whatsoever.

3.5 Should you cede your timeshare to a timeshare points club, you automatically take on the terms and conditions of your new ownership and will be liable for the applicable RCI membership fees and any previous enrolment/subscription arrangement will cease to exist with no refund from RCI on prepaid fees.

3.6 You cannot confirm an exchange and then rent such exchange bookings to a third party. Your exchange is strictly not transferable for commercial gain/purposes and should you use your exchange for such gain/purposes, your RCI membership will immediately be cancelled without any booking and/or membership fee refund, return of deposited timeshare week(s)/points or reinstatement of cancelled RCI trading points to you.

3.7 Your enrolment/membership/booking fees will not be refunded, your deposited timeshare week(s)/points will not be returned and your cancelled RCI trading points will not be reinstated, if your membership is can-

celled for any reason other than as a result of an unlawful act or omission on the part of RCI.

3.8 Should you dispose of your timeshare interest, RCI is entitled to revoke your membership, unless you have obtained RCI's prior written consent in respect of such disposal. In which case RCI may allow you to transfer your membership to the new owner without an additional enrolment fee having to be paid by the new owner and subject to any further terms and conditions which RCI may prescribe. A transfer fee is payable and such sale is subject to any outstanding deposit for a future date.

3.9 Any transfer of membership, change of timeshare/points club ownership, death or change of name of a member, will result in the closure of an existing RCI member file and the opening of a new RCI member file.

4. AFFILIATED RESORTS AND POINTS CLUBS

4.1 You acknowledge that each affiliated resort and points club is a separate and distinct legal entity from RCI and that as a separate legal entity each resort reserves the right of admission.

4.2 You are solely liable for all outstanding fees, assessments and levies relating to the holiday time you own at your home resort.

4.3 You are responsible for payment of any expenses, including without limitation, any applicable taxes, personal expenses, utility charges, security deposits, incurred while occupying a unit received through the RCI booking confirmation, as well as any damage, theft or loss caused by you or any of your Guests. Members are responsible for all acts, omissions, neglect or default of their Guests whether accompanied by them or not.

4.4 Any additional fees prescribed by the affiliated resort (e.g. parking, conservation, activity or entertainment fees), will be for your account.

4.5 Any fees, incurred by you for the use of affiliated resort facilities, are determined and collected by the resort.

4.6 Maximum resort occupancy limits must be adhered to at all times and includes children of all ages. Sleeper couches are recommended for children 12 years and younger only.

4.7 Should a unit number not appear on the RCI confirmation letter, one will be assigned to you by the affiliated resort on check-in.

4.8 The affiliated resort has the right to assign a different unit to the one originally allocated to you under a RCI booking.

4.9 You are solely responsible for confirming your booking requirements with the affiliated resort before the check-in date.

4.10 You are responsible for notifying the affiliated resort in advance if you anticipate arriving after the stipulated check-in time of the resort.

4.11 Members should note that pets are not allowed at any affiliated resort.

4.12 If RCI provides a confirmed booking at an affiliated resort and a unit is not available at check-in due to a RCI overbooking, RCI reserves the right to cancel the booking and offer you an equivalent alternate booking. If no equivalent alternate booking is available, RCI will either hold the booking fee as a credit to your account against future booking fees, or at your request, refund the booking fee.

4.13 If RCI provides a confirmed booking at an affiliated resort and the specific unit for which the confirmation letter is provided becomes unavailable due to a refurbishment being undertaken by the resort or for any other reason whatsoever, the resort shall provide you with a similar unit and you will have no claim against RCI as a result thereof.

4.14 RCI does not sell timeshare ownership/points, own or operate affiliated resorts and is not liable for their description, services and/or presentation. 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, you or your Guest, should contact the local RCI help desk as soon as possible by telephone or by email.

4.15 RCI accepts no liability to you or your Guests, for any costs and expenses incurred during your/their stay at an affiliated resort (including without limitation the costs of alternative accommodation) where you or your Guests have complained about accommodation or the services provided at the affiliated resort, unless prior authorisation has been given by RCI.

4.16 In the event that the affiliated resort does not re-

solve the matter, please inform RCI within 30 days of your return home by writing to the RCI Customer Care Department at P.O.Box 783940 Sandton 2146 or by emailing go@rci.com, giving your membership number and all other relevant information. RCI reserves the right to refuse to consider any complaints made where this procedure has not been followed.

5. SPACEBANKING®

5.1 By Spacebanking® ("depositing") your timeshare week(s) or points, you permanently relinquish all rights of use in respect of those timeshare week(s) or points. Deposited timeshare week(s)/points cannot be cancelled/returned to you and your right of use shall be forfeited to RCI once deposited with RCI. You should note the following:

a) Early deposits (180 calendar days or more in advance before your check-in date) is recommended and you will earn an extra 10% (ten percent) trading points. If you deposit in the period from 179 to 60 days before check-in, you will earn full points.

b) You may deposit your timeshare week/s right up to the day of check-in. However note that you will lose a percentage of your trading points as follows:

* If you deposit in the period from 59 to 39 days before check-in date, you will lose 20 percent of your trading points.

* If you deposit in the period from 38 to 29 days before check-in date, you will lose 40 percent of your trading points.

* If you deposit in the period from 28 to 19 days before check-in date, you will lose 75 percent of your trading points.

* If you deposit in the period from 18 to 9 days before check-in date, you will lose 90 percent of your trading points.

* If you deposit in the period from 8 to 0 days before check-in date, you will lose between 90 and 100 percent of your trading points.

c) Levies and membership fees must be up-to-date before you deposit with RCI. RCI reserves the right to cancel your Spacebank® confirmation if levies are not paid at your home resort.

d) Depositing of timeshare week(s) that fall in peak periods (e.g. school holidays or public holidays) need to be confirmed with RCI in writing.

5.2 RCI reserves the right to assign timeshare week(s) or points deposited by you to another member prior to the submission or fulfillment of an exchange request made by you.

5.3 Timeshare week(s) or points deposited by you may be used by RCI, at its sole discretion, for exchange, rental, inspection visit or promotional purposes, and the like.

5.4 Deposits of timeshare week(s) or points are valid for the calendar year of the deposit and for two calendar years thereafter.

5.5 RCI reserves the right to make changes to the value of your RCI trading points and/or season from time to time.

This is usually dependent on changes in supply and demand or quality for particular resorts/regions, or as a result of a change in school holidays. Purchasers of peak weeks might find that their trading points value/season varies as a result of changes to public holidays and/or school holidays.

5.6 When you deposit your timeshare ownership rights or your timeshare rights of use with us, you represent and warrant that you have the legal right to use or assign those rights for the period deposited, those rights will not be assigned or made available to any other third party, the timeshare deposited is in a good and usable condition and that all fees and levies related to the timeshare week(s) or points deposited with RCI are up to date and accordingly you indemnify RCI and hold RCI harmless against any third party claims, losses or expenses incurred by RCI as a result of a breach of this agreement.

6. MAKING AN EXCHANGE

6.1 Exchange options available to RCI members, as well as procedures and conditions regarding the use of each exchange option are set out in the RCI Directory of Resorts. RCI reserves the right to amend the exchange rules from time to time and will publish such amendments on its website (www.rci.co.za). Local exchanges are based on the trading points of the unit you own. International exchanges are based on a like-for-like ba-

sis, taking into account season, grading, quality and occupancy of the unit.

6.2 Information about affiliated resorts published by RCI, including but not limited to, facilities, amenities and services, is derived solely from information produced and provided by the relevant affiliated resort. You should be aware that facilities, amenities and services provided at the affiliated resort may be withdrawn without notice at the discretion of the affiliated resort or may be restricted at certain times of the year.

6.3 Our ability to confirm an exchange request is dependent on the availability of holiday ownership rights or timeshare rights of use deposited or forecast to be deposited by other Members in the RCI Spacebank® pool, which are acceptable to you and applicable to your membership and ownership type. 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 by RCI. We will, though, offer you alternative choices which may be available from time to time.

6.4 If resort locations and/or travel dates which you request are not available, RCI will offer alternative resort locations and/or travel dates that are available, or add a request to a waitlist.

6.5 To qualify for a Bonus Break you need to deposit your current year or future years week(s). This varies with regard to club ownership. You may not rent out a Bonus Break and may only take a maximum of five Bonus Break offers or up to 35 days per calendar year. International Bonus Break weeks, if available, are subject to certain additional conditions and/or the purchase of air travel from RCI. Please check with RCI for details and any restrictions.

6.6 A booking fee is usually payable to RCI for each booking, depending on your ownership type.

6.7 As a general rule, you may only book into peak time if your deposited week is a peak week. This may differ depending on your ownership type.

6.8 You may change or cancel your booking by notifying RCI at least 30 days before the check-in date. Your booking fee is however not refundable or transferable and you may request another booking at an additional booking fee.

6.9 Your booking is only transferable with a RCI Guest Certificate. Guest certificates can only be requested by a RCI Member and are charged to the booking fee. No Guest will be allowed occupation without a Guest Certificate.

6.10 Your booking will be cancelled without notice if any booking fees are outstanding or your bank rejects the debit against your bank account or credit card.

6.11 Requests for the extension/reinstatement of expiring/expired points will not be granted by RCI at all. Where previous bookings were made using expired points these will be forfeited if such a booking is cancelled for any reason whatsoever.

6.12 Alternative or additional options that allow members to trade timeshare/points ownership for cruises, hotels, packaged holidays, etc, have been developed over the past few years. They are collectively known as RCI Holiday Choices, and include RCI's popular Cruise Exchange programme. The suppliers or principals, such as cruise liners and hotels, will tend not to be affiliated to RCI. They are selected by RCI for the holiday value they offer members. In these instances, the booking fee payable to RCI will usually include a portion that is remitted to the supplier. This could cover accommodation, meals, entertainment and the like, or as agreed with RCI. The booking fee will usually be less than the price normally available to the general public for the same holiday or product. Please refer to the section on "Specific Terms and Conditions Applicable to RCI trading as a Travel Agency" for further terms and conditions relating to RCI suppliers.

7. EXCHANGE CONFIRMATION

7.1 An exchange confirmation can only be used by the Member who has deposited his/her timeshare ownership rights or timeshare rights of use for exchange in the Spacebank® pool, unless the member gives the exchange confirmation to a friend or family member by obtaining a Guest Certificate from RCI. A fee may be charged for issuing a Guest Certificate. The exchange confirmation letter or Guest Certificate must be produced at the resort as proof of your reservation.

7.2 Members should ensure that Guests check all the details on the Guest Certificate carefully and notify us as

soon as possible if anything is incorrect. Guest Certificates can be used only by the person(s) named on them and must not be used by anyone under 18 years of age, or 21 years of age for travel to the USA. Additional people may travel with the recipient of the Guest Certificate provided that the number of persons does not exceed the maximum occupancy limit on the exchange confirmation. RCI reserves the right to request certified copies of Guest identification.

7.3 Guest Certificates are the property of and proprietary to RCI. Any unauthorised alteration, fraudulent use or misappropriation of RCI Guest Certificates will result in the immediate cancellation of your booking and membership, without any booking, certificate or membership fee refund. RCI reserves the right to, where necessary, refer the misuse of its Guest Certificates to the law enforcement authorities for investigation and possible prosecution.

7.4 Members are fully responsible for their Guests and everyone travelling with a Guest who has been issued a Guest Certificate. This means that members accept full liability for all the acts and/or omissions of Guests and everyone travelling with a Guest who has been issued a Guest Certificate, 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 items missing from the unit on departure.

LOCAL DESTINATIONS

7.5 Local fees, including without limitation exchange or booking fees are not refundable. However, notwithstanding the foregoing, in the event that RCI trading points were used for the booking, the Member will be credited, or, if the Member books and calls back on the same day the Member shall be entitled to change the booking to an alternate date. Any request from the Member beyond the date of booking to change the check-in date shall be permitted at RCI's discretion subject to the booking fee having to be repaid. For the avoidance of doubt where trading points are credited or dates changed the general rule of no monetary refund will apply. We recommend that you take out a recommended holiday replacement product, which protects you in the event of a cancellation due to certain unforeseen circumstances.

INTERNATIONAL DESTINATIONS

7.6 Standards and grades at RCI affiliated international resorts may vary from country to country.

7.7 If an international booking is cancelled 60 (sixty) days or more before check-in date, 50% of the booking fee paid shall be refunded and the Member's RCI trading points credited. If the international booking is cancelled 59 days or less before check-in date for whatsoever reason, 100% of the booking fee paid will be forfeited, and the Member's RCI trading points credited.

7.8 Some affiliated international resorts may require a mandatory all-inclusive fee that covers various in resort expenses, including but not limited to meals, beverages, equipment usage, spa treatments, cleaning services, tours, etc. It is your responsibility to ensure that you check with RCI whether a mandatory all-inclusive fee applies when making an international booking. RCI accepts no responsibility or liability for any costs that you may incur (whether before, during or after the check-in date) in respect of a mandatory all-inclusive fee and will not refund you the costs of such a fee paid to an affiliated international resort.

7.9 Members should ensure that they have made transfer arrangements to and from affiliated international resorts as this is not RCI's responsibility, unless you have made such arrangements through RCI Travel.

8. RCI'S LIABILITY

8.1 RCI, its directors, officers, employees, associated companies, agents or servant's liability for loss or damage incurred by you, howsoever arising through use of the RCI exchange system, products or services, is limited to the fee paid by you to RCI in respect of the transaction giving rise to such a claim/s.

8.2 All published and printed affiliated resort information is obtained from the respective resorts and is, to the best of RCI's knowledge and belief, accurate and complete. RCI is not responsible for erroneous or omitted information concerning affiliated resorts. E&OE.

8.3 Should RCI cancel a booking/s, terminate your membership or close your file/s without or points rein-

statement any booking or membership fee refund to you due to a breach of any of these Terms and Conditions, you acknowledge and agree that RCI may retain your timeshare week(s) or points deposited with RCI prior to such cancellation, termination or closure, and that you shall have no claim whatsoever against RCI for the return of such deposited timeshare week(s) or points or any other form of compensation, including but not limited to monetary compensation or points reinstatement.

8.4 RCI accepts no liability whatsoever for any injury, death, loss, damage, expense or accident, suffered by you, your Guests and anyone travelling with a Guest at an affiliated resort, arising from any act of God, nature, war, terrorism, insurrection, riot, boycott, theft, fire, labour action, government action, natural disaster, bad weather or interrupted electrical/water/municipal services.

9. CHANGES TO THESE TERMS AND CONDITIONS

9.1 These Terms and Conditions, and/or any fees payable to RCI in terms hereof, may be changed from time to time at the sole discretion of RCI without notice to you. A copy of the current and updated Terms and Conditions will be available at the premises of RCI, and may be inspected during office hours by any Member or Guest. In addition, a copy of such current and updated Terms and Conditions will also be available on the RCI website (www.rci.co.za) from time to time.

9.2 These Terms and Conditions and any other provisions contained in any RCI publications, documents or as published on the RCI website (www.rci.co.za) from time to time, constitute the only Terms and Conditions governing the contractual relationship between you and RCI, and no terms and conditions between you and RCI at variance with these Terms and Conditions, and no warranties, guarantees, undertakings, or representations made by RCI, its directors, officers, employees, agents or servants, not contained herein, shall be of any force or effect.

10. SOUTH AFRICAN LAW AND DISPUTE RESOLUTION

10.1 These Terms and Conditions are governed by the laws of the Republic of South Africa.

10.2 In terms of South African VAT legislation, VAT is levied at the required rate and included where applicable.

10.3 You agree that any dispute you may have with RCI regarding these Terms and Conditions, your RCI membership, your RCI file/s or RCI products and services, shall be resolved by way of arbitration. You agree that the Timeshare Institute of Southern Africa ("VOASA"), or its successors in title or name, shall be the arbitrating body responsible for resolving your dispute with RCI and that VOASA decision on any disputed matter shall be final and binding. The arbitration shall be conducted by way of written evidence only and VOASA shall, having regard to the facts of a dispute, make an award that it deems equitable, justifiable, appropriate and reasonable. Any such award shall be made in writing and motivated by VOASA.

11. SPECIFIC TERMS AND CONDITIONS APPLICABLE TO RCI TRADING AS A TRAVEL AGENCY

RCI provides selected travel and holiday arrangements for its members in conjunction with timeshare exchange. RCI is an IATA approved agent and an ASATA member. When RCI acts as an agent for its principals, such as airlines and tour operators, the terms and conditions of those principals will be applicable.

11.1 RESERVATION AND PAYMENT

Reservations can only be confirmed once full payment has been received by RCI. RCI reserves the right to cancel any reservations if payment is not received on time. Air tickets: full payment for most airfares is usually requested within 24 hours of making a reservation. Air tickets can be charged to most South African credit cards. Land arrangements: hotel and car rental rates are only valid for bookings made up to 7 days prior to departure. Rates in South African Rand can only be considered to be firm once payment has been received by RCI. These terms are subject to changes as notified by the relevant suppliers of such services from time to time. RCI cannot accept bank-drafts as a form of payment.

11.2 CANCELLATION

Cancellation fees vary and are determined by the principals, such as airlines and tour operators, plus an RCI administration fee of up to R500 (five hundred rand) per person per booking. Cancellation fees levied by principals

are subject to their terms and conditions. Cancellations can result in forfeiture of 100% (one hundred percent) of tour price. Cancellation and travel insurance is highly recommended.

11.3 AMENDMENTS AND LATE BOOKINGS

Amendments to confirmed reservations will be subject to an administration fee. Late booking fees will be determined at the time, should the booking be accepted.

11.4 SERVICE FEES AND OTHER CHARGES

Prepaid travel services are mostly sold on an inclusive basis where service fees have been taken into account. In those instances where limited travel services have been purchased, such as car rental or an air ticket without other land arrangements, a service fee will be charged.

11.5 RESPONSIBILITY

When RCI acts as a travel agent, it is not liable as a principal in making arrangements for transportation, conveyance, hotel accommodation or any other service. Furthermore, RCI shall not be liable for any injury, death, loss, damage, accident, delay or inconvenience, howsoever caused, during any journey, tour residence or other facility arranged or booked by RCI. Any loss or additional expense caused by delays, changes or cancellations of air, rail, road, sea or any other service, acts of God, nature, war, terrorism, insurrection, riot, boycott, theft, fire, labour action, government action, natural disaster, bad weather, interrupted electrical/water/municipal services or other causes, will be borne by the passenger and RCI accepts no liability therefore.

11.6 RESPONSIBILITY OF PASSENGERS

It is the responsibility of passengers to obtain proper, current and valid travel documents, including, but not limited to, passports and visas and also vaccinations, inoculations and the like. It is also the responsibility of passengers to confirm all flights and check the timing of departures with the airline in case there has been an unscheduled change.

11.7 CONFIDENTIALITY

RCI will maintain confidentiality of all transactions provided that, by doing so, it acts within the framework of South African law.

11.8 INSURANCE

We strongly advise passengers to take out insurance, covering medical, cancellation, curtailment and default at the time of booking.

11.9 AIRFARES

Airfares are subject to possible increases or decreases without notice. Once air tickets have been issued, there will be no change in airfares and cancellation/amendment fees will apply. Any increase in airfare from the time of booking to the time of ticket issue shall be for the passenger's account.

11.10 AIR TRAVEL TAX AND PORT CHARGES

Airport tax and/or air ticket tax and/or security charges and/or port taxes are levied on certain travel bookings. Foreign taxes are subject to exchange rate fluctuations. Please check at the time of making a booking, as such taxes may not be included in quoted/advertised airfares or package tours.

11.11 PRICES AND RATES OF EXCHANGE

Prices for land arrangements are based on the rate of exchange in effect at the time of quotation and are therefore subject to subsequent fluctuations. All quotations must be reconfirmed at the time of payment. Until RCI has received full payment, RCI reserves the right to charge any variations to the passenger's account. However, once full payment is received, the price of the land arrangements is guaranteed. Prices quoted for international travel in any RCI publication, should be used only as a guideline.

11.12 EXCHANGE CONTROL

Members travelling overseas and purchasing pre-paid land arrangements may be required to sign a travel declaration and have the pre-paid amount deducted from their travel allowance. Their passports may have to be endorsed accordingly.

11.13 AVAILABILITY OF SERVICE

All accommodation space advertised will only be confirmed subject to the availability of such space. Airfares advertised will only be available subject to space made available by the airlines concerned for sale at specific airfares.

11.14 LOYALTY PROGRAMMES

You are advised to retain all boarding passes when travelling on any airlines or their loyalty programme partners in order to claim back the applicable loyalty miles or rewards. Failure to retain these coupons may result in the

applicable miles not being allocated.

12. GENERAL TERMS AND CONDITIONS

12.1 Any reference to "day/s" shall refer to calendar days.

12.2 No variation of this agreement shall be of any force or effect, unless and until such variation has been reduced to writing and signed by a director of RCI.

12.3 No waiver of any of the terms and conditions of this agreement by RCI will be binding for any purpose whatsoever, unless expressed in writing and signed by a director of RCI for the purpose given.

12.4 No failure or delay on the part of RCI in exercising any right, power or privilege will operate as a waiver, nor will any other or further exercise thereof or the exercise of any other right, power or privilege, operate as a waiver.

13. VACATION OWNERSHIP ASSOCIATION OF SOUTHERN AFRICA (VOASA) CODE OF ETHICS

A Code of Ethics has been established by VOASA, in conjunction with the Business Practices Committee, to promote the long-term interests of the industry. All members of VOASA, including RCI, are compelled to comply with the terms and spirit of the Code and the Timeshare Control Act. The bulk of the Code is applicable to everyone in the industry. The full Code is available on the VOASA website. The following is a summary of the main provisions:

a) No activity, whether of an advertising or promotional nature or otherwise, conducted by any member, its subsidiaries, servant or employees, shall be such as to bring timesharing into disrepute or reduce the confidence of the public in the timesharing industry as a reputable service to the community.

b) Statements, presentations, descriptions, literature or documents used in any advertising or promotional activities:

(i) may not convey false or misleading information about the product; (ii) may not omit material information without which such information could have a deceptive or misleading effect on the consumer's decision to purchase; (iii) must be consistent; and (iv) must be easily understandable by the consumer.

c) Timesharing must be presented in advertising and promotional activity as an investment in future holidays. It is not primarily purchased for rental yield, return on investment or capital gain on resale.

d) Every contract must contain a provision entitling a purchaser to withdraw from the contract within 5 (five) working days of the purchaser signing the contract. Written notice of the withdrawal must reach the seller within the 5 (five)-day period, at an address, which must be contained in the contract. A facsimile number must also be given and receipt of facsimile, telegrams or phonograms are stipulated as sufficient written notice by the purchaser.

e) Each contract must be accompanied by a checklist, entitled a Certificate of Purchase, which explains the essential elements of the contract. The checklist must be fully initialed and signed by the purchaser at the time of sale.

f) The timeshare resort or points club product must be accurately presented without exaggeration.

g) Representations may not be made to the effect that there is a limited time for the consumer to accept the terms of an offer when such, in fact, is not the case.

h) The Contract of Sale must be made available to the client at the time of sale, before signing or before the contract becomes binding.

i) The client may not be discouraged from seeking professional advice.

j) Members may not withhold or unreasonably delay the provision of the signed copy of the Contract of Sale to the client. The client must be provided with a copy of the Agreement immediately after signature thereof. Members of VOASA are required to display this abridged Code of Ethics in a prominent position at their sales offices. Should any member of the public have a complaint regarding a breach of this Code of Ethics, they are invited to address their complaint in writing to:

The Vacation Ownership Association of Southern Africa PO Box 2823, Durbanville 7551, Tel 021-914-9693, fax 021-914-5202

Website www.voasa.co.za or Email voasa@voasa.co.za Upon VOASA receiving a complaint concerning the alleged breach of the Code of Ethics, which cannot be resolved, VOASA shall obtain the relevant documents from the parties and, where necessary, hold a hearing at which all the parties will be invited to make both written and personal representation.

Go. Dine.

