

Anfi Vacation Club

Terms and Conditions for Members of Anfi del Mar

1. Introduction

These Terms and Conditions, together with the Enrolment Form, form part of the application documents submitted by the Applicant to become a Member of the Anfi Vacation Club. By becoming an Anfi Vacation Club Member, the Applicant hereby agrees to be bound by the Enrolment Form, these Terms and Conditions, a copy of each have been given to the Applicant.

The Anfi Vacation Club is exclusively managed by the company Anfi Vacation Club S.L., and the obligations assumed by Anfi Vacation Club S.L. are completely independent of the obligations of the sellers of Occupancy Rights.

2. Definitions

“Affiliated Resort”, means a tourist or Club Resort that is available through the Anfi Vacation Club.

“Applicant”, is a holder of Vacation Accommodation who is applying to be a Member of the Anfi Vacation Club.

“Anfi Vacation Club”, means the Anfi Vacation Club which is the reservation and exchange service operated for the Members.

“Annual Maintenance Fee” means the Maintenance Fee which is due to the Affiliated Resort for the Vacation Accommodation.

“Enrolment Fee”, means the initial fee that the Member must pay in order to acquire the condition of Anfi Vacation Club Member.

“Enrolment Form”, means the document signed and submitted to the Anfi Vacation Club by the Applicant in order to apply for Membership of the Anfi Vacation Club.

“External Exchange”, means the exchange of the Occupancy Rights held by the Member from the affiliated Resort into a Vacation Accommodation in Europe or Worldwide.

“Initial Membership Period”, means the initial period of Membership that an affiliated Resort can choose to pay the enrolment fees for, on behalf of the Member.

“Internal Exchange”, means the exchange of the Occupancy Rights held by the Member into a Vacation Accommodation in the same affiliated Resort or in a Resort of Anfi del Mar.

“Member”, means an Applicant who has been enrolled into the Anfi Vacation Club.

“Membership”, means the Membership to the Anfi Vacation Club.

“Member in Good Standing”, means a Member who is up-to-date with the payment of all and any Membership fees and annual maintenance fees.

“Membership Fees”, mean all fees relating to the condition of Member of the Anfi Vacation Club, such as the enrolment fee, the renewal fee in the amount that is set out by the Anfi Vacation Club from time to time.

“Occupancy Rights”, mean the rights of use of Vacation Accommodation.

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“Primary Member” and “Secondary Member” are those Members that are entitled to do transactions at the Anfi Vacation Club.

“Purchase Agreement”, means the agreement with the client to obtain a Rotational Enjoyment Right.

“Terms and Conditions”, mean the Terms and Conditions set out herein complementary to the Enrolment Form.

“Vacation Accommodation”, means an Apartment or Suite in an affiliated Resort which can be used by the Members according to their applicable Terms and Conditions.

“High Season” means those weekly periods that will be determined by the Anfi Vacation Club for any particular year. A Reservation for a “High Season” week may trigger a supplemental fee.

3. Enrolment as a Member

- 3.1 Anfi Vacation Club products and services are only available to Anfi Vacation Club Members, who have been properly enrolled into the Anfi Vacation Club and have paid the required fees and related amounts.
- 3.2 The enrolment form must be completed on the form authorised by the Anfi Vacation Club and submitted with the enrolment fee. In some instances, enrolment fees may be included in the Purchase Agreement; the relevant Purchase Agreement should expressly refer to it if this is the case.
- 3.3 The Anfi Vacation Club reserves the right to refuse any enrolment form or renewal of Membership.
- 3.4 Membership runs on an annual basis, starting on 1st January, except in the year of enrolment, where the Membership runs from the date the Membership is effective until 31st December of the following year.
- 3.5 Membership must be in the name of the legal holder of the Occupancy Rights. For any corporation, partnership, trust or other entity, which hold the Occupancy Rights, other than a natural individual, the legal representative shall exercise the Membership rights on behalf of such entity. This person as well as the holder will be treated as the Member for all purposes.
- 3.6 The Applicants must be at least 18 years old.
- 3.7 Any purchasing party to a Purchase Agreement that complies with these Terms and Conditions will be a Member of the Anfi Vacation Club as soon as the respective application form has been accepted by the Club.
- 3.8 Transactions at the Anfi Vacation Club can only be made by the Primary and the Secondary Member.
- 3.9 If any additional Member requires the same rights as are granted to the Primary and the Secondary Member this may normally be acquired at a separate fee at least 30 days after the Purchase Agreement has been signed.
- 3.10 In case that under this Agreement more than one individuals or entities are being affiliated to the AVC, all Members expressly declare that they are aware that the Primary as well as the Secondary Member may contact the Anfi Vacation Club Service Centre and exercise his rights as Member and use all the Weeks and benefits of all Members under this Agreement. Therefore, Anfi will not be responsible in case that one Member uses the Weeks or the benefits without the consent of another Member.

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3.11 The Member accepts that if any of the information in the enrolment form is incorrect, he will receive a notice of changed information from the Anfi Vacation Club to act as an amendment to the enrolment form.

4. **Renewal of Membership**

Before Memberships are due to expire, Members will receive a Membership renewal reminder from the Anfi Vacation Club, advising them of the applicable renewal Membership fees, which may vary from year to year. Anfi Vacation Club Memberships are only renewed if the annual maintenance fee and the membership fee for the Anfi Vacation Club for the following year have been paid.

5. **Occupancy Rights**

Members remain to be the legal holders of the Occupancy Rights and all resulting obligations, such as, the cost of acquisition, maintenance fees, assessments, taxes, common expenses, recreational fees, late interest fees or other fees associated with the Vacation Accommodation.

6. **Anfi Vacation Club Services**

6.1 Subject to the Terms and Conditions, the Anfi Vacation Club will provide Members in Good Standing with the option of:

- Internal Exchange of their Occupancy Rights
- External Exchange of their Occupancy Rights

6.2 Other services offered to Members, either through Anfi Vacation Club Membership or by third parties with the permission of the Anfi Vacation Club are subject to separate Terms and Conditions.

7. **Membership Fees, Reinstatement , Suspension, Termination and Transfer**

7.1 Membership fees may change from time to time. If Members do not pay within 30 days of invoice for the Membership fees, the Membership may be suspended until outstanding payments are made.

7.2 At the end of the year the Membership remains suspended and in the event that the Membership Fees are not paid, the Anfi Vacation Club is entitled to cancel this Membership.

7.3 If Members do not renew their Membership before their existing Membership period expires, and once the Anfi Vacation Club has cancelled the Membership, the Anfi Vacation Club may charge a reinstatement fee which may vary from time to time, in addition to the applicable Membership Fee.

7.4 Members authorize their Affiliated Resorts to release to the Anfi Vacation Club any information related to the Members' payments or lack of payments of any fees associated with their Vacation Accommodation.

7.5 Members agree that if they fail to abide by the Anfi Vacation Club rules or the Terms and Conditions of the associated resorts, Membership may be suspended or terminated at the discretion of the Anfi Vacation Club.

7.6 If Members sell or transfer the Occupancy Rights, Members are required to inform the Anfi Vacation Club of the new details, such as name and address of the new holder and the date of the sale/transfer. Membership of the Anfi Vacation Club will automatically expire when this notification is received.

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8. Relationship between the Anfi Vacation Club and Affiliated Resorts

- 8.1 The Anfi Vacation Club is separate and distinct from the products or services sold by or on behalf of affiliated Resorts, including but not limited to Occupancy Rights.
- 8.2 These Terms and Conditions are separate from the agreement with the promoter of an affiliated Resort to acquire Occupancy Rights in Vacation Accommodation.

9. Transfer of Membership

Members may not assign, transfer or dispose of the rights acquired through their Membership of the Anfi Vacation Club.

10. Acknowledgements

- 10.1 Applicants represent and warrant that by accepting these Terms and Conditions:
- during the period of Membership, the Occupancy Rights will not be offered or assigned to any third party other than the Anfi Vacation Club.
 - all applicable fees and charges relating to the Membership of the Vacation Accommodation (and in particular any maintenance fees) have been paid and will continue to be paid by Members.
- 10.2 Applicants acknowledge that:
- by becoming Members of the Anfi Vacation Club, they will have access to the Internal and External Exchange services, subject to the Terms and Conditions.
 - the Terms and Conditions, which govern the Anfi Vacation Club and the Members rights and obligations, may change from time to time.
 - any transaction done through the Anfi Vacation Club is subject to availability and is not valid until a written confirmation has been received by the Member.
 - the Anfi Vacation Club is entitled to determine at its own discretion those weeks of the year that will be considered as "High Season Weeks". The reservation of a "High Season Week" may require a supplemental fee.
 - a Member will be denied access to the Suite if he is not in Good Standing at the time of arrival.
- 10.3 Telephone conversations to and from Anfi Vacation Club representatives may be recorded and/or monitored for staff training and quality control procedures.
- ## **11. Different levels of Anfi Vacation Club Membership**
- 11.1 The Anfi Vacation Club is entitled to define the rights and obligations of Membership of the Anfi Vacation Club.
- 11.2 The Anfi Vacation Club is entitled to determine different categories of Membership of the Anfi Vacation Club, establishing the rights and obligations of different grades.
- ## **12. Anfi Occupancy Rights**
- 12.1 Only Members in Good Standing can enjoy the rights of Membership.

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- 12.2 The rights to borrow and save Occupancy Rights are benefits of Membership of the Anfi Vacation Club. As such, cancellation of Membership to the Anfi Vacation Club will result in loss of these benefits.

Borrowing

- 12.3 Anfi Vacation Club Members may use next year's Occupancy Rights in the current year.

Saving

- 12.4 At the discretion of the Anfi Vacation Club, Members may deposit their Occupancy Rights for use in the following year before using their Occupancy Rights for the current year. The deposited Occupancy Right will expire at the end of the following year unless it has been used during that year.
- 12.5 Saving of Occupancy Rights will be done upon request, so if a Member does not expressly request such a saving, allocation of Occupancy Rights of the current use year will not be automatically saved for the Member's use next year.
- 12.6 Deposits must be done by informing the Anfi Vacation Club in writing no later than **90** days prior to the start date of the fixed week or end of the floating season. **If unused occupancy rights have not been deposited properly they will expire at the end of their use year.**

13. Use of Occupancy Rights for Internal Exchanges

The Internal Exchange programme is subject to the following rules:

- 13.1 Members may request an Internal Exchange up to 10 months in advance of the start date of the requested week until 3 days prior to the arrival date. Members may exchange their Occupancy Rights for accommodation of the same or lower grade than they hold.
- 13.2 To do an Internal Exchange Anfi Vacation Club has to be notified at least 90 days before the beginning of the fixed week or the end of the floating season for the exchange to be made.
- 13.3 Internal Exchanges are subject to a separate fee per transaction that is published by the Anfi Vacation Club at the beginning of each year.
- 13.4 Reservations of saved and borrowed Occupancy Rights in the other use year will trigger a Fee equivalent to an Internal Exchange.

14. Use of Occupancy Rights for External Exchanges

- 14.1 The Anfi Vacation Club facilitates External exchanges through Agreements with third parties so External Exchanges are subject to the Terms and Conditions of the relevant third party, including cancellation policies.
- 14.2 External Exchanges are subject to a separate transaction fee, which shall be communicated to the Member and paid in full by them prior to accessing to the External Exchange.
- 14.3 All External Exchanges are currently based on exchanging one week of Vacation Accommodation for another similar week, based on the Vacation Accommodation type and season and can currently be requested from 2 years to 3 days prior to the start date of the holiday.
- 14.4 To do an External Exchange Anfi Vacation Club has to be notified at least 90 days before the beginning of the fixed week or the end of the floating season for the exchange to be made.

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- 14.5 The week(s) the Member may receive will be based on the Occupancy Rights that the Member elects to use for External Exchange from those weeks that have been deposited into the Anfi Vacation Club.

15. Cancellations

- 15.1 Cancellations made within 15 days of a confirmed reservation will be accepted without any charge being made.
- 15.2 Cancellations made after 15 days of a confirmed reservation will have a cancellation charge. This cancellation charge may vary from time to time.
- 15.3 No cancellations done within 15 days before the reservation starts will be accepted.

16. Guest reservations and exchanges

Members may request that their weeks/s are booked or exchanged in favour of a guest reservation by purchasing a guest certificate per transaction. Guest certificates are subject to the payment of a fee. Guest certificates are not required for reservations made in favour of Members' spouses or children.

17. Data Protection

In compliance with the Law 15/1999 on Personal Data Protection, under Article 5 concerning the right of information related to personal data collection, the Anfi Vacation Club S.L. herewith informs you that:

Your personal data will be included in files under the ownership of the Anfi Vacation Club S.L. with registered office in Barranco de la Verga s/n, 35120 Arguineguin, Gran Canaria, Spain.

The purpose of processing your personal data is to manage, maintain, and adapt the contractual and legal relationship of this affiliation, as well to facilitate the effectiveness, administration, and compliance with the obligations stipulated in it.

The contractual relationship implies the transfer of personal data to (national and international) companies the Anfi Vacation Club S.L. maintains a relationship with to offer products and services which may be requested by a member.

The object of being affiliated to the Anfi Vacation Club S.L. is to realize bookings via the Anfi Vacation Club S.L. or to allow the Anfi Vacation Club S.L. to manage any other transaction on your behalf; therefore, you expressly agree to the transfer of personal data.

The Anfi Vacation Club may transfer your personal data to third parties such as: Exchange companies, affiliated Hotels and Resorts, travel agencies, tourism agencies, providers of Excursions, Rent a Car, Taxi Companies and any other company or organisation which, *in a reasonable sense*, may offer other benefits to the members. Further information to existing companies or new companies related to the Anfi Vacation Club for members is available at www.anfi.com-vacation-club.

The filed personal data is necessary and obligatory to maintain and manage the contractual relationship. Should you refuse to provide the necessary personal data, may this result in ineffectiveness of the contractual relationship.

You are entitled to exercise your rights of access, rectification, erasure and objection, as stated in the Law, by contacting the following address: Anfi Group, Verification Dptm., Barranco de la Verga, s/n, Arguineguin, 35120 (Gran Canaria) and icclpod@anfi.es.

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18. Force Majeure

If Anfi Vacation Club S.L. is prevented, hindered or delayed from performing any of its obligations under this Agreement by a force majeure event (hereinafter “the Force Majeure event”), then the Anfi Vacation Club’s S.L. obligations shall be suspended whilst the force majeure event continues to the extent in which the force majeure event prevents, hinders or delays the fulfilment of these obligations. The Anfi Vacation Club S.L. shall advise the Member of its inability to fulfil its obligations hereunder. The Anfi Vacation Club shall make all reasonable efforts to mitigate the effects of the force majeure event on the performance of its obligations under this Agreement and as soon as is reasonably possible after the end of the force majeure event, the Anfi Vacation Club S.L. shall notify the Member in writing that the force majeure event is over, and resume performance of its obligations hereunder.

9. Amendment of the Terms and Conditions. Language of Membership Documents

At the discretion of the Anfi Vacation Club these Terms and Conditions are subject to occasional changes. It will always be the latest version of these Terms and Conditions which can be supplied by Anfi Vacation Club on request, which will be enforced.

The language of these Terms and Conditions, of the enrolment form and any other attached documentation has been chosen by the Member.

20. Anfi Vacation Club Liability

The Anfi Vacation Club’s liability, including the liability of the managing company or other companies providing the services under the Anfi Vacation Club, to a Member or guest with respect to their use of or inability to use the Anfi Vacation Club, shall be limited to the actual fees paid to the Anfi Vacation Club for the use, out of which the liability arose. In no case shall the Anfi Vacation Club, the managing company or third party companies be liable for special, consequential, indirect, *lucrum cessant* or punitive damages.

Non Anfi Vacation Club related programmes and services offered through the Anfi Vacation Club or by third parties with the permission of the Anfi Vacation Club, are subject to separate Terms and Conditions and may be changed or removed without prior notice to the Members. The Anfi Vacation Club accepts no responsibility for the acts or omissions of any third party providing such programmes or services directly to the Members.

21. Governing Law and Jurisdiction

This Agreement is governed by Spanish Law. The parties agree to submit themselves to the exclusive jurisdiction of the courts and tribunals of San Bartolomé de Tirajana (Gran Canaria, Spain), for any legal action arising from this Agreement.