

Mr & Mrs Bloggs  
22 Acacia Avenue  
Maidenhead  
Berkshire  
SL6 12EP

**Worldwide Timeshare Hypermarket Ltd**  
Venator House, 9 St. Stephens Court  
15-17 St. Stephens Road, Bournemouth  
Dorset BH2 6LA, United Kingdom  
Tel: 01202 544870  
Fax: 01202 544889  
Email: info@timeshare-hypermarket.com  
www.timeshare-hypermarket.com

18 July 2016

Dear Mr & Mrs Bloggs

Please find enclosed the Purchase Agreement confirming the details of your transaction.

We will endeavour to progress the exchange of ownership as swiftly as possible. Here's what happens next:

1. We contact the Seller again to complete a "Vendors Warranties" form, to ensure that all information is up to date at the time of purchase.
2. Once we are in receipt of your monies (which are paid into a client account controlled by an independent Trustee), the Seller will then dispatch to us the Original Certificate.
3. We will then dispatch the said Certificate and transfer documents to the relevant Trustees/Companies.

**PLEASE ALLOW AT LEAST 90 DAYS TO RECEIVE YOUR CERTIFICATE.**

Although this may seem to be a long-winded method, it is necessary to ensure that both parties are protected at all times.

Please note that we advise that you do not book flights until the transfer has been completed and the timeshare is in your name(s). Any commencement date quoted for your purchased weeks(s) are approximate and should be verified directly with the resort.

To expedite matters, you should return the following documents:

1. Return one copy of your Purchase Agreement, duly signed within 7 days, along with the signed "Letter of Appointment".
2. Please forward your cheque for the sum of £2400 to the Bournemouth office, made payable to Resort Fiduciary Services Ltd (RFS)/ Timeshare Hypermarket, within 14 days from date of Contract. N.B. Please endorse the back of the cheque with ACC No. 93080358. However should you have chosen our Finance Package then please refer to the enclosed documentation.
3. Due to European legislation you are required to return a copy of your passport(s) or driving licence(s) AND a copy of a current utility bill. **PLEASE NOTE WE CANNOT PROCEED WITH YOUR PURCHASE IF PHOTOCOPIES OF TWO DOCUMENTS ARE NOT RETURNED**

Once again, Worldwide Timeshare Hypermarket is pleased to have been successful in matching Buyer and Seller at an agreeable price. May we congratulate you on your purchase and, of course, put ourselves at your disposal. Should you have any further questions or queries, please do not hesitate to contact us between 10.00hrs and 17.30 on 01202 544873.

Yours sincerely,

Contracts Dept

**AGREEMENT NO: SPECIMEN**

**A. MEMBERSHIP APPLICATION AND CONTRACT OF SALE DATED 18/07/2016**

1. This Contract of Sale ("The Agreement") is made on the date specified above by and between Seller (whose details are known to The Broker) via Worldwide Timeshare Hypermarket Ltd. ("The Broker") whose registered office is at Venator House, 9 St. Stephen's Court, 15-17 St. Stephen's Road, Bournemouth, Dorset, BH2 6LA. and
2. The Purchaser(s) ("The Purchaser") as follows is/are:

PURCHASER: Mr Fred Bloggs and Mrs Francis Bloggs

ADDRESS: 22 Acacia Avenue, Maidenhead

Berkshire

POSTCODE

SL6 12EP

HOME TEL No. 01234 5678910

WORK TEL No.

MOBILE: 07891 2345678

EMAIL:

| Resort Name        | Unit No | Unit Size | Sleeps | Period(s) | Check In | Check Out | Next Occ | 2016 Mgmt Fee | Purchase Price |
|--------------------|---------|-----------|--------|-----------|----------|-----------|----------|---------------|----------------|
| Royal Savoy Resort | 1110    | Studio    | 4      | 26        | Monday   | Monday    | 2017     | 400.00        | 2400.00        |

**C. FINANCIAL DETAILS OF PURCHASE**

|  |                |
|--|----------------|
| Purchase Price   | £2400.00       |
| Year maintenance fee (for advise only, not charged)      | £400.00        |
| One Years <b>Worldwide Timeshare</b> Exchange membership | Free of Charge |

Amount payable for Purchase of Timeshare due 01/08/2016 **£2400.00**

All payments should be made payable in favour of Resort Fiduciary Services Ltd (RFS)/Timeshare Hypermarket. The reverse of the cheque should be endorsed - Account Number 93080358. All cheques must be dispatched to the broker but **MUST NOT** be made payable to the broker.

**D. EXECUTION**

The Purchaser agrees by the signature(s) below to be bound by this Agreement including the conditions stated on the reverse of this document. In witness whereof, this Agreement has been signed and accepted by the parties hereto.

\_\_\_\_\_  
Signed by the Purchaser(s) on \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2016

**YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT. YOU HAVE UNTIL 01/08/2016(DUE DATE) IN WHICH TO DO SO (THIS DATE MUST BE AT LEAST FOURTEEN DAYS AFTER THE DATE OF THIS AGREEMENT). PLEASE REFER OVERLEAF FOR FURTHER DETAILS OF YOUR CANCELLATION RIGHTS.**

\_\_\_\_\_  
Signed for and on behalf of the Seller on \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2016

# PURCHASE AGREEMENT / CONTRACT OF SALE

## TERMS AND CONDITIONS

1. COMPLETION OF SALE / PURCHASE
  - i. The Purchase monies shall be paid by the Purchaser on the Due Date in accordance with the instructions overleaf;
  - ii. The purchase monies shall be held on trust by an independent Stakeholder, Resort Fiduciary Services Limited (RFS), until the Broker has obtained a membership certificate in the name of the Purchaser for the use of the timeshare as specified overleaf together with all other necessary ownership documents. On receipt of such papers the Broker shall organise for those papers to be forwarded to the Purchaser and arrange for the trustee to release the purchase monies.
2. DEFAULT
  - i. If the Purchaser fails to make any payment due within twenty one days of being given written notice by the Broker on behalf of the Seller to that effect (time being of the essence) this Agreement shall be terminated and any money paid by the Purchaser may be forfeited.
  - ii. The Purchaser hereby acknowledges that; should there be any monies due to the Broker and not paid within a reasonable time of the initial request then the Broker reserves the right to arrange for the fees to be collected through a Debt Collection Agency, which will result in the Purchaser being liable for the Debt Collection Agencies costs
3. ACKNOWLEDGEMENT
 

The Purchaser hereby acknowledges that:

  - i. This is an agreement between two private parties, the Seller is not acting in the course of business and that the Broker is acting only as the agent of the Seller and Purchaser;
  - ii. Timeshare membership includes an obligation to pay an annual management fee. In subsequent years of occupancy the annual management fee shall become due and payable in accordance with the constitution of the resort of which the Purchaser becomes a member and the Purchaser confirms that he understands that failure to pay such fees may put his membership at risk;
  - iii. the Seller and / or the Broker are not responsible for and do not have any control over the setting of annual management fees and furthermore have not made any representations as to the future level of such fees.
  - iv. The Purchaser gives the Broker the right to draw down any monies required from Resort Fiduciary Services Ltd (RFS) to process the completion of the transfer of ownership. ie: management fees or resort transfer costs.
4. CANCELLATION
  - i. This Agreement gives to the Purchaser the benefit of the protection provided by the Resort Development Organisation Code of Practice for Resales. Accordingly the Purchaser has 14 days from the date of this agreement in which to cancel this agreement with no further obligation to himself. In the event of the Purchaser wishing to cancel the Agreement within that period he must notify the Broker to that effect within 14 days of the date of this Agreement by completing the Cancellation Procedure as shown in the box below.
  - ii. In circumstances where this agreement is intended to supercede any previous concluded timeshare purchase agreement and the Purchaser seeks to cancel this agreement during the statutory cancellation period the Purchaser agrees to remain bound by that concluded agreement and understands that the time to utilise any cancellation period under that agreement has passed. Until such time as this agreement is completed or affirmed by the Purchaser, any previous agreement will remain in force. Furthermore should the week surrendered have been sold in the interim Worldwide Timeshare Hypermarket Ltd reserve the right to supply a week of similar value to replace the original.
5. PROPER LAW
 

This Agreement shall be governed by and construed in accordance with English law and the parties hereto agree to submit to the non-exclusive jurisdiction of the English courts.
6. MISCELLANEOUS
  - i. Any notice relating to this agreement shall be in writing and may be served or delivered to the party to be served at the address overleaf and notices sent by first class mail (Registered / recorded delivery for ownership documents and/or notice of cancellation) shall be deemed to have been delivered seventy two hours after posting and proof of due posting shall be sufficient evidence of delivery.
  - ii. Words importing one gender include any other gender
  - iii. Words importing the singular include the plural and vice versa.
  - iv. Clause headings shall not affect the construction of this agreement.
  - v. This Agreement contains the full and complete understanding between the parties and supercedes all prior arrangements and understandings whether written or oral and may not be varied except by an instrument in writing signed by the Broker on behalf of the Seller. The Purchaser acknowledges that no representations or promises that are not expressly contained in this Agreement have been made to him by the Seller or Broker or any of its servants, agents, employees or representatives.
  - vi. The Purchaser acknowledges that should the Broker be unable to complete the transfer for whatever reason, that they reserve the right to offer a suitable alternative or a full refund of all monies paid.
  - vii. In order to perform our duties under this contract, it is necessary for us to share your personal information with certain third-party companies, these companies include the resort trustees, various exchange companies such as Resort Condominiums International, Interval International and Worldwide Timeshare Exchange, as well as Resort Fiduciary Services Ltd (RFS) and any other party which is required to complete the transfer ownership. Your personal information will never be sold to any other third-party or marketing company.

### YOUR RIGHT TO CANCEL THIS AGREEMENT

You can cancel this timeshare agreement by sending or taking a written notice of cancellation to Worldwide Timeshare Hypermarket on or before the balance due date, as specified on the reverse of the contract. You therefore have at least fourteen days in which to cancel this agreement. If you post the notice in a properly addressed and fully pre-paid letter, the notice will be treated as given at the time of posting. You may use the cancellation notice provided in this agreement, but this is not obligatory.

If you cancel this agreement in the way described above, you will have no further rights or obligations under it, but you will have the right to recover any sums paid under or in contemplation of this agreement. You may have further rights to cancel, if this agreement does not include certain required information.

### Purchase of Timeshare using credit under a related agreement

If you have purchased a timeshare using credit under a related credit agreement, then the related credit agreement will be automatically cancelled, if you cancel the timeshare agreement in the way described above. If you have received any monies under a related credit agreement, you will need to repay these. If you are paying by instalments and you repay any monies by the date your first repayment is due, then you will not be liable to pay interest on the amount repaid. If you do not repay the whole of the amount you have borrowed in that time then you will be sent a statement showing the amount outstanding and the repayments due, including interest, and you do not have to make any repayment until you receive this. If you are not paying by instalments and you repay any monies within one month of the date you gave notice to cancel then you will not be liable to pay interest on the amount repaid. Subject to the above, you will have no further rights and obligations under the credit agreement.

Complete and return this notice ONLY if you wish to cancel the timeshare agreement by recorded delivery or registered post to Worldwide Timeshare Hypermarket, Venator House, 9 St. Stephen's Court, 15-17 St. Stephen's Road, Bournemouth, Dorset, BH2 6LA.

I/we hereby give notice that I/we wish to cancel my/our timeshare agreement.

Signed.....

Dated .....

If this notice is sent by post in a properly addressed and pre-paid envelope, the notice is treated as given at the time of posting.

Upon completion of this contract, all purchasers will automatically be entered into regular prize draws. If you do not wish to be entered into such prize draws, please tick here.