



**SELLER'S REGISTRATION FORM**

Name(s)

Address

Country

Tel  Mobile  Fax

E-mail  (Required)

ITSO/National Timeshare Organisation Membership Number

CLS: +34 928 59 99 95 (Ext. 4202)  
UK: +44 20 7193 1152  
Danmark: +45 36 99 28 76  
Fax: +34 928 59 99 97  
Mobile: +34 636 27 73 07  
E-mail: [roger@clublasanta.com](mailto:roger@clublasanta.com)  
Skype: herbert.roger (UK)

Apartment numbers	Week numbers	Minimum prices (euros)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

I/WE HEREBY APPOINT TIMESHARE RESALES to sell the above Timeshare Week(s) and I/We agree to the Terms and Conditions attached and to pay a registration fee and commission as set out in the Fees and Commission Schedule.

Seller(s) signature(s)

Date

**PLEASE RETURN THIS FORM WITH A COPY OF YOUR TIMESHARE CERTIFICATE(S) AND SERVICE AGREEMENT(S) TO TIMESHARE RESALES (By E-mail/Fax or Post) at the above address.**

**IMPORTANT - PLEASE NOTE:**

1. If You wish to modify the price required or wish to cancel the sale, TIMESHARE RESALES must be informed in writing.
2. After signature of a Buyer's Reservation Form, the Buyer will have a 14 calendar day "cooling off" period during which the Buyer has the right to terminate.
3. Before a sale can be completed, You must forward to TIMESHARE RESALES at the ITSO Service Office the original TIMESHARE CERTIFICATE, SERVICE AGREEMENT and TRANSFER OF TIMESHARE OWNERSHIP documents. After the receipt of these by TIMESHARE RESALES and receipt of the sale proceeds due from the Buyer, the sale proceeds will be paid to You net of the sales Commission.
4. Payment of the amount due to You will be made as soon as possible after 14 days, assuming the Buyer does not cancel. All payments to you will be made by bank transfer (Euro, Sterling and Danish Kroner only).



## TIMESHARE RESALES - Terms and Conditions

### AGREEMENT (SELLERS)

1. This Agreement is between You and Us and is effective from the date We receive the Seller's Registration Form signed by You and a copy of Your TIMESHARE CERTIFICATE. When we receive these at the ITSO Service Office, we will include Your Timeshare Week(s) in Our "For Sale" listings.
2. This Agreement replaces any previous agreement You may have had with any other person and by signing this Agreement You confirm cancellation of any previous registration or agreement for the sale of Your Timeshare Week(s).
3. You understand that the minimum price You state on the Seller's Registration Form is the minimum price You wish to be paid by a Buyer and that if You wish to change this price, You must inform Us in writing. We cannot guarantee an early sale or time period for the sale. All pricing decisions are Your sole responsibility and We do not accept liability for these.
4. If a Buyer is interested in buying Your Timeshare Week(s), We will contact You to discuss price, procedures and to confirm that You still wish to sell.
5. If the sale is completed, You will receive the price the Buyer agrees to pay, less the Commission due to Us.
6. We will act as Your agent in the sale of Your Timeshare Week and We will have no liability to the Buyer for the sale and the transfer of the Timeshare Week, which lies with You.
7. You are aware that after signing a Buyer's Reservation Form, the Buyer has a 14 day "Cooling Off Period" and can cancel at any time during this period. If the Buyer does not cancel, the Buyer and You will need to sign a TRANSFER OF TSO-SHIP.
8. Before the sale can be completed, You must send Your original TIMESHARE CERTIFICATE and the TRANSFER OF TSO-SHIP signed by You to the ITSO Service Office. After We receive these and the price due from the Buyer is received, the price less Commission will be paid to You, normally within about 14 days. All payments to us must be in euros.
9. You acknowledge that, once the Buyer has signed a Buyer's Reservation Form and you have confirmed that you are willing to sell, a sale agreement exists between You and the Buyer and that this is legally binding upon You and that You may not withdraw from its terms. The Buyer may however withdraw during the 14 day "Cooling off Period".
10. Until the sale is completed, You are still responsible for paying the Service Fee to Club La Santa, if it is due. On proof of payment, any Service Fee that You have paid will be refunded by the Buyer, assuming the Buyer uses the Timeshare Week in question.
11. You give a legal warranty to the Buyer that You are the owner of the Timeshare Weeks(s) and that You are entitled to sell to the Buyer free of all charges or financial, legal or other claims.
12. We will give you 14 days notice in writing of any changes to this Agreement.
13. We or You may terminate this Agreement at any time by 28 days notice in writing.
14. Timeshare ownership at Club La Santa includes an obligation to pay a service fee if You use Your Timeshare Week. Neither We nor the Seller are responsible for or have any control over service fees and have not made any representations to You as to the future level of such fees.
15. You agree that all the information given on this form is correct and that You have not knowingly made any statement which is or can be found to be incorrect.
16. For the purposes of the applicable Data Protection laws and regulations you consent to the processing by Us of all personal data (in manual, electronic or any other form) relevant to this Agreement. Processing includes obtaining, recording, using and holding data and the transfer of data to any country inside the European Economic Area (EEA). We will at all times comply with the provisions of all applicable Data Protection laws and regulations.
17. We will not disclose or use, at any time during or after this Agreement, any confidential information relating to You or this Agreement.
18. ITSO La Santa, the board of ITSO La Santa and Club La Santa, S.A. are not parties to this Agreement and will have no



liability to You or the Buyer.

19. Any notice relating to this Agreement shall be in writing and may be given to the relevant party at their address given on the Seller's Registration Form or Your new address as notified in writing to Us.
20. This Agreement sets out the entire agreement between You and Us in relation to its subject matter.
21. If a provision of this Agreement or a procedure to be carried out in its implementation is or becomes illegal or unenforceable, the remaining provisions and procedures shall not be affected.
22. We may assign this Agreement to another party subject to the prior approval of the ITSO La Santa board and provided notice in writing is given to You within 28 days of any assignment and You do not object in writing within 14 days.
23. These words have these meanings:

"Agreement"	this agreement, including the Seller's Registration Form and these Terms and Conditions
"Buyer"	the person(s) who is/are buying a Timeshare Week(s)
"Commission"	the sales commission due to TIMESHARE RESALES
"ITSO La Santa"	the association known as The International Timeshare Owners Organisation at Club La Santa
"ITSO Service Office"	ITSO La Santa's office at Club La Santa
"Buyer's Reservation Form"	the form signed by the Buyer reserving Your Timeshare Week
"Seller"	you, the Timeshare Owner(s) who is/are selling a Timeshare Week(s)
"Seller's Registration Form"	the form above to be signed by You
"Timeshare Week"	a timeshare week for one apartment at Club La Santa
"We/Us/Our"	TIMESHARE RESALES (Proprietor, Roger Herbert)
"You/Your"	you, the Seller

24. Words importing one gender include any other gender. Words importing the singular include the plural and vice versa. Writing includes letter, fax and e-mail.
25. This Agreement is subject to Spanish law and the venue for any court proceedings will be Las Palmas de Gran Canaria.