

# CLUB RESORTS INTERNATIONAL

## ACKNOWLEDGEMENT OF REPRESENTATION

I, the undersigned hereby acknowledge that:

1. I have entered into an Agreement for the acquisition of Point Rights and have applied for Membership of the Club Resorts International Management Association;
2. the Purchase Price of the Point Rights is accurately reflected on the Acquisition Agreement;
3. I am satisfied that I am able to meet the financial commitments as set out in the Payment Schedule;
4. the Point Rights entitle me to an annual allocation of Holiday Points to be allocated on the 1st of January each year with a pro rata allocation for the year in which I have purchased;
5. the Holiday Points can be exchanged in terms of the Scheme Regulations for the right to use the Accommodation which forms a part of the Scheme, as reflected in the Scheme Accommodation Tables as issued from time to time;
6. the right to use the Accommodation is subject to availability, the number of Points I hold and further subject to the level of my reservation priority status with respect to other Members, and that there is no guarantee that I will be able to holiday every year in peak season at the Resort of my choice;
7. I am liable for the payment of the annual Levy and Membership Fee on the 1st of January each year (pro rata in the first year) for Point Rights purchased and/or from the levy start date for Point Rights acquired through Cession of my Timeshare weeks, in accordance with the supplied current Levy Guide. I understand that the Levy and Membership Fee are subject to inflationary conditions;
8. I am permitted to personally rent out the Accommodation reserved by me. However, no guarantee is given that this will be effected on my behalf or that I will receive a rental return;
9. I am responsible for all travelling costs and all other direct costs including food, entertainment, etc. relating to my use of the Accommodation and that the Holiday Points only offer me the right to use the Accommodation rent free;
10. I have entered into this Agreement of my own free will and all verbal representations made to me are accurately reflected and/or set out in documents provided to me. I have received copies of all documents signed by me as well as a complete Owner's Pack containing all the Scheme Documentation;
11. I can save up my unused Points and carry them forward to the next year in terms of the 85% rule or the five year rule, whichever is applicable and stipulated on the Acquisition Agreement;
12. my Membership Category has been stipulated on my Acquisition Agreement and I understand the difference between the Standard and Plus Membership Categories;
13. no guarantee has been given to me regarding the resale of my Point Rights;
14. should I not be totally satisfied with my purchase then I may cancel my Acquisition Agreement by giving written notice to the Vendor Company, at their address to be received within 5 days of signing excluding the date of purchase. This notice must be given in writing directly to the Vendor and not the Agent or Agency making the sale, by written letter, facsimile, telex, telegram or phonogram. The date of receipt and not delivery shall be of relevance;
16. midweek and weekend breaks are only available at certain resorts and at certain times, as advised by the Executive Committee from time to time.

Purchaser/Cedent

Spouse

Date

Consultant