



RCI Rules for Infiniti Club Members (“Rules”)

1. INTRODUCTION

1.1 You (the “Club Member” or “you”) have entered into a separate agreement with a club, resort, holiday plan, developer, association or other provider of holiday accommodation (“Club”) which entitles you, among other things, to reserve/book holiday accommodation at various locations. RCI Europe (“RCI” or “we”) performs certain booking and reservation services as agent for and on behalf of your Club.

1.2 RCI is entirely separate to and independent from your Club and has been engaged by your Club to perform certain services on the Club’s behalf as the Club’s agent. RCI is not a partner of the Club and is not responsible or liable for any act or omission of the Club or for any product or service provided by or through the Club.

1.3 These Rules (together with any other applicable terms and conditions which may be notified to you by RCI) apply to all reservation, booking and other services provided by RCI (as agent on behalf of your Club) to Club Members and their travelling companions and (without limitation) to the accommodation (“Accommodation”) booked or reserved by Club Members through RCI.

1.4 RCI does not own, control, manage, develop, sell or market any resorts or any holiday accommodation. However, there is an affiliation contract between RCI and each resort at which Accommodation is located (“Affiliated Resort”) which permits RCI to accept bookings/reservations for Accommodation at the resort concerned. Such bookings/reservations shall be accepted by RCI as agent on behalf of your Club. In certain cases, RCI may also (as agent on behalf of your Club) be permitted to accept bookings/reservations at other resorts or locations which have not entered into an affiliation contract with RCI. Such other resorts or locations shall, for the purposes of these Rules, be treated as ‘Affiliated Resorts’ unless the context requires otherwise.

1.5 These Rules are additional to and separate from all agreements, contracts, documents, membership terms, publicity and conditions provided to you by your Club (“Club Rules”). In particular, information concerning your entitlement to book Accommodation and the processes, conditions and charges relating thereto are set out in the Club Rules or may otherwise be obtained from or provided by your Club. RCI is not party to the Club Rules. **By making a booking/reservation through RCI, you are confirming acceptance of these Rules and the Club Rules and therefore it is important that you read these carefully and ensure that you are happy with their terms before making a booking/reservation.**

1.6 These Rules shall be governed by and construed in accordance with the laws of England and Wales, whatever the nationality of the Club Member.

1.7 Programmes or services offered at RCI’s discretion through RCI or by third parties with the permission of RCI are subject to separate terms and conditions which will be notified to you at the time such offers are made.

1.8 Club Members are not enrolled as members (nor are they deemed to be members) of any exchange programme operated by RCI, including without limitation RCI Weeks or RCI Points.

1.9 In the event of any conflict between these Rules and the Club Rules, these Rules will take precedence unless expressly stated otherwise.

1.10 All references to “you” or to the “Club Member” include, where the context so allows (i) a reference to each member of the Club Member’s party and; (ii) the authorised Guests of the Club Member, being persons using an official Guest Certificate issued by your Club and used in accordance with the Club Rules.

2. MAKING A BOOKING/RESERVATION THROUGH RCI

2.1 The procedures for booking Accommodation are set out in the Club Rules and are subject to the conditions and charges set out in the Club Rules or otherwise published by the Club. You must comply with the Club Rules and with these Rules whenever you make a booking/reservation.

2.2 Without limitation, RCI reserves the right to refuse to make or accept bookings/reservations for you where:-

- (1) you are unable to provide satisfactory evidence that you are a Club Member in good standing with your Club. RCI reserves the right to ask for satisfactory proof of identity and Club Membership;
- (2) RCI is or has been instructed not to do so by your Club or has been notified that you are in breach of Club Rules;
- (3) you fail to follow or comply with the Club Rules or with these Rules;
- (4) you fail (or have failed) to make any payment due under the Club Rules or under these Rules;
- (5) if RCI is required to do so by the laws, rules or regulations of any local, state, national or federal governmental entity or by any judicial, public, regulatory or law enforcement authority or court;
- (6) our agreement with your Club is terminated;
- (7) you bring any claims against RCI in respect of the services provided, the Accommodation, your Club Membership or any relevant travel arrangements; or
- (8) we believe you to be a vexatious or serial complainant who threatens or uses physical violence and/or harasses, abuses or is verbally aggressive to our employees.

2.3 You must be at least 18 years old to make a booking/reservation.

2.4 A legally binding contract with your Club is formed only when your booking/reservation is confirmed in writing by RCI as agent on behalf of your Club.

2.5 Confirmation of your booking/reservation will be valid only when issued to you in writing or email by RCI on behalf of your Club. You should check all the details on your confirmation carefully when you receive it and let us know as soon as possible if anything is incorrect. Subsequent changes made by you to any material aspect of your confirmation may not be possible and may be treated as a cancellation.

2.6 Any special requests must be advised to us at the time of booking and must be confirmed to us in writing. Whilst we will make reasonable efforts to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation or any other documentation or that it has been passed on to an Affiliated Resort is not confirmation that the request will be met and neither we nor the Affiliated Resort will be liable for any failure to meet such requests.



2.7 Your Club may authorise RCI to collect money and/or make charges on its behalf as its agent. You must pay all charges requested by RCI on behalf of your Club or you will not be able to make bookings/reservations through RCI. Your Club will notify you of all charges that you need to pay in order to make bookings/reservations through RCI.

3. YOUR FINANCIAL PROTECTION

3.1 The services carried out by RCI are not covered by any Scheme of Financial Protection and RCI does not act as an organiser as defined by the Package Travel, Package Holidays and Package Tours Regulations 1992.

3.2 **Adequate travel insurance is vital.** If you choose to travel without adequate insurance cover, neither we nor your Club will (without limitation) be liable for any losses that result and for which cover would have been available.

4. RELATIONSHIP BETWEEN RCI AND RESORTS

4.1 RCI and the owners, developers, owners associations and management of Accommodation are separate and distinct entities and RCI has no joint venture, partnership or agency relationship with any of them.

4.2 RCI makes no promise or representation about any Accommodation or the facilities or services available at Affiliated Resorts.

4.3 If an Affiliated Resort does not fulfil its contractual obligations to RCI or if RCI's agreement with an Affiliated Resort ends for any reason then Accommodation at that Affiliated Resort will cease to be available for booking/reservation through RCI.

4.4 Information about Accommodation and Affiliated Resorts published by RCI, including but not limited to, facilities, amenities and services, is solely derived 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. Club Members must make their own enquiries about a resort description and satisfy themselves on the size and suitability of the relevant Accommodation, and that an Affiliated Resort will meet all their needs, particularly if travelling out of season.

4.5 Although RCI makes reasonable efforts to ensure that resort information published on behalf of Affiliated Resorts by RCI is accurate and up to date, RCI cannot accept responsibility for publishing and/or repeating any inaccurate, incomplete or misleading information provided by any Affiliated Resort, except where RCI itself has been negligent.

4.6 RCI cannot guarantee that any particular request for a resort, area, travel or return date, type or size of accommodation, travel supplier or otherwise will be met. We may, on behalf of your Club, offer you alternative choices which may be available.

4.7 RCI may apply restrictions on bookings/reservations which are reasonably requested by Affiliated Resorts. These may include (without limitation) a prohibition on Club Members and their Guests from exchanging into the same resort more than once in a specified period and minimum age requirements.

5. USE AND ALLOCATION OF ACCOMMODATION

5.1 Club Members accept that Accommodation may vary in unit size, design, fixtures, furnishings, amenities, presentation and facilities from any holiday accommodation they may own or have rights to occupy through their Club.

5.2 Affiliated Resorts may allocate alternative accommodation to a unit booked/reserved provided it has at least the same maximum occupancy and is of similar overall quality.

5.3 Club Members and/or Guests must occupy and use any Accommodation which they have booked in a responsible, careful and safe manner.

5.4 Club Members are responsible for any damage caused by them and /or any members of their party [and/or by their Guests] whilst staying at an Affiliated Resort.

5.5 Club Members and all the members of their party must comply with the Affiliated Resort's rules and bye-laws.

5.6 Club Members must replace any items missing from their unit on departure or the Affiliated Resort may charge them for replacement or retain a proportion of any deposit they have paid.

5.7 The total number of people (babies and children included) occupying the Accommodation must not exceed the maximum occupancy of the unit set out in the booking confirmation otherwise the Affiliated Resort may refuse access.

5.8 Only those expressly named on a booking confirmation are entitled to stay at the Accommodation and anyone not so named may be refused access.

5.9 Club Members are responsible for payment of any applicable taxes, personal expenses, utility charges, security deposits and any other fees or charges levied by an Affiliated Resort on occupiers for the use of amenities and facilities there.

5.10 You must comply with check-in and check-out times. If you are going to arrive outside the check-in day and/or time set out in your confirmation, the Affiliated Resort must be contacted directly to make alternative check-in arrangements, subject to availability.

5.11 The Affiliated Resort may levy a charge or impose other conditions for any Accommodation outside the days specified on the booking confirmation.

5.12 Club Members and their Guests and other members of their party may be refused entry to Affiliated Resorts if they cannot verify their identity by means of a valid passport, driving licence or other form of identification.

6. CANCELLATION OF YOUR BOOKING/RESERVATION BY YOU/CHANGES BY YOU

6.1 You may cancel a confirmed booking/reservation at any time before its start date either in writing (by letter, email or through an online facility) or by telephone and we will act on your instructions.

6.2 You will receive a refund of your booking/reservation fee only if we receive notice of cancellation by the end of the business day immediately following the day on which you requested the booking/reservation.

6.3 Please note, refunds of booking/reservation fees are not available if you cancel less than 48 hours before the start of your booking/reservation.

6.4 Any changes you wish to make to your booking/reservation are subject to the written consent (at its sole discretion) of RCI. RCI may impose additional requirements as a condition of agreeing to changes which requirements may (without limitation) include the payment of additional fees.



7. CANCELLATION OF YOUR BOOKING/RESERVATION BY RCI

7.1 We reserve the right (without refund or other liability) to cancel any booking/reservation which you have made through RCI (as agent for and on behalf of your Club) if:

- (1) any payment made by you (or on your behalf) to us or to your Club is rejected by your bank or credit card company or you fail to pay any required booking/reservation fee;
- (2) you have not paid any charges relating to your Club Membership or other sums due under the Club Rules by the due date for payment;
- (3) we are instructed to do so by your Club or are notified that you are in breach of Club Rules;
- (4) you fail to follow or comply with the Club Rules or with these Rules;
- (5) we are required to do so by the laws, rules or regulations of any local, state, national or federal governmental entity or by any judicial, public, regulatory or law enforcement authority or court;
- (6) our agreement with your Club is terminated;
- (7) you bring any claims against RCI in respect of the services provided, the Accommodation, your Club Membership or any relevant travel arrangements; or
- (8) we believe you to be a vexatious or serial complainant who threatens or uses physical violence and/or harasses, abuses or is verbally aggressive to our employees.

7.2 We accept no responsibility if booked/reserved Accommodation becomes unavailable due to any reason beyond our reasonable control, such as (but not limited to):- overbooking (other than by RCI); denial of access or other failure by the Affiliated Resort; natural disaster; fire; storm; extreme weather events; snow; flood; epidemic; volcanic activity; earthquake; act of God; civil unrest; war; strike; government action or terrorist activity.

7.3 Where such circumstances as outlined in Term 7.2 above occur before departure, RCI reserves the right to cancel a confirmed booking/reservation made through RCI as agent on behalf of your Club. In these circumstances, we will (on behalf of your Club) offer you an equivalent alternative booking/reservation. If no equivalent alternative booking/reservation is available, we will either hold any booking/reservation fee paid as a credit to your account on behalf of your Club against future fees or, at your request, refund the booking/reservation fee you paid

8. IF YOU HAVE A COMPLAINT

8.1 RCI does not own, manage, control or operate Affiliated Resorts and is not liable for their description, quality, 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 reasonably satisfactory result, the Club Member should contact the local RCI help desk as soon as possible by telephone or by email.

8.2 RCI accepts no liability to Club Members or their Guests for any costs and expenses incurred by them during their stay at the Affiliated Resort (including without limitation the costs of alternative accommodation) where such Club Members or their Guests have complained about Accommodation or the services provided at the Affiliated Resort unless prior authorisation has been obtained from RCI (as agent on behalf of your Club) from its UK office in Kettering, England or the nearest RCI local servicing office. Note: Please refer to Clause 10 below which outlines RCI's liability under these Rules.

8.3 In the unlikely event that the Affiliated Resort does not resolve the matter, please follow this up within 30 days of your return home by writing to our Customer Services, RCI Call Centre (Ireland) Limited, Loughmahon Technology Park, Skehard Road, Blackrock, Cork or by emailing customerservices@rci.com giving your Club Membership number and all other relevant information. We reserve the right to refuse to consider any complaints made where this simple procedure has not been followed.

9. DISPUTES.

The English Courts shall have jurisdiction to resolve any disputes that arise in connection with these Rules. For residents of Scotland or Northern Ireland, proceedings may also be brought in the Courts of Scotland or Northern Ireland, as applicable.

10. RCI's LIABILITY TO YOU

10.1 RCI acts as an agent of your Club to perform certain services and duties on your Club's behalf and (without limitation) is not liable for any act or omission of your Club or any of its employees. As RCI acts as an agent of your Club when taking your booking/reservation, the contract in respect of your booking/reservation is formed between you and your Club and therefore your Club is responsible for the provision of the Accommodation booked or reserved. Limits on your Club's liability may be set out in the Club Rules.

10.2 As RCI is not responsible for and does not own, operate, manage or control any Affiliated Resorts we cannot accept any liability for any act or omission on the part of any Affiliated Resort or of anyone employed by or representing an Affiliated Resort. Your use of Affiliated Resorts may be subject to additional terms and conditions imposed by the Affiliated Resort.

10.3 RCI is not liable for any damage, loss, or theft to personal property which occurs through your use of the Affiliated Resort(s).

10.4 RCI is not liable for any loss or damage that relates to any business activity

10.5 RCI accepts no liability for the acts and omissions of any third parties providing services to you, including without limitation in relation to any trip, activity or excursion which you arrange.

10.6 Please note that RCI is not responsible for statements made by any third parties, who are independent of and not agents of RCI. For the avoidance of doubt, RCI shall not be responsible for any statements made by your Club.

10.7 Without prejudice to the provisions of Clause 10.1 above, if we are found to be liable to a Club Member in relation to any service which we provide, our maximum liability is limited to 3 times the sum received by us for the booking/reservation in connection with which we are found to be at fault.

10.8 These limitations are also applicable to all associated companies, employees and agents of RCI.



10.9 We do not exclude or limit any liability for death or personal injury caused by the negligence of RCI (or RCI's employees whilst acting in the course of their employment) or for any criminal act committed by RCI or for any other liability which cannot be excluded or limited by law.

10.10 Your specific passport, visa, customs, health and immigration requirements are your responsibility and you should confirm these with the relevant embassies and/or consulates or with your own doctor. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa, customs, health or immigration requirements.

10.11 You must arrange your own travel plans. RCI does not provide any travel or transport services and we do not accept any liability for such services.

10.12 If you travel home early we cannot refund the cost of any unused Accommodation. Depending on the circumstances your travel insurance may offer cover for curtailment.

10.13 Although you may be on holiday life will be going on around you as normal. This may include noise and inconvenience from building or road works and traffic. Please note that services and facilities may also be affected by maintenance, bad weather and other similar factors, all of which are beyond our control. We recommend that you contact the local tourist office at your destination for the latest details.

10.14 RCI cannot be liable if it is prevented from carrying out any services or duties on behalf of your Club as a result of events beyond its control. These include, but are not limited to: strikes, natural disasters, terrorism, war, riot, malicious damage, compliance with law or with any governmental or judicial order, rule or regulation, accident, breakdown of equipment or systems, utility failure, fire, flood, snow, storm or extreme weather, volcanic events and any other circumstances affecting the supply of reservation and booking services.

11. COMMUNICATING WITH YOU/PRIVACY POLICY

11.1 By making a booking/reservation you will be deemed to have consented to RCI inputting your personal information, including records relating to your Club Membership and to your booking/reservation into our database which is maintained in accordance with UK data protection laws.

11.2 You must not give RCI personal information about someone else without first getting his or her consent for it to be used and disclosed to RCI in this way.

11.3 RCI may use your data in the following ways:-

- to enable us to manage your account on behalf of your Club;
- to arrange and facilitate bookings/reservations in accordance with these Rules and with the Club Rules;
- to liaise with your Club and validate details relating to your Club Membership and to your entitlements;
- to confirm, administer and answer queries in relation to your booking/reservation;
- to liaise with Affiliated Resorts in relation to your booking/reservation;
- [to enable us to provide you with or offer RCI products and services that we think may be of interest to you;]
- for statistical purposes when we evaluate our range of products;
- to personalise repeat visits to our website(s);
- to manage customer service queries.

11.4 In order to provide its services [and to provide you with information about the products and services we offer,] RCI may share your data with the following:-

- your Club
- other Members of the Wyndham group of companies and their service providers;
- Affiliated Resorts
- your Guests;
- credit/debit card companies;
- our recommended travel provider(s); and
- any other third parties who we may need to work with to fulfil bookings/reservations: for example, resorts, holiday parks, owners associations, resort trustees, car hire companies, resort management companies, airlines, ferry companies, cruise companies, safari organisers and other suppliers.
- any preferred service providers: organisations who have agreed to offer Club Members preferential rates and offers;

11.5 We may from time to time appoint other members of our group or third party service providers to help us manage efficient systems. Some of these systems may be located overseas. We will only transfer information to service providers who help us manage our systems where we are satisfied that adequate levels of protection to protect the integrity and security of the data being processed are in place.

11.6 We have a system of retention periods in place to ensure that your information is only stored whilst it is required for the relevant purposes or to meet legal requirements. Where your information is no longer required we will ensure that it is disposed of in a secure manner.

11.7 Cookies are text files placed on your computer to collect standard internet log information and visitor behaviour information. This information is used to track visitor use of the website(s) and to compile statistical reports on website activity. You can set your browser not to accept cookies but if you do this not all features of our website may function efficiently.

11.8 You acknowledge and consent that your personal data may be passed out of the EEA for the purpose of the provision of booking/reservation services.

11.9 You are entitled to receive a copy of the information that we hold about you in exchange for payment of the required fee. You can do this by contacting us at customerservices@rci.com. You may also ask us to correct or remove any information you this is inaccurate or if you have any queries.

11.10 This Privacy Policy only applies to RCI Europe. If you link to other websites(including that of your Club) you should read the privacy policy for the site/organisation concerned.

11.11 We may also record or monitor telephone calls to and from RCI, without further notification, for staff training and quality control purposes.



12. OTHER SERVICES

12.1 These Rules do not apply to any services not made available by RCI.

12.2 Without limitation, RCI does not provide flights, coach or train travel, car hire, insurance, ferries, cruises and tours. Such services may be purchased from independent third party suppliers and will be subject to the terms and conditions of the suppliers concerned.

12.3 RCI reserves the right to vary, withdraw or add to the services it provides (as agent on behalf of your Club) at any time, with or without notice, in accordance with any agreement entered into between your Club and RCI.

13. VARIATIONS

13.1 These Rules and RCI's procedures for carrying out bookings/reservations may be changed by RCI from time to time. Club Members will be notified of any such changes by publication on the Club's website(s) and such changes will be effective as soon as they are published.

13.2 Any fees and prices charged by RCI (whether on behalf of your Club or otherwise) are subject to regular review. Such price and fee changes will be published on the Club's website (or notified to Club Members by letter or e-mail) and will be effective once so published or notified.

13.3 RCI in its sole discretion may charge Club Members in their local currency and may further require payment in such local currency. Fees may vary from time to time due to the inclusion of any applicable government charges or taxes. From time to time and as determined by RCI in its sole discretion or by your Club, RCI may waive, reduce or discount fees or prices.

13.4 RCI may assign these Rules to any third party and any such assignment shall be binding on Club Members when notice of assignment is given to them. Notice may be given on your Club's website, on RCI's website, in other publications generally or by letter or e-mail.

14. SEVERANCE

14.1 If a court or other competent authority finds that any provision of these Rules (or any part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these Rules shall not be affected.

REGISTERED OFFICE

RCI Europe

Kettering Parkway, Kettering,

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Registered in England and Wales.

Registered No: 1148410