



Melfort Village  
A WORLD AWAY FROM YOUR OWN

## **HOW TO REGISTER YOUR WEEKS FOR SALE**

Please complete the Registration Contract overleaf giving all the details requested. If you have any difficulties, please do give us a call. Incorrect or incomplete forms could delay your registration which may delay a sale.

**Return the completed Contract to us with any documentation requested.** We would recommend Registered Post or Recorded Delivery for important documents such as your Holiday Certificate. We will acknowledge your Registration and receipt of any documents.

Your week will be priced according to your instructions but we will endeavour to give you useful guidance on an achievable sale price, using our experience in selling weeks at Melfort Village. If you change your mind about selling your week please notify us immediately by telephone and confirm in writing.

---

### **COMPLETION OF A SALE**

**On receiving a Reservation for your week, we will try to notify you by telephone or e-mail and will write to confirm the settlement terms. We will seek your prior approval for any discounts offered.**

**Settlement from the purchaser is required within 14 days of exchange of Contract. This period is considered to be the required withdrawal period of 14 days. We will send you payment for the sale price, less our commission (25% plus VAT), when funds are cleared by our Bank. Our Remittance advice will clearly state the sums involved.**

---

### **TERMS & CONDITIONS**

The Time-Share Owner named overleaf (the vendor) enters into a Contract with The Melfort Club (the agency) to offer the Timeshare Week(s) as specified in the Schedule overleaf for sale, subject to the following terms & conditions.

1. The vendor guarantees (i) that he is the sole owner of the Timeshare Week(s), (ii) that he is a joint owner and has provided herewith evidence of the approval of his joint owners to these instructions or (iii) that he is a duly authorised agent, executor or trustee for the owner and has provided evidence of such authority herewith.
2. The vendor guarantees that he has made full disclosure to the agency of any circumstances that may adversely affect title to or use of the Timeshare Weeks) and authorises the agency to make such enquiries as may be required to confirm the details provided. The agency may decline to accept the instructions to offer the Timeshare Week(s) for sale if it cannot be satisfied that these details are correct.
3. The agency will not accept instructions to sell the Timeshare Week(s) if they are the subject of a Suspension Order by the Club Committee.
4. The agency will advertise, market and otherwise endeavour to negotiate the sale of Timeshare Week(s) listed overleaf.
5. The vendor may continue to use the Timeshare Week(s) in all normal respects, including exchanges through RCI, but agrees not to Space bank, or otherwise commit the use of the Timeshare Week(s) more than 12 months in advance.
6. The vendor undertakes to notify the agency of any circumstances affecting the immediate use of the Timeshare Week(s).
7. The agency reserves the right to remove the Timeshare Week(s) from its Register for any reasonable cause and without any penalty.
8. The agency will indemnify the vendor in respect of any claims under the Sale of Goods Acts, the Trades Descriptions Acts or the Consumer Credit Acts or similar claims in connection with the marketing or sale of the Timeshare Week(s) except insofar as any such claims may result from actions, statements or non-disclosures by the vendor.
9. The vendor agrees to pay a Sales fee of 25% of the price achieved plus VAT, upon settlement of a sale of any Timeshare Week listed overleaf whether or not the transaction is conducted through the offices of the agency.
10. The agency may agree at its sole discretion to waive all or part of the Sales Fee where the transaction is conducted by a third party and where the agency has received prior written notification of such a transaction.
11. No liabilities nor responsibilities under this agreement shall be held against the management of The Melfort Club or the Club Committee.
12. Any dispute arising from this agreement will be determined under the Law of Scotland.

### **RE-SALE REGISTRATION CONTRACT**

*The Melfort Club, Melfort Village, Kilmelford, By Oban, Argyll, PA34 4XD, Scotland •*

*Telephone: 01852 200257 • Fax: 01852 20032 • Email: sales@melfortvillage.co.uk • Website: www.melfortvillage.co.uk*

**RE-SALE REGISTRATION CONTRACT**

PLEASE PRINT CLEARLY AND ANSWER ALL QUESTIONS CAREFULLY

Name (s): .....

Address: .....

..... Postcode: .....

Daytime Tel No: ..... Home Tel No: .....

Mobile Tel No: ..... E-mail: .....

\* delete as appropriate

HOLIDAY CERTIFICATE		Have you enclosed the 'Title'? (see Note 1)	If 'Title' is not enclosed, is it in your possession?	Is the 'Title' held in Joint Ownership? (see Note 2)	Is the 'Title' held as security for any Loan? (see Note 3)	SELLING PRICE
COTTAGE NAME	WEEK NO					
		YES/NO*	YES/NO*	YES/NO*	YES/NO*	
		YES/NO*	YES/NO*	YES/NO*	YES/NO*	
		YES/NO*	YES/NO*	YES/NO*	YES/NO*	

RCI MEMBER? YES/NO\* I.D. No: ..... Expiry Date: .....(RCI will refund any full year's subscriptions)

ARE ALL MAINTENANCE & OTHER CHARGES DUE TO THE CLUB PAID UP TO DATE? YES/NO\* (see Note 4)

**NOTES**

- Note 1 The 'Title' is the Holiday Certificate.
- Note 2 Please give Name and Address of Joint Owners who should also sign the Declaration.
- Note 3 Please give name and Address of Lender together with the Account Number or Reference.
- Note 4 Instructions cannot be accepted unless all such charges have been paid in full. A sale cannot be conducted whilst there is an outstanding balance on the vendors account.
- Note 5 If this form is completed and signed by any person other than the registered Certificate Holder (ie. executor, trustee etc) an acceptable letter of authority to do so should accompany these instructions.

**DECLARATION**

*I/We [The Vendor(s)] hereby guarantee that the information contained herein is correct and authorise you [the Agency] to make any such enquiries as you may see fit prior to placing the Timeshare Week(s) as specified herein on the market. I/We declare that there are no outstanding matters that may affect the Title to or use of the Timeshare Week(s). I/We authorise you to settle any outstanding loans for which 'Title' to the Timeshare Week(s) may be held as security from the proceeds of the sale. I/We authorise you to deduct your Sales Fee as stated in the Terms and Conditions from the proceeds of sale. I/We undertake to advise you immediately should a sale be effected through any other agency. I/we have read, understood and agree to the Terms and Conditions overleaf.*

SIGNED: ..... DATE: ..... SIGNED: ..... DATE: .....  
(Owner) (Joint Owner)

SIGNED: ..... on behalf of The Melfort Club DATE: .....

**RE-SALE REGISTRATION CONTRACT**

**THE CONSUMER’S RIGHT TO WITHDRAW FROM THIS CONTRACT**

The consumer has the right to withdraw from this contract within 14 days of the date of signature without giving any reason.

The right of withdrawal starts from ..... (*insert date*)

Where the consumer has not received this form, the withdrawal period starts when the consumer has received this form, but expires in any case after one year and 14 days.

Where the consumer has not received all of the required information (contained within our Key Information Pack), the withdrawal period starts when the consumer has received that information, but expires in any case after three months and 14 days.

To exercise the right of withdrawal, the consumer shall notify The Melfort Club using the name and address indicated below, by using a durable medium (eg written letter sent by post, e-mail). The consumer may use this form, but it is not obligatory.

Where the consumer exercises the right of withdrawal, the consumer shall not be liable for any costs.

In addition to the right of withdrawal, national contract law rules may provide for consumer rights, eg to terminate the contract in case of omission of information.

**Ban on advance payment**

During the withdrawal period any advance payment by the consumer is prohibited. The prohibition concerns any consideration, including payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt, etc.

It includes not only payment to the trader, but also to third parties.

**RE-SALE REGISTRATION CONTRACT**

**Notice of Withdrawal**

To: The Melfort Club, Melfort Village, Kilmelford, OBAN, Argyll, PA34 4XD

I/We \*\* hereby give notice that I/We\*\* withdraw from Contract No .....

Date of conclusion of Contract (\*) .....

Name(s) of consumer(s)\*\*\*: .....

Address(es) of consumer \*\*\*: .....

.....

.....Postcode .....

Signature(s) of customer(s)\*\*\*: .....

*(only if this form is notified on paper)*

Date\*\*\*: .....

- \* To be filled in by the trader before providing the form to the consumer
- \*\* Delete as appropriate
- \*\*\* To be filled in by the consumer(s) where this form is used to withdraw from the contract.

Acknowledgement of receipt of information:

Signature of consumer(s): .....

**RE-SALE REGISTRATION CONTRACT**