



**Melfort Village**  
A WORLD AWAY FROM YOUR OWN

## **RESALES REGISTRATION - KEY INFORMATION** **PART 1**

### **Identity, place of residence and legal status of the trader(s) which will be party to the contract:**

The Melfort Club is an unincorporated association formed in 1983 and operating from Melfort Village, Kilmelford, By Oban, Argyll, PA34 4XD. Melfort Village is the trading name of The Melfort Club. The Melfort Club offers its services as a Sales Agent to facilitate the sales and transfers of members' weeks.

### **Short Description of the services**

The services offered are the advertising, marketing and administering of the vendor's timeshare week.

### **Duration of the Contract**

The Contract exists until such time as the vendor's week is sold or until the vendor withdraws from the Contract. However, if, at any time, the vendor changes his/her mind about selling their week, they should notify The Melfort Club immediately by telephone and confirm in writing.

### **Price to be paid by the consumer for acquiring the services**

There is no charge for registering a week for sale. The Melfort Club charge a commission of 25% of the sale price, plus VAT on the commission.

### **Outline of additional obligatory costs imposed under the contract; type of costs and indication of amounts**

There are no additional obligatory costs.

### **Has the trader signed a code/codes of conduct and, if yes, where can it/they be found?**

The Melfort Club is not currently signed up to a code of conduct. The Melfort Club Committee is a member of TATOC (The Association of Time-share Owners Committees) and The Melfort Club is a TATOC accredited resort.

PART 2

**GENERAL INFORMATION:**

1. The consumer has the right to withdraw from this contract without giving any reason within 14 days from the conclusion of the contract or receipt of the contract if that takes place later.
2. Any advance payment by the consumer is prohibited until the actual sale has taken place or resale contract is otherwise terminated. 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.
3. The consumer shall not bear any costs or obligations other than those specified in the contract.
4. In accordance with international private law, the contract may be governed by a law other than the law of the Member State in which the consumer is resident or is habitually domiciled and possible disputes may be referred to courts other than those of the Member State in which the consumer is resident or is habitually domiciled.

Signature of the consumer: .....



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## **PART 3**

### **How do I sell my Timeshare Week?**

The Melfort Club operates a Resales Agency to assist members who wish to sell or transfer their timeshare, for which there is a commission charge of 25% plus VAT. It can take some time to sell your week. Members are not obliged to use The Melfort Club as an agent. Members may sell or transfer privately or make use of the services of another resales company.

Further information can be obtained from our Constitution and the Weeks Calendar.

### **How do I register my Time-share week for sale?**

If, after reading through this information, you would like to register your week for sale, then please ask at Reception for a Sales Registration Contract or phone us on 01852 200257 and we will send this to you.

All that is required is for you to complete and sign the Contract and return to The Melfort Club 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.

### **How do I terminate my Resales Registration Contract?**

You have the right to withdraw from your contract without giving any reason within 14 days from the signing of the contract. However, if, at any time, you change your mind about selling your week please notify us immediately by telephone and confirm in writing. If you do not notify us before Contracts have been exchanged on the sale of your week and the 14 day cooling off period has expired, then the ownership of the week will be considered to be in the name of the new purchasers. You will be liable to repay any costs involved in retrieving the week on your behalf and any loss of commission earned by The Melfort Club.

### **What does the commission pay for?**

Commission covers the costs of marketing, advertising and administering the weeks for sale.

### **Maintenance Fees**

You must continue to pay your maintenance fees whilst your week is registered for sale. Under the terms of our Constitution, you are a member of The Melfort Club until such time as you sell or transfer your ownership.

### **Who sets the sale price for my week?**

This price is set by you as the owner of the week, for whom The Melfort Club is acting as Agent. We will endeavour to give you useful guidance on an achievable sale price, using our experience in selling weeks at Melfort Village.

### **RESALES REGISTRATION - KEY INFORMATION**

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**Can I exchange my week when it is for sale?**

You may continue to make use of the exchange systems offered by RCI and Dial-an-exchange whilst your week is for sale. You must inform The Melfort Club as soon as you have banked your week. You should also be aware that prospective purchasers may be discouraged if they are unable to use their new purchase in the year in which they make their purchase – this may result in you losing the sale in favour of another available week.

**Can I rent out my week when it is for sale?**

You may place your week on our rental inventory whilst your week is for sale. You should also be aware that prospective purchasers may be discouraged if they are unable to use their new purchase in the year in which they make their purchase – this may result in you losing the sale in favour of another available week.

**I live in, or am a national of, a non-English speaking EEA State**

Under Timeshare consumer law, all documentation must be provided in the language or one of the languages, of the EEA state in which you are resident or in which you are a national. If there are two or more languages, then the law says that you must be given the opportunity to nominate one of them. If you nominate a language then the information must be provided in that language. If you do not nominate a language, then the information may be provided in any one of the relevant languages.

**Out of Court Dispute Resolution**

Please refer to The Melfort Club Constitution, Clause 22.

Acknowledgement of receipt of information:

Signature of the consumer: .....

Date: .....

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(Melfort Village™ is the trading name of The Melfort Club™)*