

### **Worldwide Timeshare Hypermarket Ltd**

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Mr Vendor 22 Acacia Avenue Maidenhead Berkshire SL6 12EP

15 June 2020

Progress No. WWTEXAMPLE

Dear Mr Vendor

Congratulations on the sale of your timeshare. Once again, World-wide Timeshare Hypermarket has been successful in matching Seller with Buyer.

The Purchaser has been sent a Purchase Agreement and has been informed that we must be in possession of a cheque for the full amount within 14 days. Once we have contacted you to confirm the above, assuming that all the details supplied are correct, there is no possibility that the sale will not complete.

To assist us in the speedy progress of your transaction, may we request that you observe the following guidelines:-

### COMPLETE THE REVERSE OF YOUR MEMBERSHIP CERTIFICATE

The Certificate/s need/s to be signed by the owner/s as stated on the document; where indicated as either: Seller, Vendor or Transferor/s.

COMPLETE THE NEW WARRANTY (ENCLOSED) to ensure that the circumstances relating to

**RETURN BOTH THE CERTIFICATE AND THE VENDOR WARRANTY** at your earliest convenience, using the freepost envelope provided. Should your ownership certificate not provide a section for signatures, please return whatever documentation has been issued to you by your resort.

## PLEASE ALLOW AT LEAST 90 DAYS TO RECEIVE YOUR CHEQUE FROM THE TRUSTEES

Once the new certificate is received, we will instruct our Trustees to issue a cheque to you for the agreed amount. There will be no deductions for commissions or any other cost.

Should you need to contact us in the meantime, call 0871 781 6869, quoting your progress number.

Yours sincerely,

Contracts Department





# Contract of Sale Dated: VENDOR'S WARRANTIES

Our Ref: WWTEXAMPLE **VNEXAMPLE** Resort Name: Example Resort Your Ref: Unit No: 1110 Week No: 26 Unit Size: Studio Checkin Day: Monday I / We being the Vendor(s) warrant(s) as follows: That I / We am / are the legal and beneficial owner(s) of the timeshare week(s) and am / are entitled to enter into arrangement for the sale of the above mentioned timeshare week(s) that: (please initial) 1.2 the week(s) is/are paid in full and the week (s) is/are free of encumbrances (debts). Yes.....No..... the week(s) to be sold is/are available for occupation for the Yes.....No..... 1.3 this year new owner in 2013. We understand we will have no further rights to use the week(s) from 2013 and subsequent years 1.4 the week(s) to be sold are committed (banked to an this year Yes.....No..... exchange organisation next year Yes.....No..... the week(s) has/have been let Yes.....No..... 1.5 this year next year Yes.....No..... 1.6 the management charges/maintenance fees last year Yes.....No..... have been paid in full this year Yes.....No..... next year Yes.....No..... 1.7 the unit/week sold is an "annual membership" Yes.....No..... the unit/week sold is a bi-annual membership" ODD EVEN (please quote) 1.8 Expiry date of Club 1.9 Location within the resort Floor level View Sea/Pool Other I / We the Vendor(s) by the signature(s) below also acknowledge that: We understand that payment of £Example will be made to ourselves approximately 90 days from the date the sale commenced. However, We understand that the time taken to complete the transfer will vary from resort to resort and trustee to trustee depending on transfer procedures and requirements. I/we the undersigned do authorise Worldwide Timeshare Hypermarket to confirm details of my/our 2.1 holiday ownership at Example Resort. 2.2 Once the sale by Worldwide Timeshare Hypermarket completes, Worldwide Timeshare Hypermarket will send me/us a cheque for the agreed fixed price (shown in 2.0) this includes the deduction of the agreed transfer fees for the week(s) sold unless otherwise specified with the sales representative. I/ we accept that I/we will have no entitlement to any part of the sale price achieved by Worldwide Timeshare Hypermarket. Provided I/we have received the agreed fixed price, Worldwide Timeshare Hypermarket shall retain the entirety of the sale price achieved by Worldwide Timeshare Hypermarket and therefore will be responsible for all marketing and sales costs in connection with that sale. I/we further agree that should any subsequent offers be made by a third party, I/we will be unable to accept or enter into any other contract of sale. By my/our signature/s below, I/we agree to accept the above offer in 2.0 and understand that I/we will be bound by this agreement of sale and cannot withdraw or cancel the Contract of Sale from the date of the signature. I/We agree to sign and return all required documentation to complete the full transfer of ownership process. Once this document has been signed should I/We withdraw/ cancel or not fulfill the requirements to complete the transfer of ownership under this agreement then I/We understand Worldwide Timeshare Hypermarket may commence with legal proceedings which may result in I/We the Seller being liable for the Court / Solicitor costs. Signed by the Vendor(s) Dated: Dated:



#### TERMS AND CONDITIONS

- This agreement is made on the date specified overleaf by and between The Worldwide Timeshare Hypermarket Limited (The Company) of the first part and the seller (as named overleaf) of the second part.
- The Company is hereby authorised to enter into all agreements and documents as the Sellers agent that are necessary to complete the sale of the Timeshare.
- The Seller warrants that all and any outstanding management fees are or shall be paid in full before completion of the sale and accept that the monies received will include compensation for such fees paid. However, The Company reserve the right, should resort checks indicate that said fees are outstanding, to pay said fees on the Sellers behalf and to deduct this from amount due.
- The transfer cost of the Ownership certificate(s) shall be borne by the seller and will have already been taken into consideration in the payment due overleaf. However, The Company reserve the right, should the resort increase the transfer fee, to deduct the additional cost from monies due, subject to notification.
- We understand that the payment due will be paid on completion of the transfer, which under normal circumstances is approximately 90 days from commencement of sale.
- Should The Company discover any undisclosed debts, liens or encumbrances on the Timeshare, then all such items shall be cleared through Solicitors/Trustees without prior notification to the Seller and the amount payable to the Seller as agreed overleaf shall be reduced accordingly.
- 7 The Seller agrees to complete all relevant and necessary documentation as stipulated by their home resort to affect the transfer promptly.
- The Seller agrees not to bank, exchange or make any reservations against his/her week(s) from the date overleaf unless otherwise agreed by the Company in writing.
- 9 Upon receipt of final payment the Seller agrees to notify any exchange company that he/she may be enrolled with that the week(s) that have been sold need deleting from their system.
- The Seller agrees that all the information overleaf is correct and has not knowingly made any statement of fact, which is or can be found to be incorrect.
- The Vendor hereby acknowledges that; should there be any monies due to the Company and not paid within a resonable time of the initial request then the company reserves the right to arrange for the fees to be collected through a Debt Collection Agency, which will result in the Vendor being liable for the Debt Collection Agencies costs.
- 12 The laws of England and Wales shall govern this agreement.
- The above terms and conditions may not be altered or amended in any way without prior written consent of the Company or it's Trustee.
- Words imparting one gender include any other gender and words imparting the singular include the plural and vice versa.