

DREL - ANNUAL MANAGEMENT CHARGE PAYMENT PLAN

This is a payment plan agreement to allow you to pay your annual management charge to us in monthly payments. This agreement is made up of two parts. Part 1 sets out the details of your payment plan and Part 2 sets out the terms and conditions which apply to it. Please ensure you have read this agreement carefully.

This agreement became binding on you when you agreed to it on our phone call or when you accepted it on our website. You can however choose to end the payment plan at any time. Please read condition 6.4 for more information on how to do this. If you do end the payment plan then you will need to pay the remaining amount of your management charge as soon as possible and within 30 calendar days.

If you have any questions or would like something explaining in relation to this agreement, you are welcome to contact us using the contact details provided at condition 12.

PART 1 – YOUR PAYMENT PLAN DETAILS

(A) YOUR DETAILS	
Your name	[CUSTOMER NAME]
Your address	[CUSTOMER ADDRESS]
(B) PAYMENT PLAN DETAILS	
Date of payment plan	[]
Description of the services:	Your payment plan is used to pay for your annual management charge. The payment plan cannot be used to pay for anything else.
Cash price of services:	£[]
Deposit:	£[] payable on the date you enter into this agreement.
Total amount payable to us:	£[] This is the total amount of all your monthly payments plus your deposit.
Length of the payment plan	[10] months from the date of your first payment
Amount of your monthly payment	You must make one payment of £[] each month for [9] months, your final payment will be slightly more or slightly less than your usual monthly payment due to rounding.
Dates your monthly payments are due	The first monthly payment will be taken on []. Each monthly payment thereafter will be taken on or around the [7 th] [21 st] of each month..
Payment plan reference number:	[]

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PART 2 – TERMS AND CONDITIONS

1 PARTIES TO THIS AGREEMENT

1.1 This agreement is made between:

1.1.1 Diamond Resorts (Europe) Limited (company number 02353649) of Citrus House, Caton Road, Lancaster, Lancashire, LA1 3UA (“**we**”, “**us**” and “**our**”); and

1.1.2 the individual(s) listed under Part 1(A) of this agreement (“**you**”).

2 HOW TO READ THIS AGREEMENT

2.1 We have used headings in this agreement for your convenience however they do not affect the interpretation of this agreement.

2.2 Any reference to a “*day*” means a calendar day unless we say otherwise.

2.3 Any reference to a “*person*” includes an individual or an entity.

2.4 Where we refer to any law, this includes any changes to that law, or any law which replaces it.

3 MAKING YOUR MONTHLY PAYMENTS

3.1 You must make monthly payments on the payment dates as set out in Part 1(B) of this agreement.

3.2 You must make your monthly payments to us by direct debit.

3.3 When you make a payment to us, we will use that to repay the amount you owe us under this agreement in the following order:

3.3.1 firstly, to any monthly payments which are due but not yet paid; and

3.3.2 secondly, to the current monthly payment which is due.

3.4 If there is any amount you owe to us that is outstanding after you have made a payment to us, we will contact you to agree how you can repay it.

4 INTEREST AND CHARGES

4.1 No interest or charges are payable to us on the amount you owe to us under this agreement as long as you make your monthly payments in full and on time.

5 LENGTH OF YOUR AGREEMENT

5.1 The length of this agreement is set out in Part 1B of this agreement.

6 ENDING YOUR AGREEMENT

6.1 This agreement will end automatically once you have repaid the amount of your management charge and any costs you have incurred under condition 7 in full.

6.2 We may choose to end this agreement if:

6.2.1 you break this agreement regularly or seriously;

6.2.2 you provided false or misleading information which we relied upon in agreeing to this agreement;

6.2.3 you (or in the case of joint parties, one of you) die;

6.2.4 you (or in the case of joint parties, one of you) is declared bankrupt or have similar proceedings taken against you; and

6.2.5 we suspect any fraud or other criminal activity in connection with this agreement.

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If we end this agreement for any of these reasons, you must repay to us the remaining amount of your management charge and any costs you have incurred under condition 7 in full within 14 days of this agreement ending.

6.3 We will always act in a reasonable manner when we seek to end this agreement under condition 6.2.

6.4 You can choose to end this agreement early at any time without giving us a reason. If you choose to do this, you will need to immediately repay to us the remaining amount of your management charge and any costs you have incurred under condition 7 in full.

6.5 If you want to end this agreement early, you must contact us using the contact details set out in condition 12. You must pay the remaining amount of your management charge and any costs you have incurred under condition 7 by either debit card, credit card or bank transfer as soon as possible and within 30 days.

7 OUR COSTS

7.1 If you do not make your monthly payment on time, you will need to pay us the following:

7.1.1 £12.00 where your direct debit is unpaid; and

7.1.2 £12.00 for each month you are behind on payments.

7.2 No interest is payable on these costs.

8 CONSEQUENCES OF NOT MAKING YOUR MONTHLY PAYMENTS

8.1 If you do not make your monthly payments under this agreement when they become due and payable, or you regularly or seriously break this agreement:

8.1.1 your right to use the related timeshare will be suspended until all payments due and payable have been made by you or the breach is remedied;

8.1.2 we may charge you the reasonable costs that we incur in trying to recover payments from you; and

8.1.3 we may demand the full and immediate payment of the remaining amount of your management charge, and if full payment is not made, legal proceedings may be taken which may result in a court judgement against you. This may affect your ability to obtain credit in the future.

9 OVERPAYMENTS

9.1 If you would like to make a payment which is more than your monthly payment, please contact us using the contact details provided at condition 12.

10 JOINT PARTIES

10.1 If more than one individual is named under Part 1(A) of this agreement then its terms and conditions will apply to everyone who is named. This means each named individual is individually responsible for the remaining amount of the management charge.

11 CONTACTING YOU

11.1 If we need to contact you, for example if we need to send you letters or other important information about your payment plan, we will:

11.1.1 write to you at the postal address we have on record for you;

11.1.2 email you using the email address we have on record for you;

11.1.3 call you using the telephone number we have on record for you; or

11.1.4 text you using the telephone number we have on record for you.

11.2 If we need to send you any legal notice under this agreement, we will:

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11.2.1 write to you at the postal address we have on record for you; or

11.2.2 email you using the email address we have on record for you.

11.3 Where we use post to contact you, we will treat the information as being delivered to you four (4) working days after we have sent it. If, for whatever reason, we contact you by email or text message, we will treat the information as being delivered to you one (1) day after we have sent it.

12 CONTACTING US

12.1 If you need to contact us about this agreement, you can:

12.1.1 write to us Portfolio Services, Citrus House, Caton Road, Lancaster, Lancashire, England LA1 3UA;
or

12.1.2 email us at directdebitowneroperations@hgv.com.

12.2 If you are contacting us in relation to legal proceedings, we ask you to write to us at Legal Department, Citrus House, Caton Road, Lancaster, Lancashire, England LA1 3UA.

12.3 If you wish to contact us about anything else, you can write to us at Customer Services Department, Citrus House, Caton Road, Lancaster, Lancashire, England LA1 3UA.

13 GENERAL CONDITIONS

13.1 If you change your name, contact details or your address, you must inform us of this change by using the contact details provided at condition 12.

13.2 If a part of this agreement is found to be unfair or unenforceable, all remaining parts of the agreement will continue to be valid.

13.3 If we agree to not enforce our rights under this agreement, this does not prevent us from later choosing to enforcing any of or all our rights under the agreement.

13.4 A person who is not a party to this agreement will not have any right to enforce any of the terms and conditions of the agreement under the Contracts (Right of Third Parties) Act 1999.

13.5 We are permitted to transfer or assign all or part of our rights and obligations under this agreement to another party without your permission. If we do this, we will notify you of our intention to do so in advance. Any transfer or assignment (either in part or in full) of our rights and obligations does not affect your rights and obligations under this agreement.

13.6 You are not permitted to transfer or assign all or part of your rights and obligations under this agreement to another party.

13.7 This agreement is not regulated by the Consumer Credit Act 1974. This means that you will not benefit from the rights that you would be entitled to if the agreement was a regulated credit agreement.

13.8 We will communicate with you in English.

13.9 This agreement is between you and us. It, and our relationship with you, is governed by the laws of England and Wales. Any disputes arising out of this agreement will be dealt with by the courts of the country where you live at the date you agree to this agreement.

14 CHANGING THIS AGREEMENT

14.1 We can change the terms and conditions of this agreement at any time in the following circumstances:

14.1.1 if it would be in your benefit for us to make a change;

14.1.2 there are changes to law, regulations or codes of practice which require us to make a change;

14.1.3 we are required or directed by a court, ombudsman, regulator or other similar body to make a change;

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14.1.4 our systems or technologies change which mean we have to make a change; or

14.1.5 if we need to correct a material error.

14.2 We will always act in a reasonable manner when we make a change to the agreement under condition 14.1.

14.3 If we decide to make a change to the agreement we will contact you either:

14.3.1 seven (7) days in advance of the change where the change is to your benefit; or

14.3.2 thirty (30) days in advance of all other changes.

15 PRIVACY POLICY

15.1 We may collect and use the following personal information about you:

15.1.1 information that you give to us or that we get from others such as credit reference agencies and fraud prevention agencies (who may search the electoral register) and other organisations;

15.1.2 and information that we learn from the way you use and manage your payment plan.

15.2 You can request a copy of the information we hold about you by writing to us. You also have the right to ask us to rectify any inaccurate information we hold about you.

15.3 We will keep information about your payment plan on record for six years from the date of your final monthly payment and will take all reasonable steps to ensure that information about you is kept up to date and accurate. We may retain other information about you which we hold for other purposes. We have implemented security measures to prevent the unauthorised use of your personal data.

15.4 We may give information about you and how you manage your payment plan to:

15.4.1 other companies within our group and our parent organisation group Hilton Grand Vacations Inc.;

15.4.2 relevant servicers who provide services to us or act as our agents;

15.4.3 anyone we transfer or may transfer our rights and duties under this agreement to; and

15.4.4 anyone else if we have a duty to do so or if the law allows us to do so.

15.5 These parties will only use your personal information in ways that we are permitted to. When they are located in countries in which less protection is given to your personal information than in the UK, we will ensure that the relevant parties agree to protect your information as we must.

15.6 We will use the information we hold about you as follows:

15.6.1 to manage your payment plan and provide the services to you;

15.6.2 for assessment and analysis purposes;

15.6.3 to help us develop and improve our services and protect our interests;

15.7 Additionally, we may use your information and share it with credit reference and fraud prevention agencies as follows:

15.7.1 to help us (and others) to make decisions when you apply for and after you have received a credit product, make enquiries, check your details, check your credit history, confirm your identity or to help us manage your payment plan;

15.7.2 to share information about you and how you manage your payment plan; and

15.7.3 for crime prevention.

15.8 The information credit reference agencies keep may be linked to records relating to one or more of your partners where a financial association has been created, and such agencies may refer to any associated records when assessing any enquiry we may make.

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16 COMPLAINTS

- 16.1 If you are unhappy with anything in relation to this agreement, you should contact us in the first instance by:
- 16.1.1 telephoning us on 0345 359 0010;
 - 16.1.2 emailing us at assistanceeurope@hgv.com; or
 - 16.1.3 writing to us at Customer Services Department, Citrus House, Caton Road, Lancaster, Lancashire, England LA1 3UA.

You have told us you agree to this agreement by contacting us by telephone or by accepting it on our website. By agreeing to this agreement you confirmed:

- you will repay us according to the terms and conditions set out above;
- all information you have provided in connection with your payment plan application is true and accurate; and
- you have read and understood our privacy policy which you can find by visiting <https://www.hiltongrandvacations.com/en/privacy-notice>.

This agreement is not regulated by the Consumer Credit Act 1974. You should agree to it only if you want to be legally bound by its terms.