

Terms and Conditions

Owners of timeshare inventory at Hilton Grand Vacations UK Ltd (HGV UK) managed resorts who elect to appoint HGV UK as their agent for resale agree to the contract arrangements noted below:

Owners Obligations:

1. To ensure that the annual maintenance fees, payable to the respective Home Owners Association (Club), are in good standing at the date of signing the HGV UK Resale Agency Agreement and throughout the period until a sale is achieved.
2. To submit the relevant Holiday Certificate/s confirming ownership rights to HGV UK along with the signed Resale Authorisation Form. If the owner is not in possession of their certificate, then an indemnity form must be registered with HGV UK.
3. As the owner is able to sell their rights privately while registered with HGV UK, they must advise HGV UK of any change in the ownership rights. If this undermines a sales transaction that has been negotiated by HGV UK, then the HGV UK transaction will take priority.
4. During the period that HGV UK is seeking a sale, the owner continues to have full access to their ownership rights and therefore must keep HGV UK advised of their annual usage intentions i.e. occupy, rent or exchange.
5. HGV UK will advise individual owners of the intended listing price for their ownership rights for the interval owned, based on their knowledge of market demands. Should a pricing disagreement between HGV UK and an owner arise, HGV UK reserves the right to refuse the listing.
6. To assume responsibility for all personal UK tax obligations that may arise from any profits earned from any achieved sale.

HGV UK Obligations:

1. To act as agent for and on behalf of any owner of an interval in a resort managed by HGV UK to sell their timeshare ownership rights.
2. To place all intervals on their managed resale programme.
3. To agree the pricing of all intervals in a fair and consistent manner, based on realistic market values, noting that variances in pricing are natural and subject to market conditions.
4. To review the pricing for individual intervals and advise each owner of any adverse variances.
5. To achieve best market value for each interval.
6. To actively market all intervals.
7. To assume responsibility for all UK tax obligations that may arise from the agency transaction.
8. To conduct all transactions in accordance with the prevailing UK timeshare legislation.

Sale Conflict Resolutions:

On rare occasions sales are deliverable but are frustrated by the usage of the interval as identified in point 4 above of the owner's obligations i.e. owner occupancy, rental or exchange banking. In these circumstances, HGV UK should be free to negotiate the best resolution for the purchaser and seller. To do so they will refer to the following:

1. In the case where the property has been rented, all efforts will be made to switch the inbound rental to another property. Should this not be possible then the processes outlined in points 2 – 4 below will be followed.
2. In the case of owner occupation or exchange banking, if available, an interval of similar size and in the same period will be rented on behalf of the new owner and the rental sum deducted from the sale proceeds payable to the outgoing owner.
3. If point 2 is not possible and the desired occupancy year is not available, then in order to secure the sale, HGV UK will offer a deduction from the sale price equivalent to the maintenance fee for the occupancy year. HGV UK will be authorised to improve the offer to the maximum level equivalent to an achievable rental.
4. Should none of the above rectify the issue, then HGV UK will seek to satisfy the purchaser by selling another interval for the same period from their listings, if available.

Terms and Conditions are subject to change without prior notice.