

## Time Share Ownership

Please find below the details relating to our ownership of time share property at [REDACTED] resort.

In July 2003, whilst on holiday in Amadores, our family was offered a free trip to [REDACTED] Resort for the day. We arrived around 9.30 am and were allocated Kelly, an [REDACTED] guide who showed us around the whole resort. Having spent the morning around the resort, we were asked if we were interested in the Resort, and were introduced to additional reps who went into detail regarding the 'benefits' of purchasing in [REDACTED] as opposed to any other timeshare.

During this discussion we were told the following:

- [REDACTED] was a 5 Star exclusive resort and purchasing in [REDACTED] was a sound investment.
- Buying a property in [REDACTED] was buying a real piece of real estate with a specific numbered apartment allocated to us for the one/two weeks we might purchase.
- We were told that our [REDACTED] property would increase in value as with normal property purchases.
- We would at least get our money back if we ever wanted to sell and that [REDACTED] would definitely buy our property back for at least original purchase value.
- We would be buying a property that we could leave to our children, and then grandchildren as it would be inherited, as a normal property is.
- We were also told the benefits of the 'points system' – which would mean if we were to purchase additional properties or upgraded in the future we would be eligible to join the [REDACTED] and [REDACTED] Points System.
- We discussed the benefits of the points system and that although [REDACTED] was not in the [REDACTED] timeshare scheme, [REDACTED] owners could use their points within [REDACTED] and also had free membership to ICE Gallery cruises.
- We were told that only [REDACTED] properties were available as all other properties ([REDACTED], [REDACTED] & [REDACTED]) were all sold out and we needed to be quick as they only had a limited amount of properties left as [REDACTED] was planning a new resort along the coast, which would possibly have real estate with options to purchase.
- Finally – we were told that the yearly maintenance fees were very reasonable and any increase over the years would be minimal.

We were very impressed with the whole resort, the exclusivity of the resort and the quality of the apartments, and were obviously very interested. We decided to purchase a 1 bed Floating week in [REDACTED] for a total price of £14119.20 and were told that we had to pay an immediate deposit on the day of £3425.13 and then pay the balance by monthly instalments over 5 years (60 months). We paid the deposit on the 21<sup>st</sup> July 2003, with our credit card.

During the discussions we asked if it were possible to return for our first holiday the following month, which they offered to organise.

In August 2003, having stayed in a 1 Bed in [REDACTED], we decided that a 1 Bed was limiting with the extended family that we have, and in discussion with the 'In House rep, Jackie' allocated to us for the week we decided to upgrade our purchase to a 2 Bed Deluxe in [REDACTED] and were told this would make us eligible for ' [REDACTED] Points System. Again we were told that ONLY [REDACTED] properties were available as no 2 beds were available in [REDACTED]. This obviously meant investing far more money on our upgrade than we would have liked, but felt it needed to be done to ensure we gained best use from our purchase.

We were told that the upgrade to a 2 Bed would cost a total of £21597, but that we had to pay an additional immediate deposit of £1034.10 and using part of the deposit on the purchase made in July as the remainder of the deposit with the balance of payment to be made by 26<sup>th</sup> September 2003. This purchase superseded the purchase made in July and instead of paying in monthly instalments we decided to pay the full amount off in September. Again we paid the another deposit immediately, on the 28<sup>th</sup> August 2003 on our credit card. In addition to this we talked through the options that the points system would give us.

Having returned home, we waited for information on our points membership to arrive, but having emailed the Customer Services email address on several times asking about the points, but gaining no reply, we decided to raise this issue on our next visit, and find out exactly what our options were with the points, now that we had upgraded and joined the point system.

However, on our next visit to [REDACTED], in June 2004, we asked the ' In house rep – Lisa' about our points membership, she told us that we were in fact not eligible for joining the points system. We were extremely disappointed and shocked at this and after a long discussion with some other sales staff -we were told that customers were only eligible for the points system if you bought 2 weeks, the fact that we had upgraded from a 1 Bed to a 2 Bed did not qualify us for the point system. We were very angry at this and after several discussions and threats to sue for a full refund, the Sales team finally agreed that if we bought a small additional property we could qualify for the points system. We therefore purchased an additional 1 bed apartment, on the 28<sup>th</sup> June 2004 for £12,328.00. A deposit was again taken on the day, from our credit card, on this occasion for £1904.95 with the balance of the total payment being made in early September 2004 and we became eligible for 21400 points per year.

We continued to visit [REDACTED] on several occasions over the following years, using our points, and every time we were there, we were pestered to upgrade to [REDACTED] or to purchase more points. This became the only down side to our trips to [REDACTED], and particularly on one occasion, having been allocated a rep, called Alex, a rather aggressive Glaswegian – we had to change our route to our room to avoid the sales office, as he made our week's holiday a complete

nightmare, pestering us at every opportunity, in bars, cafés etc to increase our points and therefore give him a sale.

In 2006, being allocated yet another in house rep, Irene, we were introduced to Tony, in charge of Tauro sales and Lorraine his partner, and an [REDACTED] In house manager, and together they gave us a very hard sell on upgrading to [REDACTED]. In addition to this, they offered an 'Option Letter' which would entitle us to purchase the real estate that was being planned for [REDACTED]. At that time, there was no discussion as to the value of the real estate, but we were told that our investment would double. Irene, who already owned in the early stages in [REDACTED] quoted the profit that they had already made on their apartment. By the end of our stay we had agreed to purchase in [REDACTED], but were not happy with the figures they had quoted us, as to how much we had already invested in [REDACTED]. On returning home, we sent several emails asking for clarification on the discrepancies between [REDACTED]'s record of our payments, and our own. As they failed to satisfy our queries, we cancelled the purchase.

In April 2007, having had several visits, on previous holidays to the new [REDACTED] we discussed in detail with two reps, Brian and Christina what the benefits would be of upgrading to a 'golf' resort, when not only did neither of us play golf, but neither do any of our close friends, so golf has no interest to us, and also we did not like the layout of [REDACTED] as much as the established Resorts within [REDACTED]. Being built into the valley, we did not see the attraction of [REDACTED] as all you could see was a golf course and did not have the beautiful vista that is [REDACTED] – i.e. beach, man made island and harbour etc.

We also discussed with both reps, that we needed to start making money from our points by 'selling' our allocation of apartments to colleagues and friends. At this point both of them suggested that [REDACTED] was a much better option if we wanted to 'make our investment' make us some money as there was 'big' money in Golfing resort holidays and if we upgraded to [REDACTED] we could sell our apartments to golfers for thousands of euros a week. Matthew, one of [REDACTED]'s In House Managers suggested we could get as much as 2500 euros a week for a 2 bed [REDACTED] apartment. Also they mentioned that the Spanish Open was coming to [REDACTED] in 2009/10 and that we could make even more money if we managed to gain access to apartments during this event. Brian promised that he would keep us informed of the Open dates once known so that we would have an opportunity of booking in [REDACTED] for this prestigious event.

This persuaded us to upgrade to 2x 2 Bed apartments in [REDACTED] which also increased our points to 26,200 ( 13,100 x 2). On the 14<sup>th</sup> April 2007 (the day we were due to travel home) we signed the paperwork, and after much discussion with Matthew, it was agreed that our current purchases be used as the initial deposit for the [REDACTED] upgrade and that the balance of £7000 would be paid as soon as possible on our return to the UK.

On subsequent visits we have since found out:

1. the real estate option, is totally out of our price range with a deposit of over £100,000 being needed to secure any property in [REDACTED]
2. Although not official – we have been told by several friends who have previously worked in [REDACTED] – that should a major golf event be held in [REDACTED] – [REDACTED] management reserve the right to block book [REDACTED] for these event weeks, therefore selling the apartments themselves during golf events, therefore making availability for Tauro owners to benefit, totally impossible.

We have on several occasions discussed the possibility of selling our timeshares and [REDACTED] have not been interested at all, and have made it very clear subsequently that our properties are worthless in terms of resale to [REDACTED] and on open market are worth a fraction of what we paid for them over the years. We have also been told that they cannot be inherited by family, and also realise now that there is still availability in [REDACTED], [REDACTED] and [REDACTED]. Every trip to [REDACTED] uncovers yet another lie that we have been sold, and although we still love the resort have a bitter taste in our mouth that so many of the people we meet daily working in [REDACTED] have sold us a complete pack of lies.

In addition to this, we have constantly disagreed with [REDACTED] as to how much we have invested in the resort. Our contracts on more than one occasion has only quoted the final payment – for example the purchase in 2004, the paperwork says – full payment £12,328 – however, we paid a deposit of £1904 – which [REDACTED] insists now are administrative costs, and cover maintenance fees – none of which was EVER explained to us at any of our purchase meetings.

Finally in addition to this, with changes in management in [REDACTED] – the resort is no longer the exclusive destination we have purchased, and more and more the resort is accessed by 'the general public' who have managed to exchange their points for limited access to [REDACTED], and the changes to [REDACTED] such as pool tables, mini golf, etc are catering to 'the masses' and to us, are down grading the 5 star feel to the general public areas.

I do hope this has given you a detailed picture of our total [REDACTED] experience and why we feel that we have not been treated honourably by [REDACTED] nor its staff.

We would be grateful if you could advice us in any way to gain some recompense for the lies told to us over the last 6 years.