

[REDACTED]

[REDACTED]

23rd October 2009

[REDACTED]

Avda Los Canarios n.3
35120, Arguineguin
Gran Canaria
Spain

Dear Grima

Please find enclosed documents relating to our timeshare ownership. We first purchased, in perpetuity, 1 week in a 1 bed apartment at [REDACTED] in 1999 and our first holiday was in 2000 with our son, daughter in law and granddaughter. As our 2nd grandchild was on the way we upgraded to 1 week in a 2 bed apartment in [REDACTED] again in perpetuity. We were encouraged again to upgrade in 2004, in order to join the 'points system' (we could not join the points system unless we changed our contract). We were not informed at this upgrade that this was not in perpetuity. In 2006 we again upgraded to [REDACTED] to 3 weeks in a 1 bed apartment with the option of purchasing a Freehold Apartment and having £50,000 from [REDACTED] towards the purchase price, from the trade in of our 3 weeks at [REDACTED]. When we purchased we were told by the [REDACTED] Representative that the new resort would open in September 2006 and we were promised daily, regular transport to [REDACTED] and full use of the facilities at [REDACTED]. When we arrived for our holiday with our family on 4th August 2007, we were more than a little surprised to find that we had arrived on their 'Opening Day'. As you will see from our letters of complaint, the holiday was far from successful, we have also since been told that, when staying at [REDACTED], we are not allowed to use the facilities at [REDACTED]. Also having looked at our documents again, I was very surprised that they were supposed to have been signed at [REDACTED], when in fact it was at the offices above the plaza at [REDACTED]. We have paid a deposit in each and every one of our purchases/upgrades.

During our stay at [REDACTED] at the end of last year, as we had not been able to sell back our timeshare to [REDACTED], we spoke to a representative and a manager and tried to change our contract back to [REDACTED] without incurring additional costs. We were informed by them that this was not possible as, due to Spanish Law, they had to charge a minimum amount of about £7000 to change a contract.

Throughout our dealings with [REDACTED] we have always been told that we can sell our timeshare back to them at any time but as you will see from the email I sent you that this proved not to be the case. Should you need anything further please do not hesitate to contact us.

Yours sincerely

[REDACTED]

[REDACTED]