



**INDUSTRY CODE OF CONDUCT
OF
THE VACATION OWNERSHIP ASSOCIATION
OF SOUTHERN AFRICA**

DIRECTORS: AN RIDL (CHAIR), N BEEKMAN, RW DICKSON, JPC EKSTEEN, CM DERBYSHIRE, AH FULLER & RC MILLS
VACATION OWNERSHIP ASSOCIATION OF SOUTHERN AFRICA NPC - Reg. No./Nr. 1991/001145/08

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CHAPTER 1

INTRODUCTION, INTERPRETATION AND APPLICATION OF THE CODE

1. PREAMBLE AND PURPOSE OF THE CODE

1.1 VOASA is a trade organization with the objective to promote the development, communication, improvement and growth of a stable and sustainable shared vacation ownership industry and trading environment. It plays a strategic role in addressing a range of common issues relating to the Vacation Ownership Industry and fulfils its role by proactively engaging with key stakeholders and by:

1.1.1 Providing for an efficient, transparent and fair system of administration;

1.1.2 Formulating rules and procedures on key issues affecting the industry and by publishing recommendations relating to proposed best practice thereby providing a set of rules to prevent unethical behaviour;

1.1.3 Providing for a fair and impartial complaints facilitation process between Members and Consumers and to advise Members and / or Consumers on appropriate remedies if unresolved.

1.2 VOASA Members are committed to the highest standard of ethics and undertake to comply with this Code and to:

1.2.1 Protect the interest of consumers by implementing standards of practice based on the principles of fairness, honesty and accountability and that their actions and processes are in keeping with the law;

1.2.2 Foster and maintain enhanced levels of consumer service and commit to an effective system of internal dispute resolution;

1.2.3 Provide for controlled access to member information;

1.2.4 Promote competition in the Vacation Ownership marketplace;

1.2.5 Apply best practice guidelines on an “apply or explain” basis;

1.2.6 Take responsibility for its actions and to rectify any wrongdoing in a fair manner.

1.3 This Code prescribes the minimum standards for Member conduct, but is not a substitute for laws or regulations when they are more stringent than the Code. The Code is not intended to be in conflict with applicable laws or regulations and where more stringent law applies it must be followed; however, it is intended that the Code apply to Member conduct when more stringent than applicable law or in the absence of laws or regulations.

2. APPLICABILITY

2.1 The Code is binding on all VOASA members.

2.2 The Code is further binding on the conduct of suppliers, agents and affiliates of Members and Members must ensure that their suppliers, agents and affiliates are aware of any responsibilities in terms of the Code. Members are responsible to monitor compliance and where the aforementioned parties are in breach of the code and fails to rectify their breach, terminate the relationship with them.

3. AMENDMENTS TO THE CODE AND REVIEW

3.1 The code can be amended by:

3.1.1 Special resolution at a general meeting of the Members and in accordance with the provisions of the Memorandum of Incorporation of the Company;

3.1.2 By the Board Directors in terms of a board resolution in the event that the amendments relate to:

3.1.2.1 the correction of a patent error or spelling, punctuation, reference, grammar or similar defect on the face of the document; or

3.1.2.2 if the amendments are made to align the code with legislation or a directive by one of the regulators and where the directive has a direct impact on the conduct or business of the Members of the Association;

3.1.3 The board shall publish any amendment in terms of 3.1.2 by delivering a copy of the proposed amendment to each Member of the Association who will have 7 (seven) days to object against the proposed amendment, but only insofar as the Board exceeded its authority to amend without the passing of a special resolution as provided for in 3.1.1 above;

3.1.4 The amendment to the code will become effective within 7 (seven) days of acceptance in 3.1.1 or 7 (seven) days after the period for objection in 3.1.3 above terminates;

3.1.5 The Board shall cause the code to be reviewed at least every 3 (three) years with the next review being 2021.

4. GENERAL PROVISIONS

4.1 Members shall provide adequate training to staff to ensure that they are aware of their duties in terms of this code and in terms of applicable legislation.

4.2 The Association shall determine a strategy to educate consumers regarding unethical business practices and with regards to their right to dispute resolution in terms of this Code and if unresolved, the formal redress mechanisms available to them.

4.3 The Association may publish best practice directives which shall for all practical purposes be integrated with this code and shall apply on an “apply or explain” basis.

4.4 The Association may publish advisory notes regarding key issues affecting the industry and how to deal with them. These advisory notes shall not be construed as legal advice.

5. INTERPRETATION

5.1 This contains reference to certain principles, practices and legislation and the complaints procedure of the Vacation Ownership Industry as set out herein.

5.2 In this Code, unless inconsistent with or otherwise indicated by the context, the following words and expressions will have the meanings set out below:

5.2.1 “Acts” means the following acts and their regulations, as amended from time to time:

5.2.1.1 Share Blocks Control Act 59 of 1980 (SBCA);

5.2.1.2 Sectional Titles Act 95 of 1983 (STA);

5.2.1.3 Property Time-Sharing Control Act 75 of 1983 (PTCA);

5.2.1.4 Consumer Protection Act 68 of 2008 (CPA);

5.2.1.5 National Credit Act 34 of 2005 (NCA);

5.2.1.6 Companies Act 71 of 2008 (CoA);

5.2.1.7 Estate Agency Affairs Act 112 of 1976 (EAA);

5.1.1.8 Protection of Personal Information Act 4 of 2013 (PoP1);

5.1.1.9 Community Schemes Ombud Services Act 9 of 2011 (CSOS);

5.1.1.10 Consumer Goods and Services Ombud: Code of Conduct¹ (CGSO Code)²;

5.1.1.11 Competition Act 89 of 1998 (CA);

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²1 Published in Government Gazette 38637 of 30 March 2015.

- 5.1.11.12 Electronic Communications and Transactions Act 25 of 2002 (ECTA);
- 5.1.11.13 Alienation of Land Act 68 of 1981 (ALA);
- 5.2.2 "Association" means the Vacation Ownership Association of Southern Africa NPC;
- 5.2.3 "Board" means the board of directors of the Vacation Ownership Association of Southern Africa NPC;
- 5.2.4 "Code" means this Code of Conduct of the Industry together with any documents incorporated by reference;
- 5.2.5 "Consumer" means any person, including a juristic person to whom shared vacation interest is advertised, marketed, leased or sold in the ordinary course of business and for consideration;
- 5.2.6 "Day" unless specifically referred to as "Calendar Day" means business days and excludes South African public holidays and the period between 16 December and the first official business day of the following year;
- 5.2.7 "Direct marketing" means to approach a person, either in person or by mail or electronic communication, for the direct or indirect purpose of promoting or offering to supply, in the ordinary course of business an interest in shared vacation ownership to that person;
- 5.2.8 "Electronic communication" means any text, voice, sound or image message sent over an electronic communications network which is stored in the recipients terminal equipment or is collected by the recipient;
- 5.2.9 "Industry" means the shared vacation ownership industry which include, but is not necessarily limited to Developers, Sales Agencies, Points Clubs, Share Blocks, Full Title or Sectional Title properties sold on a time-sharing basis, Exchange Organisations, Holiday Clubs, Time-sharing Rental Organisations; Resale agencies and Managing Agents;
- 5.2.10 "Managing Agent" means the person or legal entity engaged by a developer or a management association, to manage a property time-sharing scheme pursuant to a written management agreement;
- 5.2.11 "Mol" means the Memorandum of Incorporation of the Vacation Ownership Association of Southern Africa;
- 5.2.12 "Member/s" means a member of the Association or its employee or agent and references to member will for purposes of this code be deemed to include a member's service provider and/or supplier;
- 5.2.13 "National Consumer Commission (NCC)" means the National Consumer Commission established in terms of the CPA;
- 5.2.14 "National Credit Regulator" (NCR) means the national consumer regulator as established in terms of the NCA;
- 5.2.15 "Person" includes a juristic person and a Trust;
- 5.2.16 "Shared Vacation Ownership Agreement" means an agreement relating to the alienation of a shared vacation ownership Interest entered into between a supplier and consumer and includes reference to an "Offer to purchase" "sale agreement" "Contract", "Lease Agreement", "Use Agreement" "membership agreement" and "sale and membership agreement" or an agreement of a similar nature;
- 5.2.18 "Personal information" has the meaning ascribed to it in section 1 of PoPI;
- 5.2.19 "Prize" means a reward, gift, free good or service, price reduction or concession, enhancement of quantity or quality of goods or services, or other discounted or free thing;
- 5.2.20 "Pooling Schemes" means the occupation rights of members of a club/trust where the rights are identified by "points", or a similar trading currency, value or system;
- 5.2.21 "Promoter" means a member who directly or indirectly promotes, sponsors, organizes or conducts a promotional competition;

- 5.2.22 “Promotional competition” means any competition, game, scheme, arrangement, system, plan or device for distributing prizes by lot or chance if:
- 5.2.22.1 it is conducted in ordinary course of business for the purpose of promoting a producer, distributor, supplier, or association of any such persons, or the sale of any goods or service; and
 - 5.2.22.2 any prize offered exceeds the threshold prescribed in terms of regulation (11), of the CPA irrespective of whether a participant is required to demonstrate any skill or ability before being awarded a prize;
- 5.2.23 “Promotional offer” means an offer or promise, expressed in any manner, of any prize, reward, gift, free goods or service, price reduction or concession, enhancement of quantity or quality of goods or services, irrespective of whether or not acceptance of the offer is conditional on the offeree entering into any other transaction;
- 5.2.24 “Purchaser” has the same meaning as “consumer”;
- 5.2.25 “Seller” / “vendor” means a person who alienates or offers to alienate a shared vacation ownership interest to any other person and includes a service provider in the ordinary course of business;
- 5.2.26 “Service provider” means a member, supplier or its agent;
- 5.2.27 “Supplier” means any person who markets any goods or services in the ordinary course of business;
- 5.2.28 “Shared vacation ownership interest” means any interest in a shared vacation ownership scheme;
- 5.2.29 “Shared vacation ownership scheme” means:
- 5.2.29.1 any scheme, arrangement or undertaking in terms of which an interest in the use or occupation of any immovable property may be alienated, by means of contract; and
 - 5.2.29.2 any other pooling scheme, club, association or scheme where the right to use or occupy immovable property may be granted to a consumer and where such rights or membership may be alienated;
- 5.2.30 Unless the context clearly indicates otherwise:
- 5.2.30.1 all words and expressions not expressly defined in the Code or as referenced in the Code will have such meanings as may be given to them in the Acts;
 - 5.2.30.2 a singular noun will be deemed to include the plural and vice versa;
 - 5.2.30.3 a masculine gender will be deemed to include the other genders and vice versa;
 - 5.2.30.4 the provisions of any law will be deemed to include any amendment or substitution thereof that may be effected from time to time;
- 5.2.31 Any notice to be delivered in terms of the Code will:
- 5.2.31.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
 - 5.2.31.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 14th (fourteenth) day following the date of such posting;
 - 5.2.31.3 and where sent by electronic communication, be deemed to have been delivered and received on the following business day;

5.2.32 All section headings and arrangements contained in the Code are intended for reference purposes only and will not affect or be taken into account in the interpretation of any of the paragraphs or sections to which they relate.

CHAPTER 2

STANDARDS OF PRACTICE

6. GENERAL PROVISIONS

6.1 Representatives of the Industry serving as Members of the VOASA Board shall fully disclose all potential conflicts of interest and shall execute their function objectively, honestly and with integrity in a manner consistent with their fiduciary duties and the Association's commitment to build a sustainable industry independent of the organization they represent.

7. SALES, MARKETING AND PROMOTIONAL ACTIVITIES

Compliance with this section must be made a condition of employment and breach should be treated as misconduct.

7.1 SOLICITATION

7.1.1 Must not:

- 7.1.1.1 imply or suggest that the product marketed does not relate to timeshare or the vacation ownership industry;
- 7.1.1.2 misrepresent the relationship with a specific provider of leisure accommodation, Exchange Company, facility or brand and should accurately represent the relationship that exists by agreement or otherwise;
- 7.1.1.3 refer to consumers as "winners" or state that consumers have "won" a prize or award or use terms such as "free" unless these statements are true in a material respect;
- 7.1.1.4 contact consumers for marketing purposes during any hours prohibited by regulation unless that consumer has expressly or implicitly agreed thereto in advance;
- 7.1.1.5 contact consumers for marketing purposes if they have registered a pre-emptive block.

7.1.2 Members must:

- 7.1.2.1 honour any request made by a consumer that the member desist from direct marketing to that consumer and must operate and maintain an internal database with the particulars of consumers who must be excluded from direct marketing.

7.2 MARKETING, SALES AND RESALES

7.2.1 Members conducting, authorizing or engaging in any form of direct marketing must comply with the provisions of the Consumer Protection Act and the Protection of Personal Information Act or the Electronic Communications and Transactions Act as far as it is applicable.

7.2.2 Members must:

- 7.2.2.1 ensure that marketing material and presentations are accurate, clear, conspicuous and easily understandable with regards to all material information by amongst other things:

7.2.2.1.1 using plain language;

- 7.2.2.2 avoid misleading statements regarding possible yield on rentals, exchange opportunities or anticipated resale or rental value and must base any assertion on verifiable information;

- 7.2.2.3 have an inventory of the stock in the pooling scheme's portfolio available at point of sale and make it available to the consumer for inspection on request;

- 7.2.2.4 ensure that verbal representations are consistent with information contained in the sales documentation and documentation relative to the scheme;
- 7.2.2.5 ensure that advertising conducted on behalf of any Vacation Ownership operation or scheme complies with the requirements set out in appendix F of the Advertising Standards Authority of South Africa's code of conduct², section 6 and regulation 3 of the PTCA and the relevant provisions of the CPA;
- 7.2.2.6 ensure that any advertisement relating to sale of a product on credit in addition to the above comply with section 76 of the NCA;
- 7.2.2.7 implement procedures in compliance with the Protection of Personal Information Act, 2013 (Act No. 4 of 2013);

7.2.3 Members or their agents must not:

- 7.2.3.1 directly or indirectly express or imply a false, misleading or deceptive representation concerning any material fact, use exaggeration, innuendo or ambiguity as to a material fact or omit to disclose a material fact if that failure amounts to deception or fail to correct an apparent misapprehension on the part of the consumer;
- 7.2.3.2 market a timesharing interest as a financial investment;
- 7.2.3.3 make representations that the current terms of an offer will not be available at a future time unless those presentations are true;
- 7.2.3.4 advertise a product as being available at a specified price in a manner that may result in consumer being misled in respect of availability at the advertised price;
- 7.2.3.5 promote, offer, supply, agree to supply or induce a consumer to accept any goods or services on the representation that the consumer will receive a rebate, commission or benefit if the consumer gives a list of names of other consumers, or otherwise assist the supplier to supply goods or services to other consumers and that rebate or commission is contingent on a positive outcome for the referral.

7.3 PROMOTIONAL COMPETITIONS

- 7.3.1 When engaging in a promotional competition, or through the agency of a promoter, members must ensure that:
 - 7.3.1.1 the provisions of Section 36 of the Consumer Protection Act and regulation 11 of the Consumer Protection Act are implemented; and
 - 7.3.1.2 they compile a report on the awards made in terms of the promotional offer and a report by the professional supervisor to certify that all the validation procedures have been complied with as required. This report must be made available to the Association on request.

8. PRE-CONTRACTUAL DISCLOSURE

- 8.1 Prior to the conclusion of any agreement relating to the sale or lease of a shared vacation ownership interest, the consumer must be provided with such information which an ordinary consumer would reasonably require for the purpose of making an informed decision on the material aspects of any contemplated transaction relating to a shared vacation ownership interest, including as a minimum requirement:

- 8.1.1 the registered names of the contracting parties, inclusive of the Managing Agent and their registration- and contact details;
 - 8.1.2 the term of the agreement;
 - 8.1.3 a description of and the price of the vacation ownership product;
 - 8.1.4 Where the agreement relates to a week, whether it is a fixed module or a flexi module, a midweek, weekend or full week, the season and an explanation of the resort calendar; where the agreement relates to Points, where the consumer can find the Points table;
 - 8.1.5 the current year's levy / management fees / maintenance fees;
 - 8.1.6 a schedule indicating stock per province, as compiled annually at the end of the fiscal year preceding the sale; provided that this provision will not be applicable when a fixed week is alienated;
 - 8.1.7 a copy of the participant's' process and policies regarding reservations and cancellations, or a link to where to find them including the cooling off provision.
- 8.2 Members selling on credit must disclose the cost of credit in terms of section 92 of the NCA, but must further also prominently disclose any fees incidental to the product on the same page and in such a manner that the consumer can easily comprehend his monthly and / or annual financial obligations in terms of the product;
 - 8.3 Members alienating other than a credit sale must prominently disclose the price and / or any fees incidental to the product on a quotation similar to the form prescribed in terms of section 92 referred to in 8.1 above in a manner that the consumer can easily comprehend his monthly and / or annual financial obligations in terms of the product.
 - 8.4 A Member:
 - 8.4.1 may not discourage a prospective purchaser from seeking professional advice prior to entering into the agreement;
 - 8.4.2 must, where the time-sharing interest being disposed of relates to any accommodation, resort or property that is incomplete, provide a prospective purchaser with accurate information regarding the estimated dates of completion of the relevant accommodation, resort or property and all of its intended facilities.

9. **CONTRACTUAL FORMALITIES AND ADMINISTRATION**

- 9.1 Agreements must be in plain language and in compliance with the provision regarding formalities and contractual terms as provided for in the PTCA, SBCA, ALA and/or STA depending on the interest alienated.
- 9.2 Credit Agreements must comply with sections 92 and 93 of the NCA and records must reflect compliance with regulation 23A of the NCA and be available on request.
- 9.3 Members commit to, as a minimum, provide for a cooling off period of 10 (ten) business days and shall include a provision to this effect in their commercial agreements.
- 9.4 All pooling scheme agreements entered after the commencement of this code, being the date of adoption of the special resolution at the Special General Meeting of Members, shall include a provision regarding the right to termination. This provision shall not be applicable to the alienation of shares in a share block.
- 9.5 The name and contact details of the Managing Agent must be prominently displayed in the contract.

9.6 Consumers should be provided a copy of the contract and documentation signed at the end of the sales presentation or if not possible, before close of business on the first business day following the sales presentation. Consumers should be afforded the opportunity to sign an acknowledgement that he has received a copy of the said documentation.

10. EXCHANGE AND RENTAL PROGRAMS

10.1 Exchange and rental programs offered as an additional benefit to the consumer must be represented accurately, clearly and conspicuously and must, where the time-sharing interest entitles the owner to participate or apply to participate in any exchange program, provide the consumer with documentation pertaining to the program including:

10.1.1 the name and address of the exchange company;

10.1.2 a statement that the consumer's contract with the exchange company or organisation is a contract separate and distinct from the consumer's contract with the seller of the shared vacation ownership interest;

10.1.3 a statement as to whether the consumer's participation in the program is voluntary; and

10.1.4 information on the procedure to apply for and to affect exchanges, or other benefits that may pertain thereto;

10.1.5 a statement of the fees associated with an exchange, if applicable.

10.2 Members must not represent to the consumer that the likelihood of a specific exchange opportunity is greater than is probable in respect of the consumer's interest.

10.3 Any representations regarding the potential resale or rental value must be made truthfully and a statement regarding fees associated with a rental must be disclosed.

11. CANCELLATION WITHIN THE COOLING OFF PERIOD

11.1 Members undertake to cancel any agreement where a consumer gives written notice of his intention to rescind the agreement within 10 (ten) business days from conclusion of the agreement.

11.2 Members undertake to notify the consumer via telephone call or electronic message on date of conclusion of the agreement.

11.3 Members shall not propose, accept or enforce any waiver of the right to rescind or cool off within a 10 (ten) business day period of conclusion of the agreement of alienation.

11.4 Upon cancellation of an agreement in terms of cooling-off the member shall:

11.4.1 return any payment received from the consumer within 15 (fifteen) days after delivery of the notice;

11.4.2 the consumer must return any material and / or goods received, inclusive of any marketing material to the Member;

11.4.3 the consumer must return any share certificate, title deed or similar document received to execute transfer to the seller;

11.4.4 no attempt must be made to collect any payment in terms of a rescinded transaction except as permitted in terms of section 20(6) of the CPA and the cost relating to the transfer and any rectification thereof if the vacation ownership product has been transferred.

12. INVENTORY CONTROL

12.1 Members shall not sell more use rights in a Vacation Ownership scheme than available for use in the scheme taking into consideration its member base.

12.2 In order to guard against overselling, Members shall procure an audit certificate outlining the timesharing interests or “stock” in a particular scheme reflected in comparison against the number of points rights sold to members.

12.3 Audit certificates shall comply with the requirements set out in GG16704 of 6 October 1995 and **Annexures “B” and “C”** hereto.

13. **RESERVATIONS**

13.1 A consumer has the right to cancel an advanced reservation. A member may impose a reasonable cancellation penalty.

13.2 A penalty is unreasonable if it exceeds a fair amount in the circumstances, having regard to-

13.2.1 the length of notice of cancellation provided by the consumer;

13.2.2 the reasonable potential to find an alternative consumer between the time of receiving the cancellation notice and the time of the cancelled reservation; and

13.2.3 the general practice of other members in the vacation ownership industry.

13.3 In the event that a consumer’s first choice of accommodation is not available, the Member must offer a reasonable alternative taking into consideration the dates, sleeper size and season the consumer originally requested and keep record of alternatives offered; this will only apply to pooling schemes.

13.4 Pooling Schemes must reasonably endeavour to supplement stock in an attempt to provide for the accommodation needs of consumers.

14. **CANCELLATION OF AGREEMENTS / MEMBERSHIP**

14.1 A Consumer may cancel a purchase- or lease agreement in respect of shared vacation ownership by delivering to the managing agent a written notice indicating that he intends resigning from his membership. The provisions in respect of cancellations are not applicable to shares in a Share Block Company, Sectional Title Schemes or Residents Associations.

14.2 The right to cancel in 14.1 above specifically authorizes a consumer who purchased an interest in shared vacation ownership on credit to unilaterally cancel their credit agreement subject to payment of a reasonable cancellation amount to mitigate reasonable commercial loss.

14.3 When processing the cancellation, a Member can impose a reasonable cancellation penalty taking into consideration:

14.3.1 the time of year the cancellation is received in relation to the fiscal year and budgeting process;

14.3.2 the extent to which the member’s early resignation is going to impact on the remaining members of the scheme;

14.3.3 the amount which the consumer is still liable for to the Member up to date of cancellation;

14.3.4 the value of the transaction up to date of cancellation;

14.3.5 the value of the use rights reserved up to date of cancellation;

14.3.6 the duration of the agreement as initially agreed and any discounts granted due to the extended term, if applicable;

14.3.7 the length of the notice of cancellation provided by the consumer;

14.3.8 the reasonable potential to replace the consumer or to liquidate the stock representing the consumer’s interest;

14.3.9 the general practice of the industry.

14.4 The following circumstances are regarded as special circumstances and Members must implement a separate cancellation policy and special measures to alleviate hardship, provided that documentation supporting the circumstances are provided. Cancellation may be within or without conditions, the fairness will be dependent on the circumstances:

14.4.1 a consumer who is on a pension or whose only income is in terms of government compensation;

14.4.2 a consumer who is found to be over indebted in terms of credit regulation;

14.4.3 a consumer whose estate is placed under administration, sequestration or liquidation;

14.4.4 a consumer or whose spouse contracted a dreaded disease or disability that affects their ability to travel and / or enjoy holidays;

14.4.5 where a consumer is deceased and the beneficiary of the estate does not wish to take transfer of the Time-Sharing interest;

14.4.6 where the Consumer applying for cancellation is 70 years or older.

15. GENERAL COMPLIANCE AND DISCLOSURES

15.1 Developers selling on credit must be registered Credit Providers and must file a copy of their registration with the Association annually before the end of January and must comply with the requirements regarding disclosure, reporting and credit screening as provided for in the Act and Regulations.

15.2 A member engaged in the activity of an estate agent as defined in the Estate Agency Affairs Act and the schedules thereto must register with the Estate Agency Affairs board and comply with the qualification, training and disclosure and reporting provisions in the Act and regulations. Estate Agents must file a copy of their Agency Fidelity Fund Certificate as well as a copy of each of their registered agent's fidelity fund certificate with the Association by the end of January of each year.

15.3 Members operating in the Vacation Ownership space and who are providing goods or services to consumers in the ordinary course of business and for consideration must register with the Consumer Goods and Services Ombud and must file the proof participation with the Association by no later than the end of January of each year.

15.4 Share Block Schemes and Sectional Schemes must be registered at the Community Schemes Ombud Service and must comply with the requirements of the Act, its regulations and practice directives. Proof of registration must be filed with the Association annually before the end of January.

15.5 Stock audit certificates shall comply with clause 8 above and must be filed with the Association in January and July of each year.

15.6 Transfer secretaries must not transfer any share in a share block company without having a transfer duty receipt or transfer duty exemption, as the case may be, on file.

15.7 Every member shall provide for an internal complaints handling process to deal with members complaints and shall provide The Association with the name of the responsible individual overseeing complaints handling and the contact details where complaints must be forwarded to and update the association of any changes.

THE REFERRAL OF A COMPLAINT TO VOASA BY A CONSUMER

16. INTERNAL DISPUTE RESOLUTION

- 16.1 VOASA must facilitate a complaints handling process between consumers and time-sharing suppliers. The complaint form must be available on the VOASA website in the form annexed hereto as **Annexure "D"**.
- 16.2 There must be clear instructions to the consumer:
 - 16.2.1 on how to lodge a complaint;
 - 16.2.2 on the process and timelines;
 - 16.2.3 on how to deal with the complaint if not resolved.
- 16.3 Members must ensure that internal processes are implemented to effectively deal with complaints and that the relevant staff and agents are adequately trained in respect of business processes, the code and relevant legislation.
- 16.4 Members must endeavour to resolve complaints in an efficient, practical manner.
- 16.5 VOASA must keep a summary of complaints to highlight recurring complaints in the industry for review by the Board of Directors of VOASA and appropriate measures where required.

CHAPTER 4 CONFIDENTIALITY

17. CONFIDENTIALITY

- 17.1 Subject to any other law, personal information shall be kept confidential by VOASA and be protected, except to the extent that it is necessary to disclose it in the furtherance of resolving the dispute or unless disclosure is required by law, or consent for disclosure is obtained from the party concerned.