

IMPORTANT NOTES TO CONSIDER BEFORE ENTERING INTO A TRAVEL CLUB MEMBERSHIP AGREEMENT:

A Travel Club, by definition, is a for-profit organization that provides, in return for either an advance fee for membership or an annual charge for membership of more than \$100, the privilege for its members or participants to arrange or obtain future travel services through or from the organization. Travel clubs do not include credit card issuers whose cards are honored at any one time by 100 or more merchants, other than the issuer. A Travel Club is not a timeshare.

Travel clubs may employ third party sellers to present/offer/sell their memberships. You may have received a call or a card in the mail inviting you and your spouse to a free presentation. You may even receive a card promising an incentive if you attend and stay for the entire presentation. If you choose to attend, do your research first. Check online to find out information regarding the travel club (what they actually offer, if complaints have been filed against the club, etc.). Be prepared, if you go, for possible strong selling tactics pressuring you to commit prior to leaving the presentation. Also be aware, if you are going just to receive the incentive, the company offering the incentive is not the travel club and the protections provided to consumers under the Virginia Travel Club Act, may not apply to the incentive provider.

When contemplating joining a travel club, it is recommended that you first check with this office to determine if the travel club is registered to sell memberships in the Commonwealth. A travel club that is registered must file surety with this office. The surety filed is in favor of the Commonwealth of Virginia for the benefit of any purchaser who is damaged by any violation of the VTCA.

YOU SHOULD NOT RELY UPON ANY ORAL REPRESENTATIONS AS BEING CORRECT. REFER TO YOUR COPY OF THE MEMBERSHIP CONTRACT TO REVIEW AND CONFIRM ALL TERMS OF THE CONTRACT.

Be sure to review your rights as a consumer regarding travel club contracts. You can review the VTCA by clicking [here](#). All travel club contracts may be cancelled without any penalty or obligation, within seven calendar days from the execution of the contract unless the member has already used the travel services provided in connection with the travel services agreement. If the travel services have already been used, the member may still cancel the contract within seven calendar days, but would not be entitled to a refund of any prior payments made for the specific travel services utilized.

Some travel clubs, during the presentation, may show you their website and how to navigate through the reservation process, but tell you that your member login information will be sent to you within a specific time. Be careful with this practice, as the login information may take longer than the seven calendar day cancellation. You may find that what you thought you were signing up for is not what you actually have access to, and your seven calendar day cancellation provision will have expired.

The buyer may cancel the travel service agreement until midnight of the seventh calendar day after execution of the contract. Notice must be a written notice that indicates the intention of the buyer not to be bound. The written notice shall be deemed given when deposited in a mailbox, properly addressed and postage prepaid. If the seventh calendar day falls on a Sunday or legal holiday, then the

right to cancel the travel service agreement shall expire on the day immediately following that Sunday or legal holiday.

The Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs regulates travel clubs in the Commonwealth pursuant to the provisions of the Virginia Travel Club Act. If you have any questions regarding a travel club, you can contact Sandy Harrington, Compliance Officer at 804-225-4601 or by email at sandy.harrington@vdacs.virginia.gov.