

Mr. & Mrs. Elbrow  
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Thornbury  
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Devon  
PL6 8SZ  
England - U.K



6<sup>th</sup> April 2015

Dear Mr. & Mrs. Elbrow

Club Class Holidays Sapphire Indefinite Membership No. **S2504 13396**

Please find attached a contractual document which will confirm that Leisure Alliance Plc is indeed the legal entity employed to manage and administer the Club Class Holiday and Lifestyle Club.

You will note that this agreement was drawn in July 2012. This was some months prior to the October 2012 high court ruling that resulted in the wind-up order of Club Class Plc (the clubs outgoing administrators) and several other non-trading companies and former independent distributors.

In fact none of the companies that were liquidated following this high court ruling were; at the time, remotely associated with the club.

As a consequence the club was neither party to nor at all affected by these unsightly events.

Clearly and most intelligently the appropriate action was taken in order to protect the club and its 50,000 plus membership base, from any possible repercussions and clearly these efforts proved successful and most warranted.

How would you have felt if you had paid 6 or 7 thousand Pounds for a membership a few months before the winding up order, only to discover you had now lost your money?

Leisure Alliance Plc took on the responsibility of administering the club so that all members with paid up subscriptions would be able to continue to access the benefits in accordance with their club memberships.



The Insolvency Services investigations actually centred on a former independent authorised Club Class distributor named "Club Class International Plc" who was based in Maidenhead.

It is apparent that "Club Class International Plc" promised some prospective club members that they would take on their unwanted timeshare ownerships if they agreed to buy a membership.

However they failed to fulfil their commitments and following a number of complaints to The Royal Borough of Windsor and Maidenhead and their Trading Standards Department, together with the Insolvency Service were successful in having "Club Class International Plc" wound-up.

Only the details club members that bought a membership through "Club Class International Plc" were supplied by the club to the officially appointed liquidators; Grant Thornton LLP and each client was subsequently contacted in writing informing them of the situation and their rights.

As it turned out that none of the wound up companies actually had any assets, so the fact that these members were able to continue using and enjoying their memberships came as some relief to the majority.

We note that you did not buy your membership from "Club Class International Plc" and therefore we must question who informed you of these unfortunate events and what led you to believe it was your concern?

We can confirm that Club Class Holidays Ltd did indeed cease trading, but they were never placed into administration and nor were they ever party to the October 2012 high court ruling.

They ceased trading 2006 and were completely dissolved in September 2009.



There was nothing sinister about their disbandment. It was necessary because the club expanded from merely to discount holiday club to that of a holiday and lifestyle

Ironically, not one person; not even yourselves, battered an eyelid at the time, yet all of a sudden you have seen it necessary to drag up these old and long since forgotten internal managerial changes, as if they bode some significance to yourselves at this time.

For your knowledge, since the club was established in 1996, it has changed its internal administration on 4 separate occasions.

As explained above, the club was originally formed in 1996 with its own constitution, and was administered by the Gibraltar Company Club Class Holidays Limited which was not subject to any winding up order. At this point the club was just a discount holiday club.

In 2006, Club Class Concierge Plc. was formed to take over the administration of the Club Class holiday club and at the same time increased the range of benefits to include the purchase of tickets for events, the sending of flowers and gifts etc. and many other benefits included in the membership.

Club Class Concierge Plc. subsequently changed its name to Club Class Plc. when the club launched its Prestige and VIP product range, and continued to administer the club until July 2012, when Leisure Alliance Plc took-over.

These changes have never been a talking point because at no time have they ever affected our membership holders, their purchased membership entitlements or their existing contractual agreements.

All changes have been necessary to ensure the clubs expansion and longevity.



At no time has the club acted illegally or failed to service its products and services.

It continues to function to this date and has recently began the massive task of re-branding all of its membership 15 membership product levels and amalgamated them into one stand alone modern product name which we have appropriately titled "Gr8stays" (Great Stays).

In addition we have also consolidated our 5 existing membership websites in one single platform.

Please feel free to visit our new website [www.gr8stays.com](http://www.gr8stays.com) for a greater insight into how the membership has evolved over the years and what privileges and entitlements are currently available to our active membership holders.

For your knowledge and despite of the shockingly bad advice that you have received from your apparent legal advisor's; it would have been impossible for the club itself to be wound-up, liquidated or even bankrupted.

This is because it is a floating entity and not a trading company.

Please allow us to give you a good example of a floating entity:-

If one owns an apartment in an urbanisation which has a community of owners.

The community employs an independent management company to organise its affairs.

Over the years these management companies may change but the community has always remains the same, together with its constitution.



Please appreciate that nobody owns the Club Class name, there is no patent. British Airways have used this name for many years.

Anybody can use the Club Class name to promote their products.

There has never been any contractual agreement to use the Club Class name and no payments for the name have been made.

It is a direct result of any company being able to use the Club Class name, that there have been many fraudulent companies using the name in order to scam our members as well as members of the public to pay them monies, pretending that they are the club.

This is the nature of the beast and what is worse is that rather than contact the club; to which our members have paid considerably to become membership holders, some owners seemingly see it more sensible to believe these fraudulent companies, trust the rubbish they are feeding them thus wasting their investment and on many occasions a considerable further outlay due to the conniving techniques these scammers use to fool their prey.

What our clients do not immediately realise is that these bogus operators must have initially obtained their contact details through theft.

How else could they have known they were club members?

This information is subject to data protection laws and cannot be obtained through any other means and the club certainly did not provide it.

Yet despite this unexplained convenience many still choose trust them and worse pay them money for their non-existent services thus facilitating their illicit gains.



Some clients have even claimed that they have been called by solicitors, the Spanish Courts, even Trading Standards but again not unless these trusted bodies make a habit of entertaining stolen data, one must question their legitimacy, especially being that such organisations are not in the habit of employing telemarketers to ply their trade.

Having explained the company's historical internal managerial changes; to which you have seemingly seen it necessary to make your business, it is trusted that you will now decide whether you do wish to continue your membership or cancel your contract.

You can reactivate your membership account and convert to our new gr8stays product by clearing your outstanding £165 annual subscription arrears.

Your contracted payments of £55 per annum have been outstanding since 7th December 2012.

You previously maintained these payments by standing order mandate, but in 2012 you seemingly asked your bank to cancel the order and as a consequence your subscriptions lapsed.

Although it is not our preferred outcome, the alternative is to cancel your indefinite contract which can be completed by clearing these said £165 arrears and paying a further £165 contract release charge.

As a result of the cancellation, you will no longer be a membership holder and your liability of paying any future £55 yearly subscriptions will be removed.

However please fully comprehend that you will never see any return from your original investment, should you do opt to cancel, hence our preference to discourage such an action.



Please note that our considerably reduced offer to pay a one-off charge of £220 to end your membership expired on 2nd April 2015 and is therefore no longer applicable.

We await your further communication regarding this matter, and trust that it can be concluded amicably and without the need for any further unnecessary escalation.

Yours Faithfully

Maxwell Hamilton  
Membership Renewals Department  
Club Class Holiday & Lifestyle Club  
Administered by Leisure Alliance Plc

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