STATUTORY INSTRUMENTS

2010 No. 2960

CONSUMER PROTECTION

The Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010

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The Secretary of State is a Minister designated(**a**) for the purposes of section 2(2) of the European Communities Act 1972(**b**) in relation to measures relating to consumer protection.

The Secretary of State makes these Regulations in exercise of the powers conferred by section 2(2) of the European Communities Act 1972.

PART 1

GENERAL

Citation and Commencement

1.—(1) These Regulations may be cited as the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010.

(2) They come into force on 23rd February 2011.

Interpretation

2.—(1) In these Regulations—

"ancillary contract", in relation to a timeshare contract or long-term holiday product contract, has the meaning given in regulation 22(6);

"consumer" has the meaning given in regulation 11;

"enforcement authority" has the meaning given in regulation 32(1);

"exchange contract" has the meaning given in regulation 10(1);

(**a**) S.I.1993/2661.
(**b**) 1972 c.68. Section 2(2) was amended by section 27(1)(a) of the Legislative and Regulatory Reform Act 2006 (c.51).

"holiday accommodation contract" has the meaning given in regulation 4;

"key information", in relation to a regulated contract, has the meaning given in regulation 12(3);

"long-term holiday product contract" has the meaning given in regulation 8;

"regulated contract" has the meaning given in regulation 3;

"related credit agreement", in relation to a regulated contract, has the meaning given in regulation 23(4);

"resale contract" has the meaning given in regulation 9;

"standard information form" has the meaning given in regulation 13(2);

"timeshare contract" has the meaning given in regulation 7(1);

"timeshare exchange system" has the meaning given in regulation 10(2);

"trader" has the meaning given in regulation 11.

PART 2

KEY DEFINITIONS

Regulated contract

3. A "regulated contract" means a contract which—

(a) is a holiday accommodation contract (see regulation 4) to which these Regulations apply (see regulation 5), but

(b) is not an excluded arrangement (see regulation 6).

Holiday accommodation contracts

4.—(1) A "holiday accommodation contract" means—

(a) a timeshare contract,

(b) a long-term holiday product contract,

(c) a resale contract, or

(d) an exchange contract.

(2) See regulations 7 to 10 for definitions of these types of contract.

Holiday accommodation contracts to which these Regulations apply

5.—(1) These Regulations apply to a holiday accommodation contract which falls within any of paragraphs (2) to (4).

(2) A holiday accommodation contract falls within this paragraph if it is to any extent governed by the law of—

(a) the United Kingdom, or

(b) a part of the United Kingdom.

(3) A holiday accommodation contract falls within this paragraph if—

(a) it is to any extent governed by the law of a third country,

(b) the relevant accommodation is in immovable property situated in an EEA State, and

(c) the parties to the contract are to any extent subject to the jurisdiction of a court in the United Kingdom in relation to the contract.

(4) A holiday accommodation contract falls within this paragraph if—

(a) it is to any extent governed by the law of a third country,

(b) it is not directly related to immovable property,

(c) the trader carries on commercial or professional activities in the United Kingdom or by any means directs such activities to the United Kingdom, and

(d) the contract falls within the scope of those activities.

(5) In this regulation—

(a) "relevant accommodation" means—

(i) the accommodation which is the subject of the contract, or

(ii) in a case where a pool of accommodation is the subject of the contract, some or all of the accommodation in that pool;

(b) "third country" means a country other than an EEA state.

Excluded arrangements

6.—(1) An "excluded arrangement" is an arrangement to which any of the following paragraphs apply.

(2) This paragraph applies to multiple reservations of accommodation to the extent that they do not imply rights and obligations beyond those arising from the separate reservations.

(3) This paragraph applies to a lease agreement which provides for a single continuous period of occupation.

(4) This paragraph applies to a loyalty scheme, operating within a group of hotels, which provides consumers with discounts on future stays at hotels within the group where—

(a) no consideration is payable in respect of membership of the scheme, and

(b) consideration payable by consumers for accommodation at hotels within the group is not payable primarily for the purpose of obtaining discounts or other benefits in respect of accommodation.

(5) This paragraph applies to a contract of insurance where the effecting or carrying out of such a contract constitutes a regulated activity for the purposes of the Financial Services and Markets Act 2000(**a**).

Timeshare contracts

7.—(1) A "timeshare contract" means a contract between a trader and a consumer—

(a) under which the consumer, for consideration, acquires the right to use overnight accommodation for more than one period of occupation, and

(b) which has a duration of more than one year, or contains provision allowing for the contract to be renewed or extended so that it has a duration of more than one year.

(2) The reference to "accommodation" in paragraph (1) includes a reference to accommodation within a pool of accommodation.

Long-term holiday product contracts

8. A "long-term holiday product contract" means a contract between a trader and a consumer—

(a) the main effect of which is that the consumer, for consideration, acquires the right to obtain discounts or other benefits in respect of accommodation, and

(b) which has a duration of more than one year, or contains provision allowing for the contract to be renewed or extended so that it has a duration of more than one year,

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(**a**) 2000 c.8.

irrespective of whether the contract makes provision for the consumer to acquire other services.

Resale contracts

9. A "resale contract" means a contract between a trader and a consumer under which the trader, for consideration, assists the consumer in buying or selling rights under a timeshare contract or under a long-term holiday product contract.

Exchange contracts

10.—(1) An "exchange contract" means a contract between—

(a) a consumer who is also party to a timeshare contract, and

(b) a trader,

under which the consumer, for consideration, joins a timeshare exchange system.

(2) A "timeshare exchange system" is a system which allows a consumer access to overnight accommodation or other services in exchange for giving other persons temporary access to the benefits deriving from the consumer's timeshare contract.

"Consumer" and "trader"

11.—(1) In these Regulations—

"consumer" means an individual who is not acting for the purposes of a trade, business, craft or profession;

"trader" means—

(a) a person acting for purposes relating to that person's trade, business, craft or profession, or

(b) anyone acting in the name of, or on behalf of, a person falling within paragraph (a).

(2) Any reference in these Regulations to a consumer or trader in relation to a regulated contract, means—

(a) in the case of a contract which has been entered into, the consumer or trader who is party to the contract, or

(b) in the case of a proposed contract, the consumer and trader who will be parties to the contract, once it is entered into.

PART 3

PRE-CONTRACTUAL MATTERS

Key information

12.—(1) Before entering into a regulated contract, the trader must—

(a) give the consumer the key information in relation to the contract, and

(b) ensure that the information meets the requirements of this regulation.

(2) The trader must comply with paragraph (1) in good time before entering into the contract.

(3) The "key information" in relation to a contract means—

(a) the information required by Part 1 of the standard information form (see regulation 13(2)),

(b) the information set out in Part 2 of that form, and

(c) any additional information required by Part 3 of that form.

(4) The information must be—

(a) clear, comprehensible and accurate, and

(b) sufficient to enable the consumer to make an informed decision about whether or not to enter into the contract.

(5) The information must be provided—

(a) in the standard information form, completed in accordance with regulation 13(1),

(b) in writing,

(c) free of charge, and

(d) in a manner which is easily accessible to the consumer.

(6) If the consumer is resident in, or a national of, an EEA State, the information must be provided in a language which is an official language of an EEA State and which is—

(a) the language, or one of the languages, of the EEA State in which the consumer is resident, or

(b) the language, or one of the languages, of the EEA State of which the consumer is a national.

(7) If there are two or more languages in which the information could be provided under paragraph (6), the trader must give the consumer the opportunity to nominate one of them and—

(a) where the consumer does make a nomination, the information must be provided in the nominated language;

(b) where the consumer does not make any nomination, the information may be provided in any one of those languages.

(8) A trader who contravenes paragraph (5) of this regulation commits an offence.

Completing the standard information form

13.—(1) The standard information form must be completed as follows—

(a) the information required by Part 1 of the form must be inserted in the appropriate places (without deleting the existing text in that Part),

(b) Part 2 of the form must not be amended, and

(c) the information required by Part 3 of the form must be inserted in the appropriate places in accordance with any applicable notes (which may then be deleted).

(2) The "standard information form" means the form set out in—

(a) Schedule 1, in the case of a timeshare contract;

(b) Schedule 2, in the case of a long-term holiday product contract;

(c) Schedule 3, in the case of a resale contract; and

(d) Schedule 4, in the case of an exchange contract.

Marketing and sales

14.—(1) Any advertising related to a regulated contract must indicate how the key information in relation to the contract can be obtained.

(2) A trader must not offer an opportunity to enter into a regulated contract to a consumer at a promotion or sales event unless—

(a) the invitation to the event clearly indicates the commercial purpose and nature of the event, and

(b) the key information in relation to the proposed regulated contract is made available to the consumer for the duration of the event.

(3) A trader must not market or sell a proposed timeshare contract or long-term holiday product contract as an investment if the proposed contract would be a regulated contract.

(4) The references to key information in this regulation are references to key information which meets the requirements of regulations 12(4) to (7).

(5) A trader who contravenes paragraph (3) commits an offence.

PART 4

REGULATED CONTRACT: FORMALITIES

Form of contract

15.—(1) A trader must not enter into a regulated contract unless the contract complies with the requirements of this regulation.

(2) The contract must be in writing and include—

(a) the identity, place of residence and signature of each of the parties;

(b) the date and place of conclusion of the contract.

(3) The contract must set out the key information in relation to the contract which is required under regulation 12.

(4) That key information must be set out—

(a) as terms of the contract, and

(b) with no changes, other than permitted changes.

(5) "Permitted changes" means changes to the key information which were communicated to the consumer in writing before the conclusion of the contract and which—

(a) were expressly agreed between the trader and the consumer, or

(b) resulted from unusual and unforeseeable circumstances beyond the trader's control, the consequences of which could not have been avoided even if all due care had been exercised.

(6) Any permitted changes must be expressly mentioned in the contract.

(7) The contract must include the standard withdrawal form set out in Schedule 5.

(8) If a trader contravenes paragraph (1)—

(a) the trader commits an offence, and

(b) the contract is unenforceable against the consumer.

Obligations of trader

16.—(1) Before entering into a regulated contract a trader must draw the attention of the consumer to the following matters—

(a) the right of withdrawal under the contract (see regulation 20),

(b) the length of the withdrawal period (see regulation 21), and

(c) the prohibition on advance consideration during the withdrawal period (see regulation 25).

(2) Before entering into a regulated contract a trader must obtain the signature of the consumer in relation to each section of the contract dealing with those matters.

(3) When a trader and consumer enter into a regulated contract, the trader must provide the consumer with a copy of the contract at the time the contract is concluded.

(4) If a trader fails to comply with any of paragraphs (1) to (3) —

(a) the trader commits an offence, and

(b) the contract is unenforceable against the consumer.

Language of the contract

17.—(1) A trader must not enter into a regulated contract unless it complies with the requirements of this regulation, so far as applicable.

(2) If the consumer is resident in, or a national of, an EEA State, the contract must be drawn up in a language which is an official language of an EEA State and which is—

(a) the language, or one of the languages, of the EEA State in which the consumer is resident, or

(b) the language, or one of the languages, of the EEA State of which the consumer is a national.

(3) If there are two or more languages in which the contract could be drawn up under paragraph (2), the trader must give the consumer the opportunity to nominate one of them and—

(a) where the consumer does make a nomination, the contract must be drawn up in the nominated language;

(b) where the consumer does not make any nomination, the contract may be drawn up in any one of those languages.

(4) The contract must be drawn up in English (in addition to any other language in which it is drawn up under paragraphs (2) or (3)) if—

(a) the consumer is resident in the United Kingdom, or

(b) the trader carries on sales activities in the United Kingdom.

(5) If a trader fails to comply with paragraph (4) the contract is unenforceable against the consumer.

Translation of contract

18.—(1) This regulation applies to a regulated contract if—

(a) it is a timeshare contract, and

(b) the subject of the contract is a single item of specific immovable property situated in an EEA State.

(2) The trader must not enter into the contract unless the trader has provided the consumer with a certified translation of the contract in the language, or one of the languages, of that State.

(3) The language of the translation must be an official language of an EEA State.

(4) Paragraphs (2) and (3) do not apply if the contract is drawn up in a language in which the translation is required or permitted to be made.

(5) A trader who contravenes paragraphs (2) or (3) of this regulation commits an offence.

(6) A "certified translation" means a translation which is certified to be accurate by a person authorised to make or verify translations for the purposes of court proceedings.

Conflict with contractual terms

19. A term contained in a regulated contract is void to the extent that it purports to allow the consumer to waive the rights conferred on them by these Regulations.

PART 5

TERMINATION OF REGULATED CONTRACTS

Rights of withdrawal

20.—(1) A consumer may withdraw from a regulated contract by giving the trader written notice of withdrawal during the withdrawal period.

(2) For the purposes of paragraph (1), written notice is to be regarded as having been given by the consumer at the time it is sent.

(3) The consumer does not have to give any reason for the withdrawal.

(4) The consumer may use the standard withdrawal form included in the contract under regulation 15(7) as the notice of withdrawal.

The withdrawal period

21.—(1) The withdrawal period for a regulated contract—

(a) begins on the start date, and

(b) ends on the date which is 14 days after the start date, subject to the following provisions.

(2) The start date is the later of—

(a) the date of conclusion of the contract;

(b) the date on which the consumer receives a copy of the contract.

(3) Paragraph (4) applies if a standard withdrawal form is not included in the contract in accordance with regulation 15(7).

(4) The withdrawal period ends—

(a) on the date which is one year and 14 days after the start date, or

(b) in a case where the standard withdrawal form is provided to the consumer within the period of one year beginning on the start date, on the date which is 14 days after the day on which the consumer receives the form.

(5) Paragraph (6) applies if the key information in relation to the contract is not provided to the consumer in accordance with the requirements in regulation 12(4) to (7).

(6) The withdrawal period ends—

(a) on the date which is three months and 14 days after the start date, or

(b) in a case where the key information in relation to the contract is provided to the consumer within the period of three months beginning on the start date in accordance with the requirements in regulation 12(4) to (7), on the date which is 14 days after the day on which the consumer receives the information.

(7) In a case where both paragraphs (4) and (6) apply, the withdrawal period ends on the later of the dates determined by those paragraphs.

(8) Paragraph (9) applies in a case where a timeshare contract and a related exchange contract are offered to the consumer at the same time.

(9) The withdrawal period for both contracts is to be the one which would apply to the timeshare contract under this regulation.

(10) For the purposes of paragraph (8), an exchange contract is related to a timeshare contract if the exchange contract allows the consumer to give other persons access to benefits under the timeshare contract under a timeshare exchange system (see regulation 10(2)).

Effect of exercising right of withdrawal

22.—(1) This regulation applies if a consumer withdraws from a regulated contract by giving written notice of withdrawal to the trader under regulation 20.

(2) The following obligations of the parties are terminated with effect from the date the consumer sends the notice of withdrawal—

(a) their obligations under the regulated contract, and

(b) if the regulated contract is a timeshare contract or a long-term holiday product contract, their obligations under any ancillary contract.

(3) The reference to obligations in paragraph (2) includes, in the case of a long term holiday product contract, an obligation to pay any penalty or further instalments of the payment schedule (see regulation 26).

(4) The consumer is not liable for any costs or charges—

(a) in respect of the regulated contract, or

(b) if the regulated contract is a timeshare contract or a long-term holiday product contract, in respect of any ancillary contract.

(5) The reference to costs and charges in paragraph (4) includes any costs or charges corresponding to services provided under a contract before withdrawal.

(6) "Ancillary contract", in relation to a timeshare contract or long-term holiday product contract ("the main contract"), means a contract under which the consumer acquires services which are related to the main contract and which are provided by—

(a) the trader, or

(b) a third party on the basis of an arrangement between the third party and the trader.

(7) An exchange contract which is related to a timeshare contract (see regulation 21(10)), is an ancillary contract in relation to the timeshare contract for the purposes of paragraph (6).

Automatic termination of credit agreement

23.—(1) This regulation applies if a consumer withdraws from a regulated contract by giving written notice of withdrawal to the trader under regulation 20.

(2) Any related credit agreement is automatically terminated at no cost to the consumer.

(3) If the trader is not also the creditor under the related credit agreement, the trader must, on receipt of the notice of withdrawal, without delay inform the creditor that the notice has been received.

(4) A credit agreement is related to a regulated contract if it is an agreement under which credit which fully or partly covers any payment under the regulated contract is granted to the consumer by—

(a) the trader, or

(b) a third party on the basis of an arrangement between the third party and the trader.

Termination of long-term holiday product contracts

24.—(1) A consumer who is party to a regulated contract that is a long-term holiday product contract may terminate the contract in accordance with this regulation without incurring any penalty.

(2) The consumer may terminate the contract by giving notice of termination to the trader no later than 14 days after any day on which the consumer receives a request for payment of an instalment under regulation 26(4).

(3) The right to terminate the contract under this regulation does not affect any other right available to the consumer to terminate or withdraw from the contract.

(4) The reference to "instalment" in paragraph (2) does not include the first instalment.

PART 6

PAYMENTS

Advance consideration

25.—(1) This regulation makes provision about when consideration may be accepted in relation to regulated contracts.

(2) Paragraph (3) applies in relation to a timeshare contract, long-term holiday product contract or exchange contract.

(3) No person may accept any consideration from the consumer before the end of the withdrawal period in relation to the contract (see regulation 21).

(4) Paragraph (5) applies in relation to a resale contract, the subject of which is rights under a timeshare contract or long-term holiday product contract.

(5) No person may accept any consideration from the consumer before—

(a) the sale of those rights takes place, or

(b) the contract is otherwise terminated.

(6) For the purposes of this regulation "consideration" includes any of the following—

(a) payments,

(b) guarantees,

(c) reservations of money on account,

(d) acknowledgements of debt.

(7) A person who contravenes paragraph (3) or (5) commits an offence.

Payment schedule: long-term holiday product contracts

26.—(1) A trader must not accept any payment in respect of a regulated contract that is a long-term holiday product contract unless the payment is made in accordance with a schedule which complies with the requirements of this regulation.

(2) The schedule must provide for all payments under the contract (including any membership fee) to be divided into yearly instalments of equal value, taking into account the duration of the contract.

(3) The schedule must be prepared by the trader and provided to the consumer.

(4) The trader must send a request for payment in writing to the consumer at least 14 days before a payment of an instalment becomes due under the schedule.

(5) A trader who contravenes paragraph (1) or (4) commits an offence.

PART 7

OFFENCES: PENALTIES ETC

Penalties for offences

27. A person guilty of an offence under the preceding provisions of these Regulations is liable—

(a) on summary conviction, to a fine not exceeding the statutory maximum, or

(b) on conviction on indictment, to a fine.

Offences committed by bodies of persons

28.—(1) Paragraph (2) applies where an offence under these Regulations committed by a body corporate is proved—

(a) to have been committed with the consent or connivance of an officer of the body, or

(b) to be attributable to any neglect on the officer's part.

(2) The officer (as well as the body corporate) is guilty of the offence and liable to be proceeded against and punished accordingly.

(3) In paragraphs (1) and (2) each reference to an officer of the body corporate includes a reference to—

(a) a director, manager, secretary or other similar officer;

(b) a person purporting to act as a director, manager, secretary of other similar officer;

(c) in a case where the affairs of the body are managed by its members, a member.

(4) Paragraph (5) applies where an offence under these Regulations committed by a Scottish partnership is proved—

(a) to have been committed with the consent or connivance of a partner, or

(b) to be attributable to any neglect on that partner's part.

(5) The partner as well as the partnership is guilty of the offence and liable to be proceeded against and punished accordingly.

(6) In paragraphs (4) and (5) each reference to a partner includes a reference to a person purporting to act as a partner.

Offences due to the default of another person

29.—(1) This regulation applies where a person ("X")—

(a) commits an offence under the preceding provisions of these Regulations, or

(b) would have committed such an offence but for a defence under regulations 30 (due diligence) or 31 (innocent publication of advertisement),

and the commission of the offence, or what would have been an offence but for the defence under regulations 30 or 31, is due to the act or default of another person ("Y").

(2) Y is guilty of the offence (subject to regulations 30 and 31), whether or not Y is a trader.

(3) Y may be charged with and convicted of the offence by virtue of paragraph (2), whether or not proceedings are taken against X.

Due diligence defence

30.—(1) In proceedings against a person for an offence under the preceding provisions of these Regulations it is a defence for the person to show that all reasonable steps were taken and all due diligence exercised to avoid committing the offence.

(2) This is subject to the following provisions of this regulation.

(3) Paragraph (4) applies where, in proceedings against any person ("the defendant") for such an offence, the defence provided by paragraph (1) involves an allegation that the commission of the offence was due to—

(a) the act or default of another, or

(b) reliance on information given by another.

(4) The defendant is not, without the leave of the court, entitled to rely on the defence unless the defendant has served a notice under paragraph (5) on the person bringing the proceedings no later than the day which is 8 days before—

(a) the hearing of the proceedings or,

(b) in Scotland, the diet of the trial.

(5) A notice under this paragraph must give such information identifying or assisting in the identification of the person who committed the act or default, or gave the information, as is in the possession of the defendant at the time the notice is served.

(6) A person is not entitled to rely on the defence provided by paragraph (1) by reason of reliance on information supplied by another, unless the person shows that it was reasonable, in all the circumstances to have relied on the information having regard in particular to—

(a) the steps which the person took, and those which might reasonably have been taken, for the purpose of verifying the information, and

(b) whether the person had any reason not to believe the information.

Innocent publication of advertisement defence

31.—(1) In proceedings against a person for an offence under regulation 14(5) committed by the publication of an advertisement it shall be a defence for the person to show that—

(a) it is the person's business to publish or to arrange for the publication of advertisements,

(b) the person received the advertisement for publication in the ordinary course of business, and

(c) the person did not know and had no reason to suspect that its publication would amount to an offence under regulation 14(5).

PART 8

ENFORCEMENT

Enforcement authorities

32.—(1) "Enforcement authority" means—

(a) a local weights and measures authority in Great Britain (within the meaning of section 69 of the Weights and Measures Act 1985(**a**));

(b) the Department of Enterprise Trade and Investment in Northern Ireland.

(2) An enforcement authority in Great Britain must enforce these Regulations within its area.

(3) The enforcement authority in Northern Ireland must enforce these Regulations within Northern Ireland.

(4) Nothing in this regulation authorises any enforcement authority to bring proceedings in Scotland for an offence under these Regulations.

Powers of officers

33.—(1) Paragraph (2) applies if a duly authorised officer of an enforcement authority has reasonable cause to suspect that an offence under the preceding provisions of these Regulations has been committed.

(2) The officer may, for the purpose of ascertaining whether the offence has been committed, require a trader to produce any document relating to the trader's business and take copies of it or of any entry in it.

(3) If such an officer has reason to believe that any documents may be required as evidence in proceedings for such an offence, the officer may seize and detain them and must, if the officer does so, inform the person from whom they are seized.

(**a**) 1985 c. 72: section 69 was amended by Local Government (Wales) Act 1994 (c. 19), Schedule 16, paragraph 75, and the Local Government (Scotland) Act 1994 (c. 34), Schedule 13, paragraph 144.

(4) The powers in paragraphs (2) and (3) may only be exercised by an officer at a reasonable hour.

(5) In this regulation "document" includes information recorded in any form.

(6) The reference in paragraph (2) to the production of documents is, in the case of a document which contains information recorded otherwise than in legible form, a reference to the production of a copy of the information in legible form.

(7) Nothing in this regulation is to be construed as requiring a person to answer any question or give any information if to do so might incriminate that person.

(8) Nothing in this regulation gives any power to an officer of an enforcement authority to require any person to produce, or to seize from another person, a document to which paragraph (9) applies.

(9) This paragraph applies to any document which the other person would be entitled to refuse to produce—

(a) in proceedings in the High Court on the grounds of legal professional privilege, or

(b) (in Scotland) in proceedings in the Court of Session on the grounds of confidentiality of communications.

(10) In paragraph (9) "communications" means—

(a) communications between a professional legal adviser and his or her client, or

(b) communications made in connection with or in contemplation of legal proceedings and for the purposes of those proceedings.

Obstruction of authorised officers

34.—(1) A person commits an offence if the person—

(a) intentionally obstructs an officer of an enforcement authority acting in pursuance of these Regulations,

(b) intentionally fails to comply with any requirement properly made of the person by such an officer under regulation 33,

(c) without reasonable cause fails to give such an officer any other assistance or information which the officer may reasonably require of the person for the purpose of the officer's functions under these Regulations.

(2) A person guilty of an offence under paragraph (1) is liable on summary conviction to a fine not exceeding level 5 on the standard scale.

(3) A person commits an offence if the person, in giving information to an officer of an enforcement authority who is acting in pursuance of these Regulations—

(a) makes a statement which the person knows to be false in a material particular, or

(b) recklessly makes a statement which is false in a material particular.

(4) A person guilty of an office under paragraph (3) is liable—

(a) on summary conviction to a fine not exceeding level 5 on the standard scale, or

(b) on conviction on indictment, to a fine.

Civil proceedings

35.—(1) The obligation to comply with regulation 12(1) is a duty owed by the trader who proposes to enter into a regulated contract to any person with whom the trader is required to provide with information under that provision.

(2) The obligation to comply with Regulations 15(1), 16(1), 17(1) and 18(2) is, in each case, a duty owed by the trader who enters into a regulated contract to the consumer.

(3) The obligation to comply with regulation 23(3) is a duty owed by the trader who enters into a regulated contract to the creditor under a related credit agreement.

(4) A contravention of any of the obligations mentioned in paragraphs (1) to (3) is to be actionable accordingly.

(5) Liability by virtue of paragraphs (1) to (3) is not to be limited or excluded by any contractual term, by any notice or by any other provision.

PART 9

SUPPLEMENTARY

Repeals, revocations, amendments and transitional and savings provisions

36.—(1) The Timeshare Act 1992(**a**) is repealed.

(2) The following are revoked—

(a) the Timeshare Regulations 1997(**b**),

(b) the Timeshare Act 1992 (Amendment) Regulations 2003(**c**).

(3) Schedule 6 (which contains consequential amendments) has effect.

(4) Schedule 7 (which contains savings provision) has effect.

(5) Schedule 8 (which contains repeals and revocations) has effect.

Application of the Package Travel, Package Holidays and Package Tours Regulations 1992

37. Nothing in these Regulations affects the application of the Package Travel, Package Holidays and Package Tours Regulations 1992(**d**) to regulated contracts falling within the scope of those Regulations.

Edward Davey
Minister for Employment Relations, Consumer and Postal Affairs
Department for Business, Innovation and Skills

11th December 2010

SCHEDULE 1

Regulation 13(2)(a)

Standard Information Form for Timeshare contracts

Part 1

Identity, place of residence and legal status of the trader(s) which will be party to the contract:
Short description of the product (e.g. description of the immovable property): Exact nature and content of the right(s):
Exact period within which the right which is the subject of the contract may be exercised and, if necessary, its duration:

(**a**) 1992 c. 35.
(**b**) S.I. 1997/1081 as amended by S.I. 2003/1398.
(**c**) S.I. 2003/1922.
(**d**) S.I. 1992/3288 as amended by S.I. 1995/1208.

Date on which the consumer may start to exercise the contractual right: If the contract concerns a specific property under construction, date when the accommodation and services/facilities will be completed/available:
Price to be paid by the consumer for acquiring the right(s): Outline of additional obligatory costs imposed under the contract; type of costs and indication of amounts (e.g. annual fees, other recurrent fees, special levies, local taxes):
A summary of key services available to the consumer (e.g. electricity, water, maintenance, refuse collection) and an indication of the amount to be paid by the consumer for such services: A summary of facilities available to the consumer (e.g. swimming pool or sauna): Are these facilities included in the costs indicated above? If not, specify what is included and what has to be paid for:
Is it possible to join an exchange scheme? If yes, specify the name of the exchange scheme: Indication of costs for membership/exchange:
Has the trader signed a code/codes of conduct and, if yes, where can it/they be found?

Part 2

General information: -The consumer has the right to withdraw from this contract without giving any reason within 14 days from the conclusion of the contract or receipt of the contract if that takes place later. -During this withdrawal period, any advance payment by the consumer is prohibited. The prohibition concerns any consideration, including payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt etc. It includes not only payment to the trader, but also to third parties. -The consumer shall not bear any costs or obligations other than those specified in the contract. -In accordance with international private law, the contract may be governed by a law other than the law of the Member State in which the consumer is resident or is habitually domiciled and possible disputes may be referred to courts other than those of the Member State in which the consumer is resident or is habitually domiciled. Signature of the consumer:

Part 3

Additional information to which the consumer is entitled and where it can be obtained specifically (for instance, under which chapter of a general brochure) if not provided below:

1. INFORMATION ABOUT THE RIGHTS ACQUIRED

- conditions governing the exercise of the right which is the subject of the contract within the territory of the Member States(s) in which the property or properties concerned are situated and information on whether those conditions have been fulfilled or, if they have not, what conditions remain to be fulfilled,

- where the contract provides rights to occupy accommodation to be selected from a pool of accommodation, information on restrictions on the consumer's ability to use any accommodation in the pool at any time.

2. INFORMATION ON THE PROPERTIES

- where the contract concerns a specific immovable property, an accurate and detailed description of that property and its location; where the contract concerns a number of properties (multi-resorts), an appropriate description of the properties and their location; where the contract concerns accommodation other than immovable property, an appropriate description of the accommodation and the facilities,

-the services (e.g. electricity, water, maintenance, refuse collection) to which the consumer has or will have access to and under what conditions,

- where applicable, the common facilities, such as swimming pool, sauna, etc., to which the consumer has or may have access and under what conditions.

3. ADDITIONAL REQUIREMENTS FOR ACCOMMODATION UNDER CONSTRUCTION (where applicable)

-the state of completion of the accommodation and of the services rendering the accommodation fully operational (gas, electricity, water and telephone connections) and any facilities to which the consumer will have access,

- the deadline for completion of the accommodation and of the services rendering it fully operational (gas, electricity, water and telephone connections) and a reasonable estimate of the deadline for the completion of any facilities to which the consumer will have access,

- the number of the building permit and the name(s) and full address(es) of the competent authority or authorities,

- a guarantee regarding completion of the accommodation or a guarantee regarding reimbursement of any payment made if the accommodation is not completed and, where appropriate, the conditions governing the operation of such guarantees.

4. INFORMATION ON THE COSTS

- an accurate and appropriate description of all costs associated with the timeshare contract; how these costs will be allocated to the consumer and how and when such costs may be increased; the method for the calculation of the amount of charges relating to occupation of the property, the mandatory statutory charges (for example, taxes and fees) and the administrative overheads (for

example, management, maintenance and repairs),

- where applicable, information on whether there are any charges, mortgages, encumbrances or any other liens recorded against title to the accommodation.

5. INFORMATION ON TERMINATION OF THE CONTRACT

-where appropriate, information on the arrangements for the termination of ancillary contracts and the consequences of such termination,

-conditions for terminating the contract, the consequences of termination, and information on any liability of the consumer for any costs which might result from such termination.

6. ADDITIONAL INFORMATION

-information on how maintenance and repairs of the property and its administration and management are arranged, including whether and how consumers may influence and participate in the decisions regarding these issues,

-information on whether or not it is possible to join a system for the resale of the contractual rights, information about the relevant system and an indication of costs related to resale through this system,

-indication of the language(s) available for communication with the trader in relation to the contract, for instance in relation to management decisions, increase of costs and the handling of queries and complaints,

-where applicable, the possibility for out-of-court dispute resolution.

Acknowledgement of receipt of information:

Signature of the consumer:

SCHEDULE 2

Regulation 13(2)(b)

Standard Information Form for Long-Term Holiday Product Contracts

Part 1

Identity, place of residence and legal status of the trader(s) which will be party to the contract:
Short description of the product: Exact nature and content of the right(s):
Exact period within which the right which is the subject of the contract may be exercised and, if necessary, its duration: Date on which the consumer may start to exercise the contractual right:
Price to be paid by the consumer for acquiring the right(s), including any recurring costs the

consumer can expect to incur resulting from the right to obtain access to the accommodation, travel and any related products or services as specified: The staggered payment schedule setting out equal amounts of instalments of this price for each year of the length of the contract and the dates on which they are due to be paid: After year 1, subsequent amounts may be adjusted to ensure that the real value of those instalments is maintained, for instance to take account of inflation. Outline of additional obligatory costs imposed under the contract; type of costs and indication of amounts (e.g. annual membership fees):
A summary of key services available to the consumer (e.g. discounted hotel stays and flights): Are they included in the costs indicated above? If not, specify what is included and what has to be paid for (e.g. three-night stay included in annual membership fee, all other accommodation must be paid for separately):
Has the trader signed a code/codes of conduct and, if yes, where can it/they be found?

Part 2

General information:

-The consumer has the right to withdraw from this contract without giving any reason within 14 days from the conclusion of the contract or receipt of the contract if that takes place later.

- During this withdrawal period, any advance payment by the consumer is prohibited. The prohibition concerns any consideration, including payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt etc. It includes not only payment to the trader, but also to third parties.

- The consumer has the right to terminate the contact without incurring any penalty by giving notice to the trader within 14 days of receiving the request for payment for each annual instalment.

- The consumer shall not bear any costs or obligations other than those specified in the contract.

- In accordance with international private law, the contract may be governed by a law other than the law of the Member State in which the consumer is resident or is habitually domiciled and possible disputes may be referred to courts other than those of the Member State in which the consumer is resident or is habitually domiciled.

Signature of the consumer:

Part 3

Additional information to which the consumer is entitled and where it can be obtained specifically (for instance, under which chapter of a general brochure) if not provided below: 1. INFORMATION ABOUT THE RIGHTS ACQUIRED - an appropriate and correct description of discounts available for future bookings, illustrated by a set of examples of recent offers, - information on the restrictions on the consumer's ability to use the rights, such as limited availability or offers provided on a first-come-first-served basis, time limits on particular promotions and special discounts. 2. INFORMATION ON THE TERMINATION OF THE CONTRACT -where appropriate, information on the arrangements for the termination of ancillary contracts and the consequences of such termination; - conditions for terminating the contract, the consequences of termination, and information on any liability of the consumer for any costs which might result from such termination. 3. ADDITIONAL INFORMATION - indication of the language(s) available for communication with the trader in relation to the contract, for instance in relation to the handling of queries and complaints, - where applicable, the possibility for out-of-court dispute resolution.

Acknowledgement of receipt of information:

Signature of the consumer:

SCHEDULE 3

Regulation 13(2)(c)

Standard Information Form for Resale Contracts

Part 1

Identity, place of residence and legal status of the trader(s) which will be party to the contract:
Short description of the services (e.g. marketing):
Duration of the contract:
Price to be paid by the consumer for acquiring the services: Outline of additional obligatory costs imposed under the contact; type of costs and indication of amounts (e.g. local taxes, notary fees, cost of advertising):
Has the trader signed a code/codes of conduct and, if yes, where can it/they be found?

Part 2

General information: - The consumer has the right to withdraw from this contract without giving any reason within 14 days from the conclusion of the contract or receipt of the contract if that takes place later. - Any advance payment by the consumer is prohibited until the actual sale has taken place or resale contract otherwise is terminated. The prohibition concerns any consideration, including payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt etc. It includes not only payment to the trader, but also to third parties. - The consumer shall not bear any costs or obligations other than those specified in the contract. - In accordance with international private law, the contract may be governed by a law other than the law of the Member State in which the consumer is resident or is habitually domiciled and possible disputes may be referred to courts other than those of the Member State in which the consumer is resident or is habitually domiciled. Signature of the consumer:

Part 3

Additional information to which the consumer is entitled and where it can be obtained specifically (for instance, under which chapter of a general brochure) if not provided below: - conditions for terminating the contract, the consequences of termination, and information on any liability of the consumer for any costs which might result from such termination, - indication of the language(s) available for communication with the trader in relation to the contract, for instance in relation to the handling of queries and complaints, - where applicable, the possibility for out-of-court dispute resolution.

Acknowledgement of receipt of information:

Signature of the consumer:

SCHEDULE 4

Regulation 13(2)(d)

Standard Information Form for Exchange Contracts

Part 1

Identity, place of residence and legal status of the trader(s) which will be party to the contract:
Short description of the product: Exact nature and content of the right(s):
Exact period within which the right which is the subject of the contract may be exercised and, if

necessary, its duration: Date on which the consumer may start to exercise the contractual right:
Price to be paid by the consumer for the exchange membership fees: Outline of additional obligatory costs imposed under the contract; type of costs and indication of amounts (e.g. renewal fees, other recurrent fees, special levies, local taxes):
A summary of key services available to the consumer: Are they included in the costs indicated above? If not, specify what is included and what has to be paid for (type of costs and indication of amounts; e.g. an estimate of the price to be paid for individual exchange transactions, including any additional charges):
Has the trader signed a code/codes of conduct and, if yes, where can it/they be found?

Part 2

General information:

- The consumer has the right to withdraw from this contract without giving any reason within 14 days from the conclusion of the contract or receipt of the contract if that takes place later. In cases where the exchange contract is offered together with and at the same time as the timeshare contract, only a single withdrawal period shall apply to both contracts.

- During this withdrawal period, any advance payment by the consumer is prohibited. The prohibition concerns any consideration, including payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt etc. It includes not only payment to the trader, but also to third parties.

- The consumer shall not bear any costs or obligations other than those specified in the contract.

- In accordance with international private law, the contract may be governed by the law other than the law of the Member State in which the consumer is resident or is habitually domiciled and possible disputes may be referred to courts other than those of the Member State in which the consumer is resident or habitually domiciled.

Signature of the consumer:

Part 3

Additional information to which the consumer is entitled and where it can be obtained specifically (for instance, under which chapter of a general brochure) if not provided below:

1. INFORMATION ABOUT THE RIGHTS ACQUIRED

- explanation of how the exchange system works; the possibilities and modalities for exchange; an indication of the value allotted to the consumer's timeshare in the exchange system and a set of

examples of concrete exchange possibilities,

- an indication of the number of resorts available and the number of members in the exchange system, including any limitations on the availability of particular accommodation selected by the consumer, for example, as a result of peak periods of demand, the potential need to book a long time in advance, and indications of any restrictions on the choice resulting from the timeshare rights deposited into the exchange system by the consumer.

2. INFORMATION ON THE PROPERTIES

- a brief and appropriate description of the properties and their location; where the contract concerns accommodation other than immovable property, an appropriate description of the accommodation and the facilities; description of where the consumer can obtain further information.

3. INFORMATION ON THE COSTS

- information on the obligation on the trader to provide details before an exchange is arranged, in respect of each proposed exchange, of any additional charges for which the consumer is liable in respect of the exchange.

4. INFORMATION ON THE TERMINATION OF THE CONTRACT

- where appropriate, information on the arrangements for the termination of ancillary contracts and the consequences of such termination;

- conditions for terminating the contract, the consequences of termination, and information on any liability of the consumer for any costs which might result from such termination.

5. ADDITIONAL INFORMATION

- indication of the language(s) available for communication with the trader in relation to the contract, for instance in relation to the handling of queries and complaints,

- where applicable, the possibility for out-of-court dispute resolution.

Acknowledgement of receipt of information:

Signature of the consumer:

SCHEDULE 5

Regulation 15(7)

Separate Standard Withdrawal Form to facilitate the Right of Withdrawal

Right of withdrawal

The consumer has the right to withdraw from this contract within 14 days without giving any reason.

The right of withdrawal starts from…….(to be filled in by the trader before providing the form to the consumer).

Where the consumer has not received this form, the withdrawal period starts when the consumer

has received this form, but expires in any case after one year and 14 days.

Where the consumer has not received all the required information, the withdrawal period starts when the consumer has received that information, but expires in any case after three months and 14 days.

To exercise the right of withdrawal, the consumer shall notify the trader using the name and address indicated below by using a durable medium (e.g. written letter sent by post, e-mail). The consumer may use this form, but it is not obligatory.

Where the consumer exercises the right of withdrawal, the consumer shall not be liable for any costs.

In addition to the right of withdrawal, national contract law rules may provide for consumer rights, e.g. to terminate the contract in case of omission of information.

Ban on advance payment

During the withdrawal period any advance payment by the consumer is prohibited. The prohibition concerns any consideration, including payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt, etc.

It includes not only payment to the trader, but also to third parties.

Notice of withdrawal

- To (Name and address of the trader) (*):

- I/We (**) herby give notice that I/We (**) withdraw from the contract,

- Date of conclusion of contract (*):

- Name(s) of consumer(s) (***):

- Address(es) of consumer(s) (***):

- Signature(s) of consumer(s) (only if this form is notified on paper) (***):

- Date (***):

(*) To be filled in by the trader before providing the form to the consumer.
(**) Delete as appropriate.
(***) To be filled in by the consumer(s) where this form is used to withdraw from the contract.

Acknowledgement of receipt of information:

Signature of the consumer:

SCHEDULE 6

Regulation 36(3)

Consequential Amendments

Local Government Finance Act 1988

1.—(1) The Local Government Finance Act 1988(**a**) is amended as follows.

(2) In section 66 (domestic property), in subsection (2E), for the words from "timeshare accommodation" to the end substitute "overnight accommodation which is the subject of a timeshare contract within the meaning of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010.".

Criminal Justice and Police Act 2001

2.—(1) The Criminal Justice and Police Act 2001(**b**)is amended as follows.

(2) In section 65 (meaning of "legal privilege")—

(a) in subsection (6)—

(i) for "sub-paragraph (2) of paragraph 3 of Schedule 2 to the Timeshare Act 1992" substitute "regulation 32(3) of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010";

(ii) for "sub-paragraph (4) of that paragraph" substitute "regulation 32(8) of those Regulations";

(b) for subsection (9)(c) substitute—

"(c) regulation 32(3) of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010,".

(3) In section 66 (general interpretation of Part 2)(**c**)—

(a) omit subsection (4)(m);

(b) after subsection (4)(r) insert—

"(s) regulation 32 of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010 (powers of officers of enforcement authorities).".

(4) In Part 1 of Schedule 1 (powers to which section 50 applies)(**d**)—

(a) omit paragraph 56;

(b) after paragraph 73M insert—

"**73N Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010**

The power of seizure conferred by regulation 32(3) of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010 (powers of officers of enforcement authorities).".

Enterprise Act 2002

3.—(1) The Enterprise Act 2002(**e**)is amended as follows.

(2) In Part 1 of Schedule 13 (listed Directives and Regulations)—

(a) omit paragraph 6 (Directive 94/47/EC concerning timeshare contracts);

(b) after paragraph 9D insert—

(**a**) 1988 c.41; section 66 was amended by S.I. 1993/542, article 2(b).
(**b**) 2001 c.16.
(**c**) Section 66(4) was amended by S.I. 2008/1277, Schedule 2, paragraph 63.
(**d**) Schedule 1 was amended by the Cluster Munitions (Prohibitions) Act 2010, Schedule 3, paragraph 1.
(**e**) 2002 c.40; Schedule 13 was amended by S.I. 2010/1010, regulation 46(b).

"**9E** Directive 2008/122/EC of the European Parliament and of the Council of 14 January 2009 on the protection of consumers in respect of certain aspects of timeshare, long-term holiday product, resale and exchange contracts.".

(3) In Schedule 14 (specified functions) omit "Timeshare Act 1992.".

(4) In Schedule 15 (enactments conferring functions) omit "Timeshare Act 1992.".

Regulatory Enforcement and Sanctions Act 2008

4.—(1) The Regulatory Enforcement and Sanctions Act 2008(**a**) is amended as follows.

(2) In Schedule 3 (enactments specified for the purposes of Part 1) omit "Timeshare Act 1992".

(3) In Schedule 6 (enactments specified for the purposes of orders under Part 3) omit "Timeshare Act 1992".

Consumer Credit (Agreements) Regulations 1983

5.—(1) The Consumer Credit (Agreements) Regulations 1983(**b**) are amended as follows.

(2) For paragraph 23 in Schedule 1 substitute—

"23. Agreements that cannot be cancelled by the debtor under the Act, the Financial Services (Distance Marketing) Regulations 2004 or the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010.	(3) A statement that the debtor has no right to cancel the agreement under the Consumer Credit Act 1974, the Financial Services (Distance Marketing) Regulations 2004 or the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010."

Consumer Protection (Distance Selling) Regulations 2000

6.—(1) In the Consumer Protection (Distance Selling) Regulations 2000(**c**), in regulation 6 (contracts to which only part of these Regulations apply), for paragraph (1), substitute—

"**6.**—(1) Regulations 7 to 20 shall not apply to a contract which is a regulated contract within the meaning of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010.".

Financial Services and Markets Act 2000 (Regulated Activities) Order 2001

7.—(1) The Financial Services and Markets Act 2000 (Regulated Activities) Order 2001(**d**) is amended as follows.

(2) In article 61 (regulated mortgage contracts), for paragraph (4)(d), substitute—

"(d) "timeshare accommodation" means overnight accommodation which is the subject of a timeshare contract within the meaning of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010.".

(3) In article 63J (entering into and administering regulated sale and rent back agreements) for paragraph (4)(b) substitute—

"(b) "timeshare accommodation" means overnight accommodation which is the subject of a timeshare contract within the meaning of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010; and".

(**a**) 2008 c.13.
(**b**) S.I. 1983/1553, amended by S.I.2004/1482; there are other amending instruments but none is relevant to these Regulations.
(**c**) S.I. 2000/2334, to which there are amendments not relevant to these Regulations.
(**d**) S.I. 2001/544; relevant amending instruments are SI 2001/3544, SI 2006/2383 and SI 2009/1342.

Financial Services and Markets Act 2000 (Collective Investment Schemes) Order 2001

8.—(1) The Financial Services and Markets Act 2000 (Collective Investment Schemes) Order 2001(**a**) is amended as follows.

(2) In article 2 (interpretation)—

(a) after the definition of "individual pension account" insert—

"long-term holiday product contract" has the meaning given by regulation 8 of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010;"; and

(b) for the definition of "timeshare rights" substitute—

"timeshare contract" has the meaning given by regulation 7 of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010.".

(3) In the Schedule (arrangements not amounting to a collective investment scheme), for paragraph 13 substitute—

"**13. Timeshare and long-term holiday product schemes**

Arrangements do not amount to a collective investment scheme if the rights or interests of the participants are rights under a timeshare contract or a long-term holiday product contract.".

Enterprise Act 2002 (Part 8 Community Infringements Specified UK Laws) Order 2003

9. In the Enterprise Act 2002 (Part 8 Community Infringements Specified UK Laws) Order 2003(**b**), in the Schedule (listed Directives),—

(a) omit the entry for Directive 94/47/EC of the European Parliament and of the Council of 26 October 1994 on the protection of purchasers in respect of certain aspects of contracts relating to the purchase of the right to use immovable properties on a timeshare basis(**c**);

(b) after the entry for Directive 2008/48/EC insert—

"Directive 2008/122/EC of the European Parliament and of the Council of 14 January 2009 on the protection of consumers in respect of certain aspects of timeshare, long-term holiday product, resale and exchange contracts	Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010"

Enterprise Act 2002 (Part 8 Notice to OFT of Intended Prosecution, Specified Enactments, Revocation and Transitional Provision) Order 2003

10. In the Enterprise Act 2002 (Part 8 Notice to OFT of Intended Prosecution, Specified Enactments, Revocation and Transitional Provision) Order 2003(**d**), in the Schedule, for the entry for the Timeshare Act 1992, substitute—

"Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010	All offences under those Regulations"

Enterprise Act 2002 (Part 8 Domestic Infringements) Order 2003

11. In the Enterprise Act 2002 (Part 8 Domestic Infringements) Order 2003(**e**), in the Schedule (specified acts or omissions), omit the entry for the Timeshare Act 1992.

(**a**) S.I 2001/1062, to which there are amendments not relevant to these Regulations.
(**b**) S.I. 2003/1374, amended by S.I. 2010/1010; there are other amending instruments but none is relevant.
(**c**) O.J. L 280, 29.10.1994, p. 83.
(**d**) S.I. 2003/1376, to which there are amendments not relevant to these Regulations.
(**e**) S.I. 2003/1593, to which there are amendments not relevant to these Regulations.

Enterprise Act 2002 (Part 9 Restrictions on Disclosure of Information) (Amendment and Specification) Order 2003

12.—(1) The Enterprise Act 2002 (Part 9 Restrictions on Disclosure of Information) (Amendment and Specification) Order 2003(**a**) is amended as follows.

(2) In Schedule 3 after the entry for the Business Protection from Misleading Marketing Regulations 2008 insert "Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010.".

(3) In Schedule 4 after the entry for the Business Protection from Misleading Marketing Regulations 2008 insert "Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010.".

Financial Services (Distance Marketing) Regulations 2004

13. In the Financial Services (Distance Marketing) Regulations 2004(**b**), in regulation 11 (exemptions to the right to cancel), for paragraph (1)(f) substitute—

"(f) a credit agreement cancelled under regulation 23 of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010 (automatic termination of credit agreement);".

Legislative and Regulatory Reform (Regulatory Functions) Order 2007

14. In the Legislative and Regulatory Reform (Regulatory Functions) Order 2007(**c**), in the Schedule, in Part 3 under the heading "Consumer and business protection"—

(a) omit "Timeshare Act 1992";

(b) after the entry for Cosmetic Products (Safety) Regulations 2008, insert—

"Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010".

Co-ordination of Regulatory Enforcement (Regulatory Functions in Scotland and Northern Ireland) Order 2009

15.—(1) In the Co-ordination of Regulatory Enforcement (Regulatory Functions in Scotland and Northern Ireland) Order 2009(**d**), in Schedule 1 in Part 1, omit "Timeshare Act 1992".

SCHEDULE 7

Regulation 36(4)

Transitional and Savings Provisions

Enterprise Act 2002 (Part 8 Community Infringements Specified UK Laws) Order 2003

1.—(1) Despite paragraph 9(a) of Schedule 6, an act or omission to which sub-paragraph (2) applies is to continue to be a Community infringement under section 212 of the Enterprise Act 2002.

(2) This sub-paragraph applies to an act or omission which immediately before the date on which these Regulations come into force is a Community infringement under section 212 of the Enterprise Act 2002 by contravening the provisions of—

(a) Directive 94/47/EC of the European Parliament and of the Council of 26th October 1994 on the protection of purchasers in respect of certain contracts relating to the purchase of the right to use immovable properties on a timeshare basis; or

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(**a**) S.I. 2003/1400, as amended by SI 2008/1277; there are other amending instruments but none is relevant.
(**b**) S.I. 2004/2095 to which there are amendments not relevant to these Regulations.
(**c**) S.I. 2007/3544, amended by SI 2008/1284; there are other amending instruments but none is relevant.
(**d**) S.I. 2009/669.

(b) the Timeshare Act 1992 (not including its application to timeshare accommodation in caravans).

Enterprise Act 2002 (Part 8 Notice to OFT of Intended Prosecution, Specified Enactments, Revocation and Transitional Provision) Order 2003

2. Despite paragraph 10(2) of Schedule 6, section 230 of the Enterprise Act 2002 is to continue to apply in relation to an intention by a local weights and measures authority in England and Wales to start proceedings for an offence under the provisions of the Timeshare Act 1992.

Enterprise Act 2002 (Part 8 Domestic Infringements) Order 2003

3.—(1) Sub-paragraph (2) applies in relation to an act or omission which, immediately before the date on which these Regulations come into force, is a domestic infringement under section 211 of the Enterprise Act 2002 in respect of the provisions of the Timeshare Act 1992.

(2) Despite paragraph 11 of Schedule 6, the act or omission is to continue to be a domestic infringement under section 211 of the Enterprise Act 2002.

Disclosure of information

4.—(1) This paragraph applies in relation to information which, immediately before the date on which these Regulations come into force, was subject to the provisions of any enactment which permitted the disclosure of information for the purposes of any function under, or proceedings brought under or by virtue of the Timeshare Act 1992.

(2) Despite the repeal of such provisions by these Regulations, such disclosure is to continue to be permitted.

SCHEDULE 8

Regulation 36(5)

Repeals and Revocations

PART 1

Repeals

Short title	*Chapter*	*Extent of repeal.*
Timeshare Act 1992	c. 35	The whole Act.
Criminal Justice and Police Act 2001	c. 16	Section 66(4)(m). In Part 1 of Schedule 1 (powers to which section 50 applies), paragraph 56.
Enterprise Act 2002	c.40	In Schedule 13, paragraph 6. In Schedule 14, the words “Timeshare Act 1992”. In Schedule 15, the words “Timeshare Act 1992”.
Regulatory Enforcement and Sanctions Act 2008	c.13	In Schedule 3, the words “Timeshare Act 1992”. In Schedule 6, the words “Timeshare Act 1992”.

PART 2

Revocations

Title	*Reference*	*Extent of revocation*
The Timeshare Regulations 1997	S.I. 1997/1081	The entire Regulations.
Enterprise Act 2002 (Part 8 Community Infringements Specified UK Laws) Order 2003	S.I. 2003/1374	In the Schedule the entry for Directive 94/47/EC of the European Parliament and of the Council of 26 October 1994 on the protection of purchasers in respect of certain aspects of contracts relating to the purchase of the right to use immovable properties on a timeshare basis.
Enterprise Act 2002 (Part 8 Domestic Infringements) Order 2003	S.I. 2003/1593	In the Schedule the entry for the Timeshare Act 1992.
The Timeshare Act 1992 (Amendment) Regulations 2003	S.I. 2003/1922	The entire Regulations.
Legislative and Regulatory Reform (Regulatory Functions) Order 2007	S.I. 2007/3544	In Part 3 of the Schedule the words “Timeshare Act 1992”.
Co-ordination of Regulatory Enforcement (Regulatory Functions in Scotland and Northern Ireland) Order 2009	S.I. 2009/669	In Part 1 of the Schedule the words “Timeshare Act 1992”.

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations implement Directive 2008/122/EC of the European Parliament and of the Council on the protection of consumers in respect of certain aspects of timeshare, long-term holiday product, resale and exchange contracts (OJ No L 33, 3.2.2009 p10) ("the Directive").

Part 2 contains key definitions and describes the timeshare, long-term holiday product, resale and exchange contracts that are covered by these Regulations.

Part 3 sets out the requirements that must be complied with before a trader enters into a regulated contract with a consumer. This includes requirements relating to advertising and marketing and the information that must be provided to the consumer in good time before the contract is entered into.

Part 4 sets out requirements relating to the regulated contract, including obligations to draw the attention of the consumer to matters relating to the right to withdrawal and the prohibition on advance consideration. This Chapter also makes requirements as to the language of the contract.

Part 5 makes provisions relating to the termination of a regulated contract, including the consumer's right to withdraw from the contract without penalty during a 14 day withdrawal period.

Part 6 prohibits a trader from accepting payment from the consumer during the withdrawal period and makes provisions relating to the payment schedule for long-term holiday product contracts.

Part 7 sets out the penalties for offences under these Regulations. A person who fails to comply with regulations 12, 14, 15 or 17 may also commit an offence under Part 2 of the Consumer Protection from Unfair Trading Regulations 2008 (S.I. 2008/1277).

Part 8 places a duty to enforce the Regulations on local weights and measures authorities and the Department of Enterprise, Trade and Investment in Northern Ireland.

Part 9 repeals the Timeshare Act 1992 and revokes both the Timeshare Regulations 1997 (S.I. 1997/1081) and the Timeshare Act 1992 (Amendment) Regulations 2003 (S.I. 2003/1922).

Schedules 1 to 5 set out the standard information forms that the trader is required to use under these Regulations.

Schedule 6 makes consequential amendments. Paragraph 3 amends schedule 13 to the Enterprise Act 2002 so that contravention of the Directive can be enforced under that Act as a Community infringement.

Schedule 7 contains transitional and savings provisions.

Schedule 8 contains repeals and revocations.

A transposition note and an impact assessment of the effect that this instrument will have on the costs to business and the voluntary sector are available from the BIS website (www.bis.gov.uk). They are also annexed to the Explanatory Memorandum which is available alongside the instrument on the OPSI website (www.opsi.gov.uk). Copies have also been placed in the Libraries of both Houses of Parliament.

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