



Timeshare Act 1992

1992 CHAPTER 35

5 Right to cancel timeshare agreement

- (1) Where a person—
 - (a) has entered, or proposes to enter, into a timeshare agreement to which this Act applies as offeree, and
 - (b) has received the notice required under section 2 of this Act before entering into the agreement,

the agreement may not be enforced against him on or before the date specified in the notice in pursuance of subsection (2)(a) of that section and he may give notice of cancellation of the agreement to the offeror at any time on or before that date.
- (2) Subject to subsection (3) below, where a person who enters into a timeshare agreement to which this Act applies as offeree has not received the notice required under section 2 of this Act before entering into the agreement, the agreement may not be enforced against him and he may give notice of cancellation of the agreement to the offeror at any time.
- (3) If in a case falling within subsection (2) above the offeree affirms the agreement at any time after the expiry of the period of fourteen days beginning with the day on which the agreement is entered into—
 - (a) subsection (2) above does not prevent the agreement being enforced against him, and
 - (b) he may not at any subsequent time give notice of cancellation of the agreement to the offeror.
- (4) The offeree's giving, within the time allowed under this section, notice of cancellation of the agreement to the offeror at a time when the agreement has been entered into shall have the effect of cancelling the agreement.
- (5) The offeree's giving notice of cancellation of the agreement to the offeror before the agreement has been entered into shall have the effect of withdrawing any offer to enter into the agreement.
- (6) Where a timeshare agreement is cancelled under this section, then, subject to subsection (9) below—

Status: This is the original version (as it was originally enacted).

- (a) the agreement shall cease to be enforceable, and
 - (b) subsection (8) below shall apply.
- (7) Subsection (8) below shall also apply where giving a notice of cancellation has the effect of withdrawing an offer to enter into a timeshare agreement.
- (8) Where this subsection applies—
 - (a) any sum which the offeree has paid under or in contemplation of the agreement to the offeror, or to any person who is the offeror's agent for the purpose of receiving that sum, shall be recoverable from the offeror by the offeree and shall be due and payable at the time the notice of cancellation is given, but
 - (b) no sum may be recovered by or on behalf of the offeror from the offeree in respect of the agreement.
- (9) Where a timeshare agreement includes provision for providing credit for or in respect of the offeree, then, notwithstanding the giving of notice of cancellation under this section, so far as the agreement relates to repayment of the credit and payment of interest—
 - (a) it shall continue to be enforceable, subject section 7 of this Act, and
 - (b) the notice required under section 2 of this Act must also state that fact.