
STATUTORY INSTRUMENTS

2010 No. 2960

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

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);

“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(1).

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,

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

(1) 2000 c.8.

(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 or 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⁽²⁾);

(2) 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.

- (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.

(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 offence 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(3) is repealed.

(2) The following are revoked—

- (a) the Timeshare Regulations 1997(4),
- (b) the Timeshare Act 1992 (Amendment) Regulations 2003(5).

(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(6) to regulated contracts falling within the scope of those Regulations.

(3) 1992 c. 35.

(4) S.I. 1997/1081 as amended by S.I. 2003/1398.

(5) S.I. 2003/1922.

(6) S.I. 1992/3288 as amended by S.I. 1995/1208.

11th December 2010

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