
STATUTORY INSTRUMENTS

1997 No. 1081

The Timeshare Regulations 1997

Citation and commencement

1. These Regulations may be cited as the Timeshare Regulations 1997 and shall come into force on 29th April 1997.

Application of the 1992 Act

2.—(1) Section 1 (application of Act) of the Timeshare Act 1992⁽¹⁾ (“the 1992 Act”) is amended in accordance with paragraphs (2) to (8) below.

(2) In subsection (1)(a) (definition of “timeshare accommodation”) for “intermittent periods of short duration” there is substituted “a specified or ascertainable period of the year”.

(3) In subsection (3) (rights excluded from subsection (1)(b))—

(a) paragraph (a) (rights as the owner of shares or securities), and

(b) paragraph (c) (rights under a collective investment scheme) and the word “or” immediately preceding it,

are omitted.

(4) After subsection (3) there is inserted—

“(3A) For the purposes of sections 1A to 1E, 2(2A) and (2B), 3(3), 5A, 5B and 6A of this Act, subsection (1) above shall be construed as if in paragraph (b), after “become” there were inserted “, on payment of a global price,”.”

(5) For subsection (5) (definition of “timeshare credit agreement”) there is substituted—

“(5) In this Act “timeshare credit agreement” means an agreement, not being a timeshare agreement, under which credit which fully or partly covers the price under a timeshare agreement is granted—

(a) by the offeror, or

(b) by another person, under an arrangement between that person and the offeror;

and a person who grants credit under a timeshare credit agreement is in this Act referred to as “the creditor”.”

(6) Subsection (6) (agreement cancellable under section 67 of the Consumer Credit Act 1974⁽²⁾ is not a timeshare agreement or a timeshare credit agreement) shall cease to have effect.

(7) After subsection (6) there is inserted—

“(6A) No timeshare agreement or timeshare credit agreement to which this Act applies may be cancelled under section 67 of the Consumer Credit Act 1974.”

(8) After subsection (7) there is inserted—

“(7A) This Act also applies to any timeshare agreement if—

(1) 1992 c. 35.

(2) 1974 c. 39.

- (a) the relevant accommodation is situated in the United Kingdom, or
 - (b) when the agreement is entered into, the offeree is ordinarily resident in the United Kingdom and the relevant accommodation is situated in another EEA State.
- (7B) For the purposes of subsection (7A) above, “the relevant accommodation” means—
- (a) the accommodation which is the subject of the agreement, or
 - (b) some or all of the accommodation in the pool of accommodation which is the subject of the agreement,

as the case may be.”

- (9) In section 12(6) of the 1992 Act (definitions) after the definition of “credit” there is inserted—
- ““EEA State” means a State which is a Contracting Party to the Agreement on the European Economic Area signed at Oporto on 2nd May 1992 as adjusted by the Protocol signed at Brussels on 17th March 1993,”.

Obligation to provide information

- 3.—(1) After section 1 of the 1992 Act there is inserted—

“Obligations to provide information.

1A.—(1) A person who proposes in the course of a business to enter into a timeshare agreement to which this Act applies as offeror (an “operator”) must provide any person who requests information on the proposed accommodation with a document complying with subsection (2) below.

- (2) The document shall provide—
- (a) a general description of the proposed accommodation,
 - (b) information (which may be brief) on the matters referred to in paragraphs (a) to (g), (i) and (l) of Schedule 1 to this Act, and
 - (c) information on how further information may be obtained.
- (3) Where an operator—
- (a) provides a person with a document containing information on the proposed accommodation, and
 - (b) subsequently enters as offeror into a timeshare agreement to which this Act applies the subject of which is the proposed accommodation,

subsection (4) below applies.

- (4) If the offeree under the agreement is an individual who—
- (a) is not acting in the course of a business, and
 - (b) has received the document mentioned in subsection (3) above,

any information contained in that document which was, or would on request have been, required to be provided under section (2)(b) above shall be deemed to be a term of the agreement.

(5) If, in a case where subsection (4) above applies, a change in the information contained in the document is communicated to the offeree in writing before the timeshare agreement is entered into, the change shall be deemed for the purposes of this Act always to have been incorporated in the information contained in the document if—

- (a) the change arises from circumstances beyond the offeror’s control, or

- (b) the offeror and the offeree expressly agree to the change before entering into the timeshare agreement,
and the change is expressly mentioned in the timeshare agreement.
- (6) A person who contravenes subsection (1) above is guilty of an offence and liable—
 - (a) on summary conviction, to a fine not exceeding the statutory maximum, and
 - (b) on conviction on indictment, to a fine.
- (7) In this section “the proposed accommodation” means—
 - (a) the accommodation which is the subject of the proposed agreement, or
 - (b) the accommodation in the pool of accommodation which is the subject of the proposed agreement,
as the case may be.
- (8) This section only applies if—
 - (a) the accommodation which is the subject of the proposed agreement or agreement is accommodation in a building, or
 - (b) some or all of the accommodation in the pool of accommodation which is the subject of the proposed agreement or agreement is accommodation in a building,
as the case may be.”
- (2) The Schedule to the 1992 Act shall be numbered Schedule 2.
- (3) Before that Schedule there is inserted the Schedule set out in the Schedule to these Regulations.

Advertising of timeshare rights

4. After section 1A of the 1992 Act there is inserted—

“Advertising of timeshare rights.

1B.—(1) No person shall advertise timeshare rights in the course of a business unless the advertisement indicates the possibility of obtaining the document referred to in section 1A(1) of this Act and where it may be obtained.

- (2) A person who contravenes this section is guilty of an offence and liable—
 - (a) on summary conviction, to a fine not exceeding the statutory maximum, and
 - (b) on conviction on indictment, to a fine.
- (3) In proceedings against a person for an offence under this section it shall be a defence for that person to show that at the time when he advertised the timeshare rights—
 - (a) he did not know and had no reasonable cause to suspect that he was advertising timeshare rights, or
 - (b) he had reasonable cause to believe that the advertisement complied with the requirements of subsection (1) above.
- (4) This section only applies if—
 - (a) the timeshare accommodation concerned is, or appears from the advertisement to be, accommodation in a building, or
 - (b) some or all of the accommodation in the pool of accommodation concerned is, or appears from the advertisement to be, accommodation in a building,
as the case may be.”

Obligatory terms of timeshare agreement

5. After section 1B of the 1992 Act there is inserted—

“Obligatory terms of timeshare agreement.

1C.—(1) A person must not in the course of a business enter into a timeshare agreement to which this Act applies as offeror unless the agreement includes, as terms set out in it, the information referred to in Schedule 1 to this Act.

(2) If and to the extent that any information set out in an agreement in accordance with subsection (1) above is inconsistent with any term (the “deemed term”) which is deemed to be included in the agreement under section 1A(4) of this Act, the agreement shall be treated for all purposes of this Act as if the deemed term, and not that information, were set out and included in the agreement.

(3) A person who contravenes subsection (1) above is guilty of an offence and liable—

- (a) on summary conviction, to a fine not exceeding the statutory maximum, and
- (b) on conviction on indictment, to a fine.

(4) This section only applies if the offeree—

- (a) is an individual, and
- (b) is not acting in the course of a business.

(5) This section only applies if—

- (a) the accommodation which is the subject of the agreement is accommodation in a building, or
- (b) some or all of the accommodation in the pool of accommodation which is the subject of the agreement is accommodation in a building,

as the case may be.”

Form of agreement and language of brochure and agreement

6. After section 1C of the 1992 Act there is inserted—

“Form of agreement and language of brochure and agreement

1D.—(1) A person must not in the course of a business enter into a timeshare agreement to which this Act applies as offeror unless the agreement is in writing and complies with subsections (3) to (5) below, so far as applicable.

(2) A person who is required to provide a document under subsection (1) of section 1A of this Act contravenes that subsection if he does not provide a document which complies with subsections (3) and (4) below, so far as applicable.

(3) If the customer is resident in, or a national of, an EEA State, the agreement or document (as the case may be) must be drawn up in a language which is—

- (a) the language, or one of the languages, of the EEA State in which he is resident, or
- (b) the language, or one of the languages, of the EEA State of which he is a national,

and is an official language of an EEA State.

(4) If, in a case falling within subsection (3) above, there are two or more languages in which the agreement or document may be drawn up in compliance with that subsection and the customer nominates one of those languages, the agreement or document must be drawn up in the language he nominates.

- (5) If the offeree is resident in the United Kingdom and the agreement would not, apart from this subsection, be required to be drawn up in English, it must be drawn up in English (in addition to any other language in which it is drawn up).
- (6) A person who contravenes subsection (1) above is guilty of an offence and liable—
- (a) on summary conviction, to a fine not exceeding the statutory maximum, and
 - (b) on conviction on indictment, to a fine.
- (7) In this section “the customer” means—
- (a) for the purposes of subsection (1) above, the offeree, and
 - (b) for the purposes of subsection (2) above, the person to whom the document is required to be provided.
- (8) Subsection (1) above only applies if the offeree—
- (a) is an individual, and
 - (b) is not acting in the course of a business.
- (9) Subsection (1) above only applies if—
- (a) the accommodation which is the subject of the agreement is accommodation in a building, or
 - (b) some or all of the accommodation in the pool of accommodation which is the subject of the agreement is accommodation in a building,
- as the case may be.”

Translation of agreement

7. After section 1D of the 1992 Act there is inserted—

“Translation of agreement.

1E.—(1) A person must not in the course of a business enter into a timeshare agreement to which this Act applies as offeror unless he complies with subsection (2) below.

(2) If the timeshare accommodation which is the subject of the agreement, or any of the accommodation in the pool of accommodation which is the subject of the agreement, is situated in an EEA State, the offeror must provide the offeree with a certified translation of the agreement 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) Subsection (1) above does not apply if the agreement is drawn up in a language in which the translation is required or permitted to be made.

(5) A person who contravenes subsection (1) above is guilty of an offence and liable—

- (a) on summary conviction, to a fine not exceeding the statutory maximum, and
- (b) on conviction on indictment, to a fine.

(6) In this section “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.

(7) This section only applies if the offeree—

- (a) is an individual, and
- (b) is not acting in the course of a business.

(8) This section only applies if—

- (a) the accommodation which is the subject of the agreement is accommodation in a building, or
 - (b) some or all of the accommodation in the pool of accommodation which is the subject of the agreement is accommodation in a building.
- as the case may be.”

Obligation to give notice

8.—(1) After section 2(2) of the 1992 Act there is inserted—

“(2A) A notice under this section must state—

- (a) that if the offeree is an individual and gives a notice to the offeror as mentioned in subsection (2)(b) above, the notice will have the effect of cancelling any related timeshare credit agreement to which this Act applies, and
- (b) that “related timeshare credit agreement” means a timeshare credit agreement under which credit which fully or partly covers the price under the agreement is granted.

(2B) A notice under this section must state that if the offeree is an individual he may in exceptional circumstances have further rights to cancel the timeshare agreement in addition to those mentioned in subsection (2) above.”

(2) At the end of section 2 of the 1992 Act there is added—

“(4) Subsections (2A) and (2B) above only apply if—

- (a) the accommodation which is the subject of the timeshare agreement is accommodation in a building, or
- (b) some or all of the accommodation in the pool of accommodation which is the subject of the timeshare agreement is accommodation in a building,

as the case may be.”

(3) At the end of section 3 of the 1992 Act there is added—

“(3) A notice under this section must state that the agreement is a timeshare credit agreement for the purposes of this Act.”

Rights to cancel timeshare agreement

9.—(1) At the end of section 5(3)(b) of the 1992 Act (offeree who affirms agreement more than fourteen days after it is entered into may not subsequently give cancellation notice) there is inserted “under subsection (2) above”.

(2) In section 5(4) of the 1992 Act (notice of cancellation under section 5 has effect of cancelling agreement) after “section” there is inserted “or section 5A of this Act”.

(3) In section 5(5) of the 1992 Act (effect of giving notice of cancellation before agreement entered into) after “cancellation of the agreement” there is inserted “under this section”.

(4) In section 5(6) of the 1992 Act (effect of cancellation under section 5) after “this section” there is inserted “or section 5A of this Act”.

(5) In section 5(9) of the 1992 Act (enforceability after cancellation under section 5 of timeshare agreement which includes credit provisions) after “this section” there is inserted “or section 5A of this Act”.

(6) After section 5 of the 1992 Act there is inserted—

“Additional right to cancel timeshare agreement.

5A.—(1) If a timeshare agreement to which this Act applies does not include, as terms set out in it, the information referred to in paragraph (a), (b), (c), (d)(i), (d)(ii), (h), (i), (k), (l) and (m) of Schedule 1 to this Act, the agreement may not be enforced against the offeree before the end of the period of three months and ten days beginning with the day on which the agreement was entered into, and the offeree may give notice of cancellation of the agreement to the offeror at any time during that period.

(2) If the information referred to in subsection (1) above is provided to the offeree before the end of the period of three months beginning with the day on which the agreement was entered into—

(a) the offeree may give notice of cancellation of the agreement to the offeror at any time within the period of ten days beginning with the day on which the information is received by the offeree, but

(b) the offeree may not at any subsequent time give notice of cancellation of the agreement to the offeror under subsection (1) above.

(3) If the last day of the period referred to in subsection (1) above or the last day of the period of ten days referred to in subsection (2) above is a public holiday, the period concerned shall not end until the end of the first working day after the public holiday.

(4) The reference in subsection (1) above to a timeshare agreement to which this Act applies includes a reference to a binding preliminary agreement.

(5) This section only applies if the offeree—

(a) is an individual, and

(b) is not acting in the course of a business.

(6) This section only applies if—

(a) the accommodation which is the subject of the agreement is accommodation in a building, or

(b) some or all of the accommodation in the pool of accommodation which is the subject of the agreement is accommodation in a building,

as the case may be.”

Advance payments

10. After section 5A of the 1992 Act there is inserted—

“Advance payments.

5B.—(1) A person who enters, or proposes to enter, in the course of a business into a timeshare agreement to which this Act applies as offeror must not (either in person or through another person) request or accept from the offeree or proposed offeree any advance payment before the end of the period during which notice of cancellation of the agreement may be given under section 5 or 5A of this Act.

(2) A person who contravenes this section is guilty of an offence and liable—

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

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

(3) Subsection (1) above only applies if the offeree or proposed offeree—

(a) is an individual, and

(b) is not acting in the course of a business.

- (4) Subsection (1) above only applies if—
 - (a) the accommodation which is the subject of the agreement or proposed agreement is accommodation in a building, or
 - (b) some or all of the accommodation in the pool of accommodation which is the subject of the agreement or proposed agreement is accommodation in a building, as the case may be.”

Cancellation of timeshare credit agreement

11.—(1) For the sidenote to section 6 of the 1992 Act there is substituted “Right to cancel timeshare credit agreement by giving notice.”

(2) In section 6(5) of the 1992 Act (effect of cancellation of timeshare credit agreement under section 6) after “this section” there is inserted “or section 6A of this Act”.

(3) After section 6 of the 1992 Act there is inserted—

“Automatic cancellation of timeshare credit agreement.

6A.—(1) Where—

- (a) a notice of cancellation of a timeshare agreement is given under section 5 or 5A of this Act, and
- (b) the giving of the notice has the effect of cancelling the agreement,

the notice shall also have the effect of cancelling any related timeshare credit agreement to which this Act applies.

(2) Where a timeshare credit agreement is cancelled as mentioned in subsection (1) above, the offeror shall, if he is not the same person as the creditor under the related timeshare credit agreement, forthwith on receipt of the notice inform the creditor that the notice has been given.

(3) A timeshare credit agreement is related to a timeshare agreement for the purposes of this section if credit under the timeshare credit agreement fully or partly covers the price under the timeshare agreement.

(4) Subsection (1) above only applies if the offeree under the timeshare agreement concerned is an individual.

(5) Subsection (1) above only applies if—

- (a) the accommodation which is the subject of the timeshare agreement is accommodation in a building, or
- (b) some or all of the accommodation in the pool of accommodation which is the subject of the timeshare agreement is accommodation in a building,

as the case may be.”

Civil proceedings

12. After section 10 of the 1992 Act there is inserted—

“Civil proceedings.

10A.—(1) The obligation to comply with subsection (1) of section 1A of this Act shall be a duty owed by the person who proposes to enter into a timeshare agreement to any person whom he is required to provide with a document under that subsection and a contravention of the obligation shall be actionable accordingly.

(2) The obligation to comply with section 1C(1), 1D(1), and 1E(1) of this Act shall in each case be a duty owed by the person who enters into a timeshare agreement as offeror to the offeree and a contravention of the obligation shall be actionable accordingly.

(3) The obligation to comply with section 6A(2) of this Act shall be a duty owed by the offeror under the timeshare agreement to the creditor under the related timeshare credit agreement and a contravention of the obligation shall be actionable accordingly.”

Offences: supplementary provisions

13.—(1) In section 8(1) of the 1992 Act (defence of due diligence) for “2(3)” there is substituted “1A(6), 1B(2), 1C(3), 1D(6), 1E(5), 2(3) or 5B(2)”.

(2) In section 9 of the 1992 Act (liability of persons other than principal offender), in subsections (1), (2) and (4), for “2(3)” there is substituted “1A(6), 1B(2), 1C(3), 1D(6), 1E(5), 2(3) or 5B(2)”.

(3) In section 11(1) of the 1992 Act (prosecution time limit) for “2(3)” there is substituted “1A(6), 1B(2), 1C(3), 1D(6), 1E(5), 2(3) or 5B(2)”.

(4) In paragraph 3(1) (powers of officers of enforcement authority) of the Schedule to the 1992 Act (numbered Schedule 2 by regulation 3 above) for “section 2” there is substituted “any of sections 1A to 2 or 5B”.

(5) In section 130(1) of the Fair Trading Act 1973(3) (notice to Director General of Fair Trading of intended prosecution by local weights and measures authority in England and Wales) for “section 2 of the Timeshare Act 1992”(4) there is substituted “any of sections 1A to 2 or 5B of the Timeshare Act 1992”.

Consequential amendments

14.—(1) In consequence of the above regulations, the 1992 Act is amended in accordance with the following provisions of this regulation.

(2) In section 1(2) paragraph (b) and the word “and” immediately preceding it are omitted.

(3) In section 1(4) “, subject to subsection (6) below,” is omitted.

(4) In section 7(1)(a) “or” is omitted.

(5) At the end of section 7(1) there is inserted “or

(c) the cancellation of a timeshare credit agreement by virtue of section 6A of this Act.”

(6) In section 7(2)(a), after “notice” there is inserted “or the cancellation of the timeshare credit agreement by virtue of section 6A of this Act (as the case may be)”.

(7) In section 10 for “The Schedule” there is substituted “Schedule 2”.

(8) In section 11(1) for “the Schedule” there is substituted “Schedule 2”.

(9) In section 12(2) for “2” there is substituted “1A”.

(10) Subsection (5) of section 12 shall cease to have effect.

(3) 1973 c. 41

(4) 1992 c. 35.

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

24th March 1997

John M. Taylor,
Parliamentary Under-Secretary of State for
Corporate and Consumer Affairs,
Department of Trade and Industry