

## SCHEDULE 1

Regulation 13(2)(a)

### Standard Information Form for Timeshare contracts

## Part 1

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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:

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?

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## Part 2

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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 [F1United Kingdom] and possible disputes may be referred to courts other than those of the [F1United Kingdom].

Signature of the consumer:

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**F1** Words in Sch. 1 Pt. 2 substituted (31.12.2020) by [The Timeshare, Holiday Products, Resale and Exchange Contracts \(Amendment etc.\) \(EU Exit\) Regulations 2018 \(S.I. 2018/1397\)](#), regs. 1, **2(5)(a)** (with reg. 3) (as amended by [S.I. 2020/1347](#), regs. 1(3), 3); 2020 c. 1, Sch. 5 para. 1(1)

## Part 3

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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 <sup>F2</sup>... 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.
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**F2** Words in Sch. 1 Pt. 3 omitted (31.12.2020) by virtue of [The Timeshare, Holiday Products, Resale and Exchange Contracts \(Amendment etc.\) \(EU Exit\) Regulations 2018 \(S.I. 2018/1397\)](#), regs. 1, **2(5)(b)** (with [reg. 3](#)) (as amended by [S.I. 2020/1347](#), regs. 1(3), 3); 2020 c. 1, Sch. 5 para. 1(1)

Acknowledgement of receipt of information:

Signature of the consumer:

**Changes to legislation:**

There are currently no known outstanding effects for the The Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010, SCHEDULE 1.