

EU Consumer Law Acquis Compendium

Legislation

United Kingdom (UK) Nr. 4

Full name and/or number of the statute (in original language):

Timeshare Act 1992

Translation of the name:

Timeshare Act 1992

Reference in Official Journal (if appropriate):

Date of coming into force:

12.10.1992

Subsequent amendments:

none

Text:

TIMESHARE ACT 1992

1992 CHAPTER 35

1 Application of Act

(1) In this Act--

(a) "timeshare accommodation" means any living accommodation, in the United Kingdom or elsewhere, used or intended to be used, wholly or partly, for leisure purposes by a class of persons (referred to below in this section as "timeshare users") all of whom have rights to use, or participate in arrangements under which they may use, that accommodation, or accommodation within a pool of accommodation to which that accommodation belongs, for a specified or ascertainable period of the year, and

(b) "timeshare rights" means rights by virtue of which a person becomes or will become a timeshare user, being rights exercisable during a period of not less than three years.

(2) For the purposes of subsection (1)(a) above--

(a) "accommodation" means accommodation in a building or in a caravan (as defined in

section 29(1) of the Caravan Sites and Control of Development Act 1960). . .

(b) . . .

(3) Subsection (1)(b) above does not apply to a person's rights--

. . .

(b) under a contract of employment (within the meaning of the Employment Rights Act 1996) or a policy of insurance, . . .

. . .

or to such rights as may be prescribed.

(3A) For the purposes of sections 1A to 1E, 2(2B) to (2E), 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,".

(4) In this Act "timeshare agreement" means. . . an agreement under which timeshare rights are conferred or purport to be conferred on any person and in this Act, in relation to a timeshare agreement--

(a) references to the offeree are to the person on whom timeshare rights are conferred, or purport to be conferred, and

(b) references to the offeror are to the other party to the agreement,

and, in relation to any time before the agreement is entered into, references in this Act to the offeree or the offeror are to the persons who become the offeree and offeror when it is entered into.

(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) . . .

(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.

(7) This Act applies to any timeshare agreement or timeshare credit agreement if--

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(a) the agreement is to any extent governed by the law of the United Kingdom or of a part of the United Kingdom, or

(b) when the agreement is entered into, one or both of the parties are in the United Kingdom.

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

(a) the relevant accommodation is situated in the United Kingdom, . . .

(ab) the relevant accommodation is situated in another EEA State and the parties to the agreement are to any extent subject to the jurisdiction of any court in the United Kingdom in relation to the agreement, 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.

(8) In the application of this section to Northern Ireland--

(a) for the reference in subsection (2)(a) above to section 29(1) of the Caravan Sites and Control of Development Act 1960 there is substituted a reference to section 25(1) of the Caravans Act (Northern Ireland) 1963, and

(b) for the reference in subsection (3)(b) above to the Employment Rights Act 1996 there is substituted a reference to article 2(2) of the Industrial Relations (Northern Ireland) Order 1976.

1A Obligations to provide information

(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) and

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(i) of Schedule 1 to this Act, . . .

(ba) information (which may be brief) on the rights under this Act to cancel a timeshare agreement and the effect of cancellation on any related timeshare credit agreement to which this Act applies, and

(c) information on how further information may be obtained.

(2A) In subsection (2)(ba) above "related timeshare credit agreement" means a timeshare credit agreement under which credit which fully or partly covers the price under the timeshare agreement is granted.

(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.

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(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.

1B Advertising of timeshare rights

(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.

1C Obligatory terms of timeshare agreement

(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.

1D Form of agreement and language of brochure and agreement

(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.

1E Translation of agreement

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(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.

2 Obligation for timeshare agreement to contain information on cancellation rights

(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 offeree has received the agreement and it complies with the following requirements.

(2) The agreement must state--

(a) that the offeree is entitled to give notice of cancellation of the agreement to the offeror at any time on or before the date specified in the agreement, being a day falling not less than

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fourteen days after the day on which the agreement is entered into, and

(b) that if the offeree gives such a notice to the offeror on or before that date he will (subject to section 5(9) of this Act) have no further rights or obligations under the agreement, but will have the right to recover any sums paid under or in contemplation of the agreement.

(2A) If the agreement includes provision for providing credit for or in respect of the offeree, it must state that, notwithstanding the giving of notice of cancellation under section 5 or 5A of this Act, so far as the agreement relates to repayment of the credit and payment of interest, it will continue to be enforceable, subject to section 7 of this Act.

(2B) Subsection (2C) below applies if--

(a) the price under the timeshare agreement is covered fully or partly by credit granted under a timeshare credit agreement to which this Act applies,

(b) the offeree is an individual, and

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

(2C) The timeshare agreement must state that, if the offeree gives to the offeror a notice as mentioned in subsection (2)(b) above or a notice of cancellation of the agreement under section 5A of this Act which has the effect of cancelling the agreement--

(a) the notice will also have the effect of cancelling the timeshare credit agreement,

(b) so far as the timeshare credit agreement relates to repayment of credit and payment of interest, it shall have effect subject to section 7 of this Act, and

(c) subject to paragraph (b) above, the offeree will have no further rights or obligations under the timeshare credit agreement.

(2D) Subsection (2E) below applies if--

(a) the offeree is an individual, and

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

(2E) The agreement must state that the offeree may have, in addition to the rights mentioned in subsection (2) above, further rights under section 5A of this Act to cancel the timeshare agreement.

(2F) The agreement must contain a blank notice of cancellation.

(3) A person who contravenes this section is guilty of an offence and liable--

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- (a) on summary conviction, to a fine not exceeding the statutory maximum, and
- (b) on conviction on indictment, to a fine.
- (4) . . .

3 Obligation for timeshare credit agreement to contain information on cancellation rights

(1) A person must not in the course of a business enter into a timeshare credit agreement to which this Act applies as creditor unless the offeree has received the agreement and it complies with the following requirements.

(2) The agreement must state--

(a) that the offeree is entitled to give notice of cancellation of the agreement to the creditor at any time on or before the date specified in the agreement, being a day falling not less than fourteen days after the day on which the agreement is entered into, and

(b) that, if the offeree gives such a notice to the creditor on or before that date, then--

(i) so far as the agreement relates to repayment of credit and payment of interest, it shall have effect subject to section 7 of this Act, and

(ii) subject to sub-paragraph (i) above, the offeree will have no further rights or obligations under the agreement.

(3) The agreement must state that it is a timeshare credit agreement for the purposes of this Act.

(4) Subsection (5) below applies if--

(a) the offeree is an individual, and

(b) the accommodation which is the subject of the timeshare agreement to which the timeshare credit agreement relates is accommodation in a building, or some or all of the accommodation in the pool of accommodation which is the subject of that timeshare agreement is accommodation in a building.

(5) The timeshare credit agreement must state that, if the offeree gives a notice under section 5 or 5A of this Act of cancellation of the timeshare agreement which has the effect of cancelling it, the notice will also have the effect of cancelling the timeshare credit agreement (with the same consequences as mentioned in subsection (2)(b)(i) and (ii) above).

(6) The agreement must contain a blank notice of cancellation.

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4 Provisions supplementary to sections 2 and 3

(1) Sections 2 and 3 of this Act do not apply where, in entering into the agreement, the offeree is acting in the course of a business.

(2) A timeshare agreement to which this Act applies and a timeshare credit agreement to which this Act applies must each--

(a) be in such form as may be prescribed, and

(b) comply with such requirements (whether as to type, size, colour or disposition of lettering, quality or colour of paper, or otherwise) as may be prescribed for securing that the matters required to be stated or contained in the agreement by virtue of section 2 or 3 are prominent and easily legible.

(3) An agreement is not invalidated by reason of a contravention of section 2 or 3.

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) the agreement complies with the requirements of sections 2 and 4 of this Act,

the agreement may not be enforced against him on or before the date specified in the agreement in pursuance of section 2(2)(a) above 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) a person enters into a timeshare agreement to which this Act applies as offeree, but

(b) the agreement does not comply with the requirements of sections 2 and 4 of this Act,

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 under subsection (2) above.

(3A) Where--

(a) the offeree is an individual, and

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

subsection (3) above applies as if for "fourteen days" there were substituted "three months and ten days".

(3B) If in a case falling within subsection (3A) above the last day of the period of three months and ten days is a public holiday, the period shall not end until the end of the first working day after the public holiday.

(4) The offeree's giving, within the time allowed under this section or section 5A of this Act, 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 under this section 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 or section 5A of this Act, then, subject to subsection (9) below--

(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 or section 5A of this Act, so far as the agreement relates to repayment of the credit and payment of interest--

(a) it shall continue to be enforceable, subject to section 7 of this Act, . . .

(b)

5A Additional right to cancel timeshare agreement

(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) 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 of 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.

5B Advance payments

(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.

6 Right to cancel timeshare credit agreement by giving notice

(1) Where a person--

(a) has entered into a timeshare credit agreement to which this Act applies as offeree, and

(b) the agreement complies with the requirements of section 3 and 4 of this Act,

he may give notice of cancellation of the agreement to the creditor at any time on or before the date specified in the agreement in pursuance of section 3(2)(a) above.

(2) Subject to subsection (3) below, where--

(a) a person enters into a timeshare credit agreement to which this Act applies as offeree, but

(b) the agreement does not comply with the requirements of sections 3 and 4 of this Act,

he may give notice of cancellation of the agreement to the creditor at any time.

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(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, he may not at any subsequent time give notice of cancellation of the agreement to the creditor.

(4) The offeree's giving, within the time allowed under this section, notice of cancellation of the agreement to the creditor at a time when the agreement has been entered into shall have the effect of cancelling the agreement.

(5) Where a timeshare credit agreement is cancelled under this section or section 6A of this Act--

(a) the agreement shall continue in force, subject to section 7 of this Act, so far as it relates to repayment of the credit and payment of interest, and

(b) subject to paragraph (a) above, the agreement shall cease to be enforceable.

6A Automatic cancellation of timeshare credit agreement

(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.

7 Repayment of credit and interest

(1) This section applies following--

(a) the giving of notice of cancellation of a timeshare agreement in accordance with section 5 of this Act in a case where subsection (9) of that section applies, . . .

(b) the giving of notice of cancellation of a timeshare credit agreement in accordance with section 6 of this Act, or

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

(2) If the offeree repays the whole or a portion of the credit--

(a) before the expiry of one month following the giving of the notice or the cancellation of the timeshare credit agreement by virtue of section 6A of this Act (as the case may be), or

(b) in the case of a credit repayable by instalments, before the date on which the first instalment is due,

no interest shall be payable on the amount repaid.

(3) If the whole of a credit repayable by instalments is not repaid on or before the date specified in subsection (2)(b) above, the offeree shall not be liable to repay any of the credit except on receipt of a request in writing in such form as may be prescribed, signed by or on behalf of the offeror or (as the case may be) creditor, stating the amounts of the remaining instalments (recalculated by the offeror or creditor as nearly as may be in accordance with the agreement and without extending the repayment period), but excluding any sum other than principal and interest.

8 Defence of due diligence

(1) In proceedings against a person for an offence under section 1A(6), 1B(2), 1C(3), 1D(6), 1E(5), 2(3) or 5B(2) of this Act it shall be a defence for that person to show that he took all reasonable steps and exercised all due diligence to avoid committing the offence.

(2) Where in proceedings against a person for such an offence the defence provided by subsection (1) above involves an allegation that the commission of the offence was due--

(a) to the act or default of another, or

(b) to reliance on information given by another,

that person shall not, without the leave of the court, be entitled to rely on the defence unless

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he has served a notice under subsection (3) below on the person bringing the proceedings not less than seven clear days before the hearing of the proceedings or, in Scotland, the diet of trial.

(3) A notice under this subsection shall 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 person serving the notice at the time when he serves it.

9 Liability of person other than principal offender

(1) Where the commission by a person of an offence under section 1A(6), 1B(2), 1C(3), 1D(6), 1E(5), 2(3) or 5B(2) of this Act is due to the act or default of some other person, that other person is guilty of the offence and may be proceeded against and punished by virtue of this section whether or not proceedings are taken against the first-mentioned person.

(2) Where a body corporate is guilty of an offence under section 1A(6), 1B(2), 1C(3), 1D(6), 1E(5), 2(3) or 5B(2) of this Act (including where it is so guilty by virtue of subsection (1) above) in respect of an act or default which is shown to have been committed with the consent or connivance of, or to be attributable to neglect on the part of, a director, manager, secretary or other similar officer of the body corporate or a person who was purporting to act in such a capacity, he (as well as the body corporate) is guilty of the offence and liable to be proceeded against and punished accordingly.

(3) Where the affairs of a body corporate are managed by its members, subsection (2) above applies in relation to the acts and defaults of a member in connection with his functions of management as if he were a director of the body corporate.

(4) Where an offence under section 1A(6), 1B(2), 1C(3), 1D(6), 1E(5), 2(3) or 5B(2) of this Act committed in Scotland by a Scottish partnership is proved to have been committed with the consent or connivance of, or to be attributable to neglect on the part of, a partner, he (as well as the partnership) is guilty of the offence and liable to be proceeded against and punished accordingly.

10 Enforcement

Schedule 2 to this Act (which makes provision about enforcement) shall have effect.

10A Civil proceedings

(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), 1E(1), and 2(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.

11 Prosecution time limit

(1) No proceedings for an offence under section 1A(6), 1B(2), 1C(3), 1D(6), 1E(5), 2(3) or 5B(2) of this Act or paragraph 4(3) . . . to this Act shall be commenced after--

(a) the end of the period of three years beginning with the date of the commission of the offence, or

(b) the end of the period of one year beginning with the date of the discovery of the offence by the prosecutor,

whichever is the earlier.

(2) For the purposes of this section a certificate signed by or on behalf of the prosecutor and stating the date on which the offence was discovered by him shall be conclusive evidence of that fact; and a certificate stating that matter and purporting to be so signed shall be treated as so signed unless the contrary is proved.

(3) In relation to proceedings in Scotland, subsection (3) of section 136 of the Criminal Procedure (Scotland) Act 1995 (date of commencement of proceedings) shall apply for the purposes of this section as it applies for the purposes of that.

12 General provisions

(1) For the purposes of this Act, a notice of cancellation of an agreement is a notice (however expressed) showing that the offeree wishes unconditionally to cancel the agreement, whether or not it is in a prescribed form.

(2) The rights conferred and duties imposed by sections 1A to 7 of this Act are in addition to any rights conferred or duties imposed by or under any other Act.

(3) For the purposes of this Act, if the offeree sends a notice by post in a properly addressed and pre-paid letter the notice is to be treated as given at the time of posting.

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(4) This Act shall have effect in relation to any timeshare agreement or timeshare credit agreement notwithstanding any agreement or notice.

(5) . . .

(6) In this Act--

"credit" includes a cash loan and any other form of financial accommodation,

"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,

"notice" means notice in writing,

"order" means an order made by the Secretary of State, and

"prescribed" means prescribed by an order.

(7) An order under this Act may make different provision for different cases or circumstances.

(8) Any power under this Act to make an order shall be exercisable by statutory instrument and a statutory instrument containing an order under this Act (other than an order made for the purposes of section 13(2) of this Act) shall be subject to annulment in pursuance of a resolution of either House of Parliament.

13 Short title, etc

(1) This Act may be cited as the Timeshare Act 1992.

(2) This Act shall come into force on such day as may be prescribed.

(3) This Act extends to Northern Ireland.

Schedule 1

SCHEDULE 1 Minimum List of Items to be Included in a Timeshare Agreement to Which Section 1C Applies

(a) The identities and domiciles of the parties, including specific information on the offeror's legal status at the time of the conclusion of the agreement and the identity and domicile of the owner.

- (b) The exact nature of the right which is the subject of the agreement and, if the accommodation concerned, or any of the accommodation in the pool of accommodation concerned, is situated in the territory of an EEA State, a clause setting out the conditions governing the exercise of that right within the territory of that State and if those conditions have been fulfilled or, if they have not, what conditions remain to be fulfilled.
- (c) When the timeshare accommodation has been determined, an accurate description of that accommodation and its location.
- (d) Where the timeshare accommodation is under construction--
- (i) the state of completion,
- (ii) a reasonable estimate of the deadline for completion of the timeshare accommodation,
- (iii) where it concerns specific timeshare accommodation, the number of the building permit and the name and full address of the competent authority or authorities,
- (iv) the state of completion of the services rendering the timeshare accommodation fully operational (gas, electricity, water and telephone connections),
- (v) a guarantee regarding completion of the timeshare 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 those guarantees.
- (e) The services (lighting, water, maintenance, refuse collection) to which the offeree has or will have access and on what conditions.
- (f) The common facilities, such as swimming pool, sauna, etc, to which the offeree has or may have access, and where appropriate, on what conditions.
- (g) The principles on the basis of which the maintenance of and repairs to the timeshare accommodation and its administration and management will be arranged.
- (h) The exact period within which the right which is the subject of the agreement may be exercised and, if necessary, its duration; the date on which the offeree may start to exercise that right.
- (i) The price to be paid by the offeree to exercise the right under the agreement; an estimate of the amount to be paid by the offeree for the use of common facilities and services; the basis for the calculation of the amount of charges relating to occupation of the timeshare accommodation, the mandatory statutory charges (for example, taxes and fees) and the administrative overheads (for example, management, maintenance and repairs).
- (j) A clause stating that acquisitions will not result in costs, charges or obligations other than those specified in the agreement.
- (k) Whether or not it is possible to join a scheme for the exchange or resale of the rights under the agreement, and any costs involved should an exchange or resale scheme be organised by the offeror or by a third party designated by him in the agreement.

(l) . . .

(m) The date and place of each party's signing of the agreement.

SCHEDULE 2 Enforcement

Enforcement authority

1

(1) Every local weights and measures authority in Great Britain shall be an enforcement authority for the purposes of this Schedule, and it shall be the duty of each such authority to enforce the provisions of this Act within their area.

(2) The Department of Economic Development in Northern Ireland shall be an enforcement authority for the purposes of this Schedule, and it shall be the duty of the Department to enforce the provisions of this Act within Northern Ireland.

Prosecutions

2

(1) . . .

(2) Nothing in paragraph 1 above shall authorise a local weights and measures authority to bring proceedings in Scotland for an offence.

Powers of officers of enforcement authority

3

(1) If a duly authorised officer of an enforcement authority has reasonable grounds for suspecting that an offence under any of sections 1A to 2 or 5B of this Act has been committed, he may--

(a) require a person carrying on or employed in a business to produce any book or document relating to the business, and take copies of it or any entry in it, or

(b) require such a person to produce in a visible and legible documentary form or from which it can readily be produced in a visible and legible form any information so relating which is stored in any electronic form, and take copies of it,

for the purposes of ascertaining whether such an offence has been committed.

(2) If such an officer has reasonable grounds for believing that any documents may be required as evidence in proceedings for such an offence, he may seize and detain them and shall, if he does so, inform the person from whom they are seized.

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(3) The powers of an officer under this paragraph may be exercised by him only at a reasonable hour and on production (if required) of his credentials.

(4) Nothing in this paragraph requires a person to produce, or authorises the taking from a person of, a document which he could not be compelled to produce in civil proceedings before the High Court or (in Scotland) the Court of Session.

4

(1) A person who--

(a) intentionally obstructs an officer of an enforcement authority acting in pursuance of this Schedule,

(b) without reasonable excuse fails to comply with a requirement made of him by such an officer under paragraph 3(1) above, or

(c) without reasonable excuse fails to give an officer of an enforcement authority acting in pursuance of this Schedule any other assistance or information which the officer has reasonably required of him for the purpose of the performance of the officer's functions under this Schedule,

is guilty of an offence.

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

(3) If a person, in giving information to an officer of an enforcement authority who is acting in pursuance of this Schedule--

(a) makes a statement which he knows is false in a material particular, or

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

he is guilty of an offence.

(4) A person guilty of an offence under sub-paragraph (3) above is liable--

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

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

...

5

...

Privilege against self-incrimination

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6

Nothing in this Schedule requires a person to answer any question or give any information if to do so might incriminate him.