

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



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

EUROPEAN UNION (PROTECTION OF CONSUMERS IN RESPECT OF TIMESHARE, LONG-TERM HOLIDAY PRODUCT, RESALE AND EXCHANGE CONTRACTS) REGULATIONS 2011

Translation of the name:

EUROPEAN UNION (PROTECTION OF CONSUMERS IN RESPECT OF TIMESHARE, LONG-TERM HOLIDAY PRODUCT, RESALE AND EXCHANGE CONTRACTS) REGULATIONS 2011

Reference in Official Journal (if appropriate):

Date of coming into force:

in operation on 23 February 2011

Subsequent amendments:

S.I. No. 73 of 2011

Text:

STATUTORY INSTRUMENTS.

S.I. No. 73 of 2011

EUROPEAN UNION (PROTECTION OF CONSUMERS IN RESPECT OF TIMESHARE, LONG-TERM HOLIDAY PRODUCT, RESALE AND EXCHANGE CONTRACTS) REGULATIONS 2011

(Prn. A11/0316)

I, MARY HANAFIN, Minister for Enterprise, Trade and Innovation, in exercise of the powers conferred on me by section 3 of the European Communities Act 1972 (No. 27 of 1972) and for the purpose of giving effect to Directive No. 2008/122/EC of the European Parliament and of the Council of 14 January 2009, hereby make the following regulations:

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



Click on the blue text parts in order to retrieve information on the EC law background



Citation and Commencement

1. (1) These Regulations may be cited as the European Union (Protection of Consumers in respect of Timeshare, Long-term Holiday Product, Resale and Exchange Contracts) Regulations 2011.

(2) These Regulations come into operation on 23 February 2011.

Interpretation

2. (1) In these Regulations—

“Act of 2007” means the Consumer Protection Act 2007 (No. 19 of 2007);

“Agency” means the National Consumer Agency;

“authorised officer” means a person appointed under section 30 of the Act of 2007;

“Directive” means Directive 2008/122/EC of the European Parliament and of the Council of 14 January 2009¹ on the protection of consumers in respect of certain aspects of timeshare, long-term holiday product, resale and exchange contracts;

“European Union” has the same meaning as it has in the European Communities Act 1972 (No. 27 of 1972);

“Member State” means a state that is a member of the European Union or a state that is a party to the agreement on the European Economic Area signed at Oporto on 2 May 1992, as adjusted by the protocol done at Brussels on 17 March 1993;

“regulated contract” shall be construed in accordance with Regulation 3;

“withdrawal period” shall be construed in accordance with Regulation 13.

Notice of the making of this Statutory Instrument was published in “Iris Oifigiúil” of 25th February, 2011.

(2) For the purposes of calculating the duration of a timeshare contract or a long-term

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



Click on the blue text parts in order to retrieve information on the EC law background



holiday product contract any express or implied term contained in the contract and providing for renewal or prolongation shall be taken into account.

(3) A word or expression which is used in these Regulations and which is also used in the Directive has, unless the context otherwise requires, the same meaning in these Regulations as it has in the Directive.

Regulated contracts

3. These Regulations apply to a timeshare, long-term holiday product, resale or exchange contract to which the Directive applies between a trader and a consumer and which in these Regulations shall be referred to as a “regulated contract”.

Application

4. (1) These Regulations apply to a regulated contract if it is to any extent governed by the law of the State.

(2) These Regulations apply to a regulated contract if—

(a) it is to any extent governed by the law of a state other than a Member State,

(b) the relevant accommodation is in immovable property situated in a Member State, and

(c) the parties to the contract are to any extent subject to the jurisdiction of a court in the State.



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(3) In paragraph (2)(b) “relevant accommodation” means—

(a) the accommodation which is the subject of the regulated contract, or

(b) in a case where a pool of accommodation is the subject of the regulated contract, some or all of the accommodation in that pool.

(4) These Regulations apply to a regulated contract if—

(a) it is to any extent governed by the law of a state other than a Member State,

(b) it is not directly related to immovable property,

(c) the trader carries on commercial or professional activities in the State or by any means directs such activities to the State, and

(d) the contract falls within the scope of those activities.

Advertising

5. (1) A trader who advertises a regulated contract shall include a notification in the advertisement that the information referred to in Regulation 6(1) in relation to the contract is available and how a person may obtain the information.

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



Click on the blue text parts in order to retrieve information on the EC law background



(2) A trader who offers a regulated contract directly to a consumer at a promotion or sales event shall clearly indicate, in any invitation to that event that he or she issues or notifies to the consumer, that the event is of a commercial nature and purpose.

(3) A trader who offers a regulated contract directly to a consumer at a promotion or sales event shall at all times during the event make available to the consumer, in respect of each contract so offered, all of the information referred to in Regulation 6(1) in relation to that contract—

(a) by displaying the information in a prominent position at the event, and

(b) by having literature on paper or on another durable medium easily accessible to the consumer, containing the information, displayed in a prominent position at the event and which may be taken away from the event by the consumer.

(4) A trader shall not market or sell a timeshare contract or a long-term holiday product contract as an investment.

(5) A regulated contract shall not be enforceable by a trader against a consumer where the trader has, in relation to the contract, contravened paragraph (1), (2), (3) or (4).

Pre-contractual information

6. (1) In good time before a consumer is bound by any contract or offer, the trader shall provide the consumer, in a clear and comprehensible manner, with the following:

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



Click on the blue text parts in order to retrieve information on the EC law background



- (a) in the case of a timeshare contract, the information in the form specified in Schedule 1;
- (b) in the case of a long-term holiday product contract, the information in the form specified in Schedule 2;
- (c) in the case of a resale contract, the information in the form specified in Schedule 3;
- (d) in the case of an exchange contract, the information in the form specified in Schedule 4.

(2) For the purposes of paragraph (1), “good time” means that a sufficient period is given to a consumer to give full consideration to the information furnished under that paragraph in order to make an informed decision before entering a contract, and in any event shall mean a period of not less than 24 hours before the consumer signs the contract.

(3) The trader shall provide the information referred to in paragraph (1)—

- (a) free of charge,
- (b) on paper or on another durable medium that is easily accessible to the consumer,
- (c) if the consumer is resident in, or a national of, a Member State, in the language or one of the languages of the Member State—
 - (i) in which the consumer is resident, or

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



Click on the blue text parts in order to retrieve information on the EC law background



(ii) of which the consumer is a national,

provided that the language is an official language of the European Union.

(4) (a) For the purposes of paragraph (3)(c), if the information referred to in this Regulation could be provided to a consumer in more than one language the trader shall so inform the consumer and request the consumer to nominate a language.

(b) A trader shall comply with any nomination expressed by the consumer in response to a request under subparagraph (a).

(c) Where no nomination is made by the consumer in response to a request under subparagraph (a) the trader shall provide the information to the consumer in one of the languages referred to in paragraph (3)(c).

(5) A person who contravenes this Regulation is guilty of an offence.

Form and language of regulated contract

7. (1) A trader shall ensure that a regulated contract—

(a) is in writing, either on paper or on another durable medium, and

(b) if the consumer is resident in, or a national of, a Member State, is drawn up in the language or one of the languages of the Member State—

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



Click on the blue text parts in order to retrieve information on the EC law background



(i) in which the consumer is resident, or

(ii) of which the consumer is a national,

provided that the language is an official language of the European Union.

(2) (a) For the purposes of paragraph (1)(b), if the contract could be provided to a consumer in more than one language the trader shall so inform the consumer and request the consumer to nominate a language.

(b) A trader shall comply with any nomination expressed by the consumer in response to a request under subparagraph (a).

(3) Where no nomination is made by the consumer in response to a request under subparagraph (a) the trader shall provide the information to the consumer in one of the languages referred to in paragraph (1)(b).

(4) A person who contravenes this Regulation is guilty of an offence.

Additional provisions regarding language of regulated contract

8. (1) Where a consumer is resident in the State, a trader shall, in addition to complying with the requirements in Regulation 7—

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



Click on the blue text parts in order to retrieve information on the EC law background



(a) provide the regulated contract to the consumer in the English language or, if requested by the consumer, in both the Irish and English languages, and

(b) in the case of a timeshare contract concerning one specific immovable property, provide the consumer with a translation (certified as being a correct translation thereof by a person who is competent to so certify) of the contract in the language or one of the languages of the Member State in which the property is situated, provided it is an official language of the European Union.

(2) Where a trader carries out sales activities in the State, the trader shall, in addition to complying with the requirements of Regulation 7, provide the regulated contract to the consumer in the English language or, at the request of the consumer, in both the Irish and English languages

(3) A person who contravenes this Regulation is guilty of an offence.

Pre-contractual information part of regulated contract

9. (1) The information referred to in Regulation 6(1) shall form an integral part of the regulated contract.

(2) A trader shall not alter the information referred to in Regulation 6(1) unless the parties expressly agree otherwise or the changes result 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.

(3) A trader shall communicate any changes referred to in paragraph (2) to the consumer—

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



Click on the blue text parts in order to retrieve information on the EC law background



(a) before the regulated contract is concluded, and

(b) on paper or on another durable medium easily accessible to the consumer.

(4) Where applicable, the regulated contract shall expressly refer to any changes referred to in paragraph (2).

(5) A person who contravenes this Regulation is guilty of an offence.

Information in regulated contract

10. (1) In addition to any other matter referred to in these Regulations as being required to be contained in a regulated contract, a regulated contract furnished by a trader to a consumer shall contain each of the following:

(a) as applicable, the information referred to in Regulation 6; (b) as applicable, the form specified in Schedule 1, 2, 3 or 4;

(c) the information regarding withdrawal referred to in Regulation 11(1); (d) the withdrawal form specified in Schedule 5;

(e) the identity, place of residence and signature of each of the parties to the regulated contract;

(f) the date and place of the conclusion of the regulated contract. (2) A person who contravenes this Regulation is guilty of an offence.

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



Click on the blue text parts in order to retrieve information on the EC law background



(2) A person who contravenes this Regulation is guilty of an offence.

Information provisions regarding right of withdrawal

11. (1) Before the conclusion of the regulated contract, the trader shall explicitly draw the consumer's attention to each of the following provisions which shall be contained in the contract:

(a) existence of the right of withdrawal under Regulation 13; (b) the length of the withdrawal period under Regulation 13;

(c) the prohibition on advance payments during the withdrawal period under Regulation 16(1).

(2) The trader shall obtain the signature of the consumer in relation to each provision of the regulated contract referred to at paragraph (1) (a), (b) and (c).

(3) In order to facilitate the exercise of the right of withdrawal under Regulation 13, a regulated contract shall include a separate standard withdrawal form referred to in Regulation 10(1)(d),

(4) A trader who contravenes this Regulation is guilty of an offence.

Copy of regulated contract to consumer

12. (1) The trader shall furnish to the consumer a copy of the regulated contract at the time of its conclusion.

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



Click on the blue text parts in order to retrieve information on the EC law background



(2) A person who contravenes this Regulation is guilty of an offence.

Right of withdrawal from regulated contract

13. (1) In addition to any remedies available to a consumer under any enactment or rule of law, a consumer may withdraw from a regulated contract, without giving any reason, before the expiration of the withdrawal period.

(2) The withdrawal period shall commence on the later of—

(a) the date of the conclusion of the regulated contract or, if applicable, of any binding preliminary contract relating to the regulated contract, or

(b) the date when the consumer receives a copy of the regulated contract or, if applicable, of any binding preliminary contract relating to the regulated contract.

(3) The withdrawal period shall expire on the date which is 14 days after the date of commencement of the withdrawal period.

(4) Notwithstanding paragraph (3), where the information referred to in Regulation 6 is not furnished by the trader to the consumer in accordance with that Regulation, the withdrawal period shall expire—

(a) on the date which is three months and 14 days after the date of commencement of the withdrawal period, or

(b) in a case where the information referred to in Regulation 6 is furnished by the tra-

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



Click on the blue text parts in order to retrieve information on the EC law background



der to the consumer in accordance with that Regulation within the period of 3 months beginning on the date of commencement of the withdrawal period, on the day that the consumer receives the information so furnished.

(5) Notwithstanding paragraph (3), where the standard withdrawal form is not furnished by the trader to the consumer under Regulation 11(3) the withdrawal period shall expire—

(a) on the date which is one year and 14 days after the date of commencement of the withdrawal period, or

(b) in a case where the standard withdrawal form is furnished to the consumer by the trader within one year commencing on the date of commencement of the withdrawal period, on the day that the consumer receives the form.

(6) In the event that an exchange contract is offered to the consumer together with and at the same time as a timeshare contract—

(a) only a single withdrawal period shall apply to both contracts; and

(b) the withdrawal period calculated under paragraphs (2) to (5) according to this Regulation as it applies to the timeshare contract shall be the withdrawal period that applies to the exchange contract.

(7) A trader who does not allow a consumer to withdraw from a contract in accordance with this Regulation is guilty of an offence.

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



Click on the blue text parts in order to retrieve information on the EC law background



Notification of withdrawal

14. (1) In order to exercise the right of withdrawal the consumer shall, before the expiration of the withdrawal period under Regulation 13, notify the trader on paper or on another durable medium of his or her decision to withdraw.

(2) The consumer may use the standard withdrawal form specified in Schedule 5 where it was provided by the trader under Regulation 11(3).

(3) The consumer shall exercise the right of withdrawal for the purposes of paragraph (1) if he or she sends the notification of his or her decision to withdraw to the trader before the withdrawal period has expired.

Effects of withdrawal

15. (1) The exercise of the right of withdrawal by the consumer terminates the obligation of the parties to perform the regulated contract.

(2) Where the consumer exercises the right of withdrawal, the consumer shall neither bear any cost nor be liable for any value corresponding to any service, which may have been performed before withdrawal.

(3) A trader who purports to perform obligations or seek performance of obligations under a contract by a consumer, including in respect of any costs purported to have been incurred or services performed, where a right of withdrawal by the consumer has been exercised is guilty of an offence.



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Advance payment

16. (1) In relation to a timeshare, long-term holiday product or exchange contract, a trader shall not demand or accept any of the following from a consumer before the expiration of the withdrawal period:

- (a) advance payment;
- (b) provision of guarantees;
- (c) reservation of money on accounts;
- (d) explicit acknowledgement of debt;
- (e) payment of any other consideration to the trader or to any third party.

(2) In relation to a resale contract, a trader shall not demand or accept any of the following from a consumer before the sale takes place or the resale contract is otherwise terminated:

- (a) advance payment;
- (b) provision of guarantees;
- (c) reservation of money on accounts;
- (d) explicit acknowledgement of debt;

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



Click on the blue text parts in order to retrieve information on the EC law background



(e) payment of any other consideration to the trader or to any third party. (3) A person who contravenes this Regulation shall be guilty of an offence.

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Specific provisions relating to long-term holiday product contracts

17. (1) A long-term holiday product contract furnished by a trader to a consumer shall provide as follows:

(a) that all payments are to be made according to a schedule of payments by instalment;

(b) that no payment of the price specified in the contract, otherwise than in accordance with the schedule of payments by instalment, is made;

(c) that the payments, including any membership fee, are divided into yearly instalments, each of equal value;

(d) that a written request for payment, on paper or on another durable medium, is to be sent to the consumer at least 14 calendar days in advance of each due date for payment.

(2) A trader who contravenes paragraph (1) shall be guilty of an offence.

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



Click on the blue text parts in order to retrieve information on the EC law background



(3) Without prejudice to a right to terminate a contract under another enactment or rule of law, the consumer may, without incurring any penalty, terminate a long-term holiday product contract, at any time after he or she makes the second instalment payment under that contract, by giving notice to the trader within 14 calendar days of receiving a request from the trader to make an instalment payment under the contract.

(4) A trader who purports to perform obligations or seek performance of obligations under a long-term holiday product contract, including in respect of any costs purported to have been incurred, services performed, an obligation to pay a penalty or further instalments of the schedule of payments by instalment referred to in paragraph (1), where a right of withdrawal by the consumer has been exercised under paragraph (3) shall be guilty of an offence.

Effects of withdrawal on ancillary contracts

18. (1) Where a consumer exercises the right to withdraw from a timeshare or long-term holiday product contract the following are also automatically terminated:

- (a) an exchange contract which is also an ancillary contract, or
- (b) any other ancillary contract.

(2) Where a contract referred to in paragraph (1) is automatically terminated in accordance with that paragraph, the consumer is not liable for any costs purported to have been incurred, services performed, penalty, or further instalments of the schedule of payments by instalment referred to in Regulation 17.

(3) A trader who purports to perform obligations or seek performance of obligations under a contract referred to in paragraph (1), including in relation to any costs purported to have been incurred, services performed, penalty, or further instalments of the schedule of payments by instalment referred to in Regulation 17, shall be guilty of an offence.



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Credit Agreements

19. Without prejudice to Regulation 18 of the European Communities (Consumer Credit Agreements) Regulations 2010 (S.I. No. 281 of 2010), where the price under a regulated contract is fully or partly covered by credit granted to the consumer by the trader, or by a third party on the basis of any arrangement between the third party and the trader, the credit agreement shall be terminated, at no cost to the consumer, where the consumer exercises his or her right under these Regulations to withdraw from the regulated contract.

Contracting out of obligation or denial or rights under Regulations not binding

20. Any clause of a contract whereby a consumer renounces the consumer's freedom or rights under these Regulations or whereby a trader is freed from the trader's responsibilities arising from these Regulations shall not be binding on the consumer.

Determination of adequacy of information and contract

21. In determining whether or not information referred to in Regulation 6(1) or a regulated contract is adequate, account shall be taken of all of its features, including, as appropriate, the information specified in Schedule 1, 2, 3 or 4 and in each case, Schedule 5.

Amendment of Act of 2007

22. The Act of 2007 is amended:

(a) in section 2, in the definition of "relevant statutory provisions" by inserting the following after paragraph (g) (inserted by Regulation 5 of the European Communities (Safety of Toys) Regulations 2011) (S.I. No. 14 of 2011):

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



Click on the blue text parts in order to retrieve information on the EC law background



“(h) the European Union (Protection of Consumers in respect of Timeshare, Long-term Holiday Product, Resale and Exchange Contracts) Regulations 2011;”,

and accordingly, references in section 30 of that Act to “relevant statutory provisions” shall be construed as including references to these Regulations,

(b) in Schedule 4, by the insertion in Column 2 of “the European Union (Protection of Consumers in respect of Timeshare, Long-term Holiday Product, Resale and Exchange Contracts) Regulations 2011”, and

(c) in Schedule 5, by the insertion in Column 2 of “the European Union (Protection of Consumers in respect of Timeshare, Long-term Holiday Product, Resale and Exchange Contracts) Regulations 2011”.

Authorised Officers for the purposes of these Regulations and the Directive

23. (1) A person appointed as an authorised officer under section 30 of the Act of 2007, whether holding office as an authorised officer under that section immediately before the date of the coming into operation of these Regulations or appointed after that date, where the appointment is in force immediately before the making of these Regulations, shall continue to be so appointed as if appointed under this Regulation, and shall be an authorised officer for the purposes of these Regulations and the Directive and shall—

(a) for those purposes have all of the powers given to an authorised officer by, and

(b) be subject to the terms of, that section.

Offences and penalties

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



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24. (1) A person found guilty of an offence under these Regulations shall be liable-

(a) on summary conviction to a Class A fine or to imprisonment for a term not exceeding 12 months or to both, or

(b) on conviction on indictment to a fine not exceeding €60,000 or to imprisonment for a term not exceeding 18 months or to both.

(2) Sections 77, 78 and 80 of the Act of 2007 shall apply to an offence under these Regulations as they apply to an offence under that Act and, accordingly, references in those sections to an offence under that Act shall be construed as including references to an offence under these Regulations.

European Communities (Distance Marketing of Consumer Financial Services) Regulations

25. Regulation 17 of the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 is amended by the substitution of the following for paragraph (b) thereof:

“(b) credit agreements cancelled in accordance with Regulation 19 of the European Union (Protection of Consumers in respect of Timeshare, Long-term Holiday Product, Resale and Exchange Contracts) Regulations 2011.”.

Revocation

26. The following are revoked:

(a) The European Communities (Contracts for Time Sharing of Immovable Property-Protection of Purchasers) Regulations 1997 (S.I. No.

204 of 1997), and

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



Click on the blue text parts in order to retrieve information on the EC law background



(b) The European Communities (Contracts for Time Sharing of Immovable Property- Protection of Purchasers) (Amendment) Regulations

2000 (S.I. No. 144 of 2000).

Application of these Regulations to certain contracts

27. These Regulations shall apply to a contract, within the meaning of Regulation 2 of the European Communities (Contracts for time sharing of Immovable Property — Protection of Purchasers) Regulations 1997 and to which those Regulations (amended by the European Communities (Contracts for Time Sharing of Immovable Property-Protection of Purchasers (Amendment) Regulations

2000) applied before the coming into operation of these Regulations, as they apply to a timeshare contract subject to the following modifications namely—

(a) the deletion of Regulation 5, (b) in relation to Regulation 6—

(i) the deletion of “In good time” in paragraph (1),

(ii) the deletion of paragraph (2),

(iii) as respects paragraph (3)—

(I) the deletion of subparagraph (a),

(II) in subparagraph (b), the substitution of “in writing” for “on paper or on another durable medium that is easily accessible to the consumer”,

(III) the deletion of paragraph (4), (c) in relation to Regulation 7—

(i) as respects paragraph (1)—

(I) in subparagraph (a), the deletion of “either on paper or on another durable medium and”,

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



Click on the blue text parts in order to retrieve information on the EC law background



(II) in subparagraph (b), the insertion of “at the consumer’s option” after “drawn up”,

(ii) the deletion of paragraph (2), (d) in relation to Regulation 8—

(i) in paragraph (1)(a), the substitution of “at least the English and Irish language” for “the English language, or if requested by the consumer, in both the Irish and English languages”,

(ii) the deletion of paragraph (2),

(e) in relation to Regulation 9(3)(b), substitution of “in writing” for “on paper or on another durable medium easily accessible to the consumer”,

(f) in relation to Regulation 10, the deletion of subparagraphs (c), (d), (e) and (f),

(g) the deletion of Regulation 11, (h) in relation to Regulation 13—

(i) in paragraph (3), the substitution of “10 days” for “14 days”,

(ii) the deletion of paragraph (5),

(iii) the deletion of paragraph (6), (i) in relation to Regulation 14—

(i) in paragraph (1), the deletion of “on paper or on another durable medium”,

(ii) the deletion of paragraph (2), (j) in relation to Regulation 15—

(i) in paragraph (2), the substitution of “the consumer shall not bear any cost” for “the consumer shall neither bear any cost nor be liable for any value corresponding to any service which may have been performed before withdrawal”,

(ii) the deletion of paragraph (3), (k) in relation to Regulation 16—

(i) in paragraph (1), the deletion of subparagraphs (b) to (e), (ii) the deletion of paragraph (2),

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



Click on the blue text parts in order to retrieve information on the EC law background



(l) the deletion of Regulation 18, (m) in relation to Schedule 1—

(i) as respects Part 2—

(l) in the first indent, the substitution of “10 calendar days” for “14 calendar days”,

(ll) the deletion of the second and fourth indents, (ii) as respects Part 3—

(l) the deletion of the second indent of paragraph 1,

(ll) the deletion of the second indent of paragraph 4,

(lll) the deletion of the second indent of paragraph 5,

(lv) the deletion of the third and fourth indents of paragraph 6, and

(n) any other necessary modifications.

Schedule 1

STANDARD INFORMATION FORM FOR TIMESHARE CONTRACTS

Part 1:

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);

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



Click on the blue text parts in order to retrieve information on the EC law background



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?

Part 2:

General information:

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



Click on the blue text parts in order to retrieve information on the EC law background



— The consumer has the right to withdraw from this contract without giving any reason within 14 calendar days from the conclusion of the contract or any binding preliminary contract or receipt of those contracts 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 Member State in which the consumer is resident or is habitually domiciled and possible disputes may be referred to courts other than those of the Member State in which the consumer is resident or is habitually domiciled.

Signature of the consumer:

Part 3:

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

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



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— conditions governing the exercise of the right which is the subject of the contract within the territory of the Member States(s) in which the property or properties concerned are situated 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;

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



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— 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;

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



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— 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. Acknowledgement of receipt of information:

Signature of the consumer:

Schedule 2

STANDARD INFORMATION FORM FOR LONG-TERM HOLIDAY PRODUCT CONTRACTS

Part 1:

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



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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;

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;

Price to be paid by the consumer for acquiring the right(s), including any recurring costs the consumer can expect to incur resulting from the right to obtain access to the accommodation, travel and any related products or services as specified;

The staggered payment schedule setting out equal amounts of instalments of this price for each year of the length of the contract and the dates on which they are due to be paid;

After year 1, subsequent amounts may be adjusted to ensure that the real value of those instalments is maintained, for instance to take account of inflation;

Outline of additional obligatory costs imposed under the contract; type of costs and indication of amounts (e.g. annual membership fees);

A summary of key services available to the consumer (e.g. discounted hotel stays and flights);

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



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Are they included in the costs indicated above?

If not, specify what is included and what has to be paid for (e.g. three-night stay included in annual membership fee, all other accommodation must be paid for separately);

Has the trader signed a code/codes of conduct and, if yes, where can it/they be found?

Part 2:

General information:

— The consumer has the right to withdraw from this contract without giving any reason within 14 calendar days from the conclusion of the contract or any binding preliminary contract or receipt of those contracts 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 has the right to terminate the contract without incurring any penalty by giving notice to the trader within 14 calendar days of receiving the request for payment for each annual instalment;

— The consumer shall not bear any costs or obligations other than those specified in the contract;

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



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— In accordance with international private law, the contract may be governed by a law other than the law of the Member State in which the consumer is resident or is habitually domiciled and possible disputes may be referred to courts other than those of the Member State in which the consumer is resident or is habitually domiciled.

Signature of the consumer:

Part 3:

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

— An appropriate and correct description of discounts available for future bookings, illustrated by a set of examples of recent offers;

— information on the restrictions on the consumer's ability to use the rights, such as limited availability or offers provided on a first-come-first-served basis, time limits on particular promotions and special discounts.

2. INFORMATION ON THE 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.



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3. ADDITIONAL INFORMATION

— Indication of the language(s) available for communication with the trader in relation to the contract, for instance in relation to the handling of queries and complaints;

— where applicable, the possibility for out-of-court dispute resolution. Acknowledgement of receipt of information.

Signature of the consumer:

STANDARD INFORMATION FORM FOR RESALE CONTRACTS

Part 1:

Identity, place of residence and legal status of the trader(s) which will be party to the contract;

Short description of the services (e.g. marketing); Duration of the contract;

Price to be paid by the consumer for acquiring the services;

Outline of additional obligatory costs imposed under the contract; type of costs and indication of amounts (e.g. local taxes, notary fees, cost of advertising);

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



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Has the trader signed a code/codes of conduct and, if yes, where can it/they be found?

Part 2:

General information:

— The consumer has the right to withdraw from this contract without giving any reason within 14 calendar days from the conclusion of the contract or any binding preliminary contract or receipt of those contracts if that takes place later;

— Any advance payment by the consumer is prohibited until the actual sale has taken place or the resale contract otherwise is terminated. 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 Member State in which the consumer is resident or is habitually domiciled and possible disputes may be referred to courts other than those of the Member State in which the consumer is resident or is habitually domiciled.

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



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Signature of the consumer:

Part 3:

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:

— 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;

— indication of the language(s) available for communication with the trader in relation to the contract, for instance in relation to the handling of queries and complaints,

— where applicable, the possibility for out-of-court dispute resolution. Acknowledgement of receipt of information.

Signature of the consumer:

STANDARD INFORMATION FORM FOR EXCHANGE CONTRACTS

Part 1:

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



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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;

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;
Price to be paid by the consumer for the exchange membership fees;

Outline of additional obligatory costs imposed under the contract; type of costs and indication of amounts (e.g. renewal fees, other recurrent fees, special levies, local taxes);

A summary of key services available to the consumer; Are they included in the costs indicated above?

If not, specify what is included and what has to be paid for (type of costs and indication of amounts; e.g. an estimate of the price to be paid for individual exchange transactions, including any additional charges);

Has the trader signed a code/codes of conduct and, if yes, where can it/they be found?

Part 2:

General information:

— The consumer has the right to withdraw from this contract without giving any reason within 14 calendar days from the conclusion of the contract

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



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or any binding preliminary contract or receipt of those contracts if that takes place later. In cases where the exchange contract is offered together with and at the same time as the timeshare contract, only a single withdrawal period shall apply to both contracts;

— 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 Member State in which the consumer is resident or is habitually domiciled and possible disputes may be referred to courts other than those of the Member State in which the consumer is resident or is habitually domiciled.

Signature of the consumer:

Part 3:

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

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



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— Explanation of how the exchange system works; the possibilities and modalities for exchange; an indication of the value allotted to the consumer's timeshare in the exchange system and a set of examples of concrete exchange possibilities;

— an indication of the number of resorts available and the number of members in the exchange system, including any limitations on the availability of particular accommodation selected by the consumer, for example, as the result of peak periods of demand, the potential need to book a long time in advance, and indications of any restrictions on the choice resulting from the timeshare rights deposited into the exchange system by the consumer.

2. INFORMATION ON THE PROPERTIES

— A brief and 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; description of where the consumer can obtain further information.

3. INFORMATION ON THE COSTS

— Information on the obligation on the trader to provide details before an exchange is arranged, in respect of each proposed exchange, of any additional charges for which the consumer is liable in respect of the exchange.

4. INFORMATION ON THE TERMINATION OF THE CONTRACT

— Where appropriate, information on the arrangements for the termination of ancillary contracts and the consequences of such termination;

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



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— 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.

5. ADDITIONAL INFORMATION

— Indication of the language(s) available for communication with the trader in relation to the contract, for instance in relation to the handling of queries and complaints;

— where applicable, the possibility for out-of-court dispute resolution. Acknowledgement of receipt of information.

Signature of the consumer:

Schedule 5

SEPARATE STANDARD WITHDRAWAL FORM TO FACILITATE THE RIGHT OF WITHDRAWAL

Right of withdrawal;

The consumer has the right to withdraw from this contract within 14 calendar days without giving any reason;

The right of withdrawal starts from ... (to be filled in by the trader before providing the form to the consumer);

Where the consumer has not received this form, the withdrawal period starts when the consumer has received this form, but expires in any case after one year and 14 calendar days;

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



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Where the consumer has not received all the required information, the withdrawal period starts when the consumer has received that information, but expires in any case after three months and 14 calendar days;

To exercise the right of withdrawal, the consumer shall notify the trader using the name and address indicated below by using a durable medium (e.g. written letter sent by post, e-mail). The consumer may use this form, but it is not obligatory;

Where the consumer exercises the right of withdrawal, the consumer shall not be liable for any costs;

In addition to the right of withdrawal, national contract law rules may provide for consumer rights, e.g. to terminate the contract in case of omission of information;

Ban on advance payment;

During the 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 acknowledgment of debt, etc.;

It includes not only payment to the trader, but also to third parties; Notice of withdrawal;

To (Name and address of the trader) (*);

I/We (**) hereby give notice that I/We (**) withdraw from the contract; Date of conclusion of contract (*);

Name(s) of consumer(s) (**);

Address(es) of consumer(s) (**);

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Legislation

Ireland (IE) Nr. 9



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Signature(s) of consumer(s) (only if this form is notified on paper) (**); Date (**);

(*) To be filled in by the trader before providing the form to the consumer;

(**) Delete as appropriate;

(**) To be filled in by the consumer(s) where this form is used to withdraw from the contract;

Acknowledgement of receipt of information. Signature of the consumer:

GIVEN under my Official Seal,

22 February 2011.

MARY HANAFIN,

Minister for Enterprise, Trade and Innovation.

EXPLANATORY NOTE.

(This note is not part of the Instrument and does not purport to be a legal interpretation.)

These Regulations give effect to European Parliament and Council Directive No. 2008/122/EC on the protection of consumers in respect of certain aspects of timeshare, long-term holiday product, resale and exchange contracts.

These Regulations are concerned with the information on the constituent parts of a contract that have to be provided by the trader to the consumer and arrangements for communication of that information so that the consumer can have all the information necessary to make a decision.

EU Consumer Law Acquis Compendium

Legislation

Ireland (IE) Nr. 9



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These Regulations provide that those seeking information on time-share properties must be supplied with information, giving a description of the property, details on the trader, location of property, the exact nature and content of the rights being purchased, the period and duration of the contract, its current status (e.g. under construction), associated services and facilities, the price to be paid and any other obligatory costs. It must also include the right or otherwise of resale or exchange for another property.

In these Regulations the information specified in the attached Schedules form an integral part of the contract, which has to be in writing, on paper or another durable medium and cannot be altered unless the parties expressly agree to the changes or the changes result from unforeseen circumstances beyond the trader's control and a copy of the contract has to be given to the consumer.

Other provisions of these Regulations deal with the right of withdrawal from the contract, a ban on advance payments prior to the signing of the contract and the language regime for contracts.

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