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TIMESHARE ACT, 1997

Principal Act

Act. No. 1998-01	<i>Commencement</i>	5.1.1998
	<i>Assent</i>	5.1.1998

English sources

None cited

EU Legislation/International Agreements involved:

Directive 2008/122/EC

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SCHEDULE 1

MINIMUM LIST OF ITEMS TO BE INCLUDED IN A TIMESHARE
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SCHEDULE 2

ENFORCEMENT

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AN ACT TO PROVIDE FOR RIGHTS TO CANCEL CERTAIN AGREEMENTS ABOUT TIMESHARE ACCOMMODATION AND TO TRANSPOSE INTO THE LAW OF GIBRALTAR COUNCIL DIRECTIVE 94/47/EC, ON THE PROTECTION OF PURCHASERS IN RESPECT OF CERTAIN ASPECTS OF CONTRACTS RELATING TO THE PURCHASE OF THE RIGHT TO USE IMMOVABLE PROPERTIES ON A TIMESHARE BASIS.

Title.

1. This Act may be cited as the Timeshare Act 1997.

Interpretation and application.

2(1) In this Act –

“credit” includes a cash loan and any other form of financial accommodation;

“the creditor” means a person who grants credit under a timeshare credit agreement;

"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;

“the Minister” means the Minister charged with responsibility for trade and industry;

“notice” means notice in writing;

"timeshare accommodation" means any living accommodation in a building in Gibraltar or elsewhere, used or intended to be used, wholly or partly, for leisure purposes by a class of persons (referred to 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;

“timeshare agreement” means an agreement concluded for at least three years under which timeshare rights are conferred or purport to be conferred on any person;

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“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:

"timeshare rights" means rights by virtue of which a person becomes or will become a timeshare user, being rights exercisable for a specified or specifiable period in a year which may not be less than one week.

(2) Timeshare rights do not include a person's rights under a contract of employment.

(3) For the purposes of sections 3 to 7, 8(2), 9(3), 12, 13 and 15, the definition of “timeshare rights” in sub-section (1) shall be construed as if after "become" there were inserted “, on payment of a global price,”.

(4) In this Act –

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

- (a) the agreement is to any extent governed by the law of Gibraltar; or
- (b) when the agreement is entered into, one or both of the parties are in Gibraltar.

(6) This Act also applies to any timeshare agreement if –

- (a) the relevant accommodation is situated in Gibraltar; or

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- (b) when the agreement is entered into, the offeree is ordinarily resident in Gibraltar and the relevant accommodation is situated in any other part of an EEA State, including the United Kingdom.

(7) For the purposes of sub-section (6), “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 or accommodation which is the subject of the agreement,

as the case may be.

Obligation to provide information.

3(1) A person who proposes in the course of a business to enter into a timeshare agreement as offeror (an "operator") must provide any person who requests information on the proposed accommodation with a document complying with sub-section (2).

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

sub-section (4) applies.

(4) Any information contained in that document, which was, or would on request have been, required to be provided under sub-section (2)(b), shall be deemed to be a term of the agreement if the offeree under the agreement is an individual who –

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- (a) is not acting in the course of a business; and
- (b) has received the document mentioned in sub-section (3).

(5) If, in a case where sub-section (4) 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
- (c) the change is expressly mentioned in the timeshare agreement.

(6) A person who contravenes sub-section (1) shall be guilty of an offence and liable –

- (a) on summary conviction, to a fine not exceeding level 5 on the standard scale; and
- (b) on conviction on indictment, to a fine.

(7) In this section "the proposed accommodation" means –

- (a) the accommodation which is the subject of the proposed agreement; or
- (b) the accommodation in the pool of accommodation which is the subject of the proposed agreement,

as the case may be.

Advertising of timeshare rights.

4(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 3(1) and where it may be obtained.

(2) A person who contravenes this section shall be guilty of an offence and liable –

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- (a) on summary conviction, to a fine not exceeding level 5 on the standard scale; 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 sub-section (1).

Obligatory terms of timeshare agreement.

5(1) A person shall not in the course of a business enter into a timeshare agreement as offeror unless the agreement includes, as terms set out in it, the information referred to in Schedule I.

(2) If and to the extent that any information set out in an agreement in accordance with sub-section (1) is inconsistent with any term (the “deemed term”) which is deemed to be included in the agreement under section 3(4), 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 sub-section (1) shall be guilty of an offence and liable –

- (a) on summary conviction, to a fine not exceeding level 5 on the standard scale; 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.

Form of agreement and language of brochure and agreement.

6(1) A person shall not in the course of a business enter into a timeshare agreement as offeror unless the agreement is in writing and complies with sub-sections (3) to (5), so far as applicable.

(2) A person who is required to provide a document under section 3(1) contravenes that sub-section if he does not provide a document which complies with sub-sections (3) and (4), 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 official language, or one of the official languages, of the EEA State in which he is resident; or
- (b) the official language, or one of the official languages, of the EEA State of which he is a national.

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

(5) If the offeree is resident in Gibraltar the agreement shall be drawn up in English, in addition to any other language in which it may under sub-section (3) or (4) be drawn up.

(6) A person who contravenes sub-section (1) shall be guilty of an offence and liable-

- (a) on summary conviction, to a fine not exceeding level 5 on the standard scale; and
- (b) on conviction on indictment, to a fine.

(7) In this section "the customer" means-

- (a) for the purposes of sub-section (1), the offeree; and
- (b) for the purposes of sub-section (2), the person to whom the document is required to be provided.

(8) Sub-section (1) only applies if the offeree-

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

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Translation of agreement.

7(1) A person shall not in the course of a business enter into a timeshare agreement as offeror unless he complies with sub-section (2).

(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 outside Gibraltar but in an EEA State other than the United Kingdom, the offeror must provide the offeree with a certified translation of the agreement in the official language, or one of the official languages, of that State.

(3) Sub-section (1) does not apply if the agreement is drawn up in a language in which the translation is required or permitted to be made.

(4) A person who contravenes sub-section (1) is guilty of an offence and liable-

- (a) on summary conviction, to a fine not exceeding level 5 on the standard scale; and
- (b) on conviction on indictment, to a fine.

(5) 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.

(6) This section only applies if the offeree-

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

Obligation to give notice of right to cancel timeshare agreement.

8(1) A person shall not in the course of a business enter into a timeshare agreement as offeror unless the offeree has received, together with a document setting out the terms of the agreement, or the substance of those terms, notice of his right to cancel the agreement.

(2) A notice under this section shall state-

- (a) a period being not less than 14 days beginning on the date on which the agreement is entered into during which the offeree is entitled to give notice of cancellation of the agreement to the offeror;

- (b) that if the offeree gives such a notice to the offeror during that period he will 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;
 - (c) that if the offeree is an individual and gives a notice to the offeror as mentioned in paragraph (b), the notice will have the effect of cancelling any related timeshare credit agreement; and
 - (d) that “related timeshare credit agreement” means a timeshare credit agreement under which credit which fully or partly covers the price under the agreement is granted.
 - (e) if the offeree is an individual he may in exceptional circumstances have further rights to cancel the timeshare agreement in addition to those mentioned in this sub-section.
- (3) A person who contravenes this section shall be guilty of an offence and liable-
- (a) on summary conviction, to a fine not exceeding level 5 on the standard scale; and
 - (b) on conviction on indictment, to a fine.

Obligation to give notice of right to cancel timeshare credit agreement.

9(1) A person shall not in the course of a business enter into a timeshare credit agreement as creditor unless the offeree has received, together with a document setting out the terms of the agreement or the substance of those terms, notice of his right to cancel the agreement.

- (2) A notice under this section must state –
- (a) a period being not less than 14 days beginning on the date on which the agreement is entered into during which the offeree is entitled to give notice of cancellation of the agreement to the creditor;
 - (b) that, if the offeree gives such a notice to the creditor during that period, then -

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- (i) so far as the agreement relates to repayment of credit and payment of interest, it shall have effect subject to section 16; and
- (ii) subject to sub-paragraph (i), the offeree will have no further rights or obligations under the agreement.

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

Provisions supplementary to sections 8 and 9.

10(1) Sections 8 and 9 do not apply where, in entering into the agreement, the offeree is acting in the course of a business.

(2) A notice under section 8 or 9 must be accompanied by a blank notice of cancellation and both notices shall –

- (a) be in such form as the Minister may by regulation prescribe; and
- (b) comply with such requirements (whether as to type, size, colour or disposition of lettering, quality or colour of paper, or otherwise) as the Minister may by regulation prescribe for securing that the notice is prominent and easily legible.

(3) An agreement is not invalidated by reason of a contravention of section 8 or 9.

Right to cancel timeshare agreement.

11(1) Where a person has entered, or proposes to enter, into a timeshare agreement as offeree and has received the notice required under section 8 before entering into the agreement, he may give notice of cancellation of the agreement to the offeror at any time during the period specified in the notice pursuant to section 8(2)(a).

(2) The timeshare agreement may not be enforced against a person during the period specified in the notice pursuant to section 8(2)(a).

(3) Subject to sub-section (4), where a person who enters into a timeshare agreement as offeree has not received the notice required under section 8 before entering into the agreement, the agreement may not be enforced against him and he may give notice of cancellation of the agreement to the offeror at any time.

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(4) If in a case falling within sub-section (3) 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) sub-section (3) 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 sub-section (3).

(5) Where notice of cancellation of the agreement is given by the offeree to the offeror, within the time allowed under this section or section 12, the agreement shall be cancelled.

(6) Where notice of cancellation of the agreement is given by the offeree to the offeror before the agreement has been entered into, within the time allowed under this section, it shall have the effect of withdrawing any offer to enter into the agreement.

(7) Where a timeshare agreement is cancelled under this section or section 12, then, subject to sub-section (10) –

- (a) the agreement shall cease to be enforceable; and
- (b) sub-section (9) applies.

(8) Sub-section (9) shall also apply where giving a notice of cancellation has the effect of withdrawing an offer to enter into a timeshare agreement.

(9) 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:

Provided that no sum may be recovered by or on behalf of the offeror from the offeree in respect of the agreement.

(10) 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 12, the agreement so far as it relates to repayment of the credit and payment of interest -

- (a) shall continue to be enforceable, subject to section 16; and
- (b) the notice required under section 8 shall also state that fact.

Additional right to cancel timeshare agreement.

12(1) If a timeshare agreement does not include, as terms set out in it, the information referred to in paragraphs (a), (b), (c), (d)(i), (d)(ii), (h), (i), (k), (l) and (m) of Schedule 1, 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 sub-section (1) 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 sub-section (1).

(3) If the last day of the period referred to in sub-section (1) above or the last day of the period of ten days referred to in sub-section (2) 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 sub-section (1) to a timeshare agreement includes a reference to a binding preliminary agreement.

(5) This section only applies if the offeree-

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

Advance payments.

13(1) A person who enters, or proposes to enter, in the course of a business into a timeshare agreement 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 11 or 12.

(2) A person who contravenes this section shall be guilty of an offence and liable –

- (a) on summary conviction to a fine not exceeding level 5 on the standard scale; and
- (b) on conviction on indictment, to a fine.

(3) Sub-section (1) only applies if the offeree or proposed offeree –

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

Right to cancel timeshare credit agreement by giving notice.

14(1) A person may give notice of cancellation of the agreement to the creditor at any time before the expiry of the period required under section 9 (2)(a) before entering into the agreement if he –

- (a) has entered into a timeshare credit agreement as offeree; and
- (b) has received the notice required under section 9 before entering into the agreement.

(2) Subject to sub-section (3), where a person who enters into a timeshare credit agreement as offeree has not received the notice required under section 9 before entering into the agreement, he may give notice of cancellation of the agreement to the creditor at any time.

(3) If in a case falling within sub-section (2) 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) Where notice of cancellation of the agreement is given by the offeree to the creditor, within the time allowed under this section, the agreement shall be cancelled.

(5) Where a timeshare credit agreement is cancelled under this section or section 15 -

- (a) the agreement shall continue in force, subject to section 16, so far as it relates to repayment of the credit and payment of interest; and

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

Automatic cancellation of timeshare credit agreement.

15(1) Where –

- (a) a notice of cancellation of a timeshare agreement is given under section 11 or 12; 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.

(2) Where a timeshare credit agreement is cancelled as mentioned in sub-section (1), 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) Sub-section (1) only applies if the offeree under the timeshare agreement concerned is an individual.

Repayment of credit and interest.

16(1) This section applies following –

- (a) the giving of notice of cancellation of a timeshare agreement in accordance with section 11 in a case where sub-section (10) of that section applies;
- (b) the giving of notice of cancellation of a timeshare credit agreement in accordance with section 14; or
- (c) the cancellation of a timeshare credit agreement by virtue of section 15.

(2) No interest shall be payable on the amount repaid, if the offeree repays the whole or a portion of the credit –

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- (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 15 (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.

(3) If the whole of a credit repayable by instalments is not repaid on or before the date specified in sub-section (2)(b), the offeree shall not be liable to repay any of the credit except on receipt of a request in writing in such form as the Minister may by regulation prescribe, 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.

Defence of due diligence.

17(1) In proceedings against a person for an offence under section 3(6), 4(2), 5(3), 6(6), 7(4), 8(3) or 13(2) 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 sub-section (1) 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 he has served a notice under sub-section (3) on the person bringing the proceedings not less than seven clear days before the hearing of the proceedings.

(3) A notice under this sub-section 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.

Liability of persons other than principal offender.

18(1) Where the commission by a person of an offence under section 3(6), 4(2), 5(3), 6(6), 7(4), 8(3) or 13(2) is due to the act or default of some other

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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 3(6), 4(2), 5(3), 6(6), 7(4), 8(3) or 13(2) (including where it is so guilty by virtue of sub-section (I)) 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, sub-section (2) 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.

Enforcement.

19. Schedule 2 (which makes provision about enforcement) shall have effect.

Civil proceedings.

20(1) The obligation to comply with section 3(1) 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 sub-section and a contravention of the obligation shall be actionable accordingly.

(2) The obligation to comply with section 5(1), 6(1), and 7(1) 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 15(2) 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.

Prosecution time limit.

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21(1) No proceedings for an offence under section 3(6), 4(2), 5(3), 6(6), 7(4), 8(3) or 13(2) or paragraph 3(3) or 5(1) of Schedule 2 shall be commenced after the earlier of –

- (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.

(2) For the purposes of this section a certificate signed by or on behalf of the Attorney-General 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.

General provisions.

22(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 3 to 16 are in addition to any rights conferred or duties imposed by or under any other enactment.

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

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

(5) Regulations made by the Minister under this Act may make different provision for different cases or circumstances.

SCHEDULES

SCHEDULE I

Sections 3(2)(b), 5(1) and 12(1)

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MINIMUM LIST OF ITEMS TO BE INCLUDED IN A TIMESHARE AGREEMENT TO WHICH SECTION 5 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;
 - (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.

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- (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 acquisition 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 organized by the offeror or by a third party designated by him in the agreement.
- (l) Information on the right to cancel or withdraw from the agreement and indication of the person to whom any letter of cancellation or withdrawal should be sent, specifying also the arrangements under which such letters may be sent; where appropriate, information on the arrangements for the cancellation of the credit agreement linked to the agreement in the event of cancellation of the agreement or withdrawal from it.
- (m) The date and place of each party's signing of the agreement.

This version is out of date

SCHEDULE 2

Sections 19 and 21(1)

ENFORCEMENT

Enforcement authority.

1. The Minister shall be the enforcement authority for the purposes of this Schedule, and it shall be his duty to enforce the provisions of this Act.

Powers of enforcement authority.

2(1) If the Minister has reasonable grounds for suspecting that an offence under any of sections 3 to 8 or 13 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 any information so relating which is contained in a computer, and take copies of it,

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

(2) If the Minister 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.

(3) The powers of the Minister under this paragraph may be exercised by him only at a reasonable hour.

(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 Supreme Court.

Obstructors.

3(1) A person shall be guilty of an offence and liable on summary conviction to a fine not exceeding level 5 of the standard scale if he –

- (a) intentionally obstructs the Minister acting in pursuance of this Schedule;

- (b) without reasonable excuse fails to comply with a requirement made of him by the Minister under paragraph 2(1); or
- (c) without reasonable excuse fails to give the Minister acting in pursuance of this Schedule any other assistance or information which he has reasonably required of him for the purpose of the performance of his functions under this Schedule.

(2) A person shall be guilty of an offence and shall be liable on summary conviction, to a fine not exceeding level 5 on the standard scale, and on conviction on indictment, to a fine, if he, in giving information to the Minister 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.

Privilege against self-incrimination.

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

Disclosure of Information.

5(1) If a person discloses to another any information obtained in the exercise of functions under this Schedule he is guilty of an offence unless the disclosure was made in or for the purpose of the performance by him or any other person of any such functions.

(2) A person guilty of an offence under sub-paragraph (1) above is liable –

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