

**SECOND SUPPLEMENT TO THE GIBRALTAR
GAZETTE
No. 3929 of 10 May, 2012**

LEGAL NOTICE NO. 77 OF 2012.

INTERPRETATION AND GENERAL CLAUSES ACT

TIMESHARE ACT 1997 (AMENDMENT) REGULATIONS 2012

In exercise of the powers conferred on it by section 23(g)(ii) of the Interpretation and General Clauses Act and in order to transpose into the law of Gibraltar Council Directive 2008/122/EC of the European Parliament and of the Council of 14 January 2009 on the protection of consumers in respect of certain aspects of timeshare, long-term holiday product, resale and exchange contracts, the Government has made the following Regulations—

Title and commencement.

1. These Regulations may be cited as the Timeshare Act 1997 (Amendment) Regulations 2012 and come into operation on the day of publication.

Amendment of the Timeshare Act 1997.

2. The Timeshare Act 1997 is amended in accordance with the provisions of these Regulations.

Amendment of the Long Title.

3. The Long Title is amended by substituting for the existing words, the words “AN ACT to provide for the protection of consumers in relation to timeshares, related holiday products and matters connected thereto.”.

Amendment of Short Title.

4. In section 1 for the words “Timeshare Act” substitute the words “Timeshare and Related Contracts Act”.

New subsection 1A.

5. After section 1 insert the following section—

“Scope of Act.

1A.(1) This Act applies to trader-to-consumer transactions and shall be without prejudice to any other enactment which—

- (a) provides for general contract law remedies;
- (b) relates to the registration of immovable or movable property and conveyance of immovable property;
- (c) relates to conditions of establishment or authorisation regimes or licensing requirements; and
- (d) relates to the determination of the legal nature of the rights which are the subject of the contracts covered by this Act.

(2) In calculating the duration of a timeshare contract or a long-term holiday product contract, as defined in section 2, any provision in the contract allowing for tacit renewal or prolongation shall be taken into account.”.

Amendment of section 2.

6. In section 2—

- (a) for the definitions “credit” and “the creditor” substitute the following definitions—

“ancillary contract” means a contract under which the consumer acquires services which are related to a timeshare contract or long-term holiday product contract and which are provided by the trader or a third party on the basis of an arrangement between that third party and the trader;

“code of conduct” means an agreement or set of rules not imposed by law, regulation or administrative provision of Gibraltar or an EEA State which defines the behaviour of traders who undertake to be bound by the code in relation to one or more particular commercial practices or business sectors;

“code owner” means any entity, including a trader or group of traders, which is responsible for the formulation and

revision of a code of conduct for monitoring compliance with the code by those who have undertaken to be bound by it, or both;

“consumer” means a natural person who is acting for purposes which are outside that person's trade, business, craft or profession;

“durable medium” means any instrument which enables the consumer or the trader to store information addressed personally to him in a way which is accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;”;

- (b) after the definition of “EEA State” insert the following definitions–

““exchange contract” means a contract under which a consumer, for consideration, joins an exchange system which allows that consumer access to overnight accommodation or other services in exchange for granting to other persons temporary access to the benefits of the rights deriving from that consumer's timeshare contract;

“long-term holiday product contract” means a contract of a duration of more than one year under which a consumer, for consideration, acquires primarily the right to obtain discounts or other benefits in respect of accommodation, in isolation or together with travel or other services. In calculating the duration of a long-term holiday product, any provision in the contract allowing for tacit renewal or prolongation shall be taken into account;”;

- (c) for the definitions “the Minister”, “notice”, “timeshare accommodation”, “timeshare agreement”, “timeshare credit agreement” and “timeshare rights” substitute the following definitions–

““Minister” means the Minister responsible for consumer affairs;

“regulated contract” means a timeshare, long-holiday term product, resale or exchange contract;

“resale contract” means a contract under which a trader, for consideration, assists a consumer to sell or buy a timeshare or a long-term holiday product”;

“timeshare contract” means a contract of a duration of more than one year under which a consumer, for consideration, acquires the right to use one or more overnight accommodation for more than one period of occupation. In calculating the duration of a timeshare contract, any provision in the contract allowing for tacit renewal or prolongation shall be taken into account;

“trader” means a natural or legal person who is acting for purposes relating to that person’s trade, business, craft or profession and anyone acting in the name of or on behalf of a trader.”.

Substitution of sections 3 to 22.

7. For sections 3 to 22 substitute the following sections–

“Advertising.

- 3.(1) Any advertising by the trader shall specify the possibility of obtaining the information referred to in section 4(1) and shall also indicate where such information can be obtained.
- (2) Where a regulated contract is to be offered to a consumer in person at a promotion or sales event, the trader shall clearly indicate in the invitation to the same, the commercial purpose of the invitation and nature of such event.
- (3) The information referred to in section 4(1) shall be made available by the trader to the consumer at any time during the event.
- (4) A timeshare or long-term holiday product shall not be marketed or sold as an investment.

Trader to provide pre-contractual information.

- 4.(1) The trader shall, in good time before the consumer is bound by any contract or offer, provide the consumer, in a clear and comprehensible manner with accurate and sufficient information as follows–
- (a) in the case of a timeshare contract: by means of the standard information form as set out in Schedule 1 and information as listed in Part 3 of that form;
 - (b) in the case of a long-term holiday product contract: by means of the standard information form as set out in Schedule 2 and information as listed in Part 3 of that form;
 - (c) in the case of a resale contract: by means of the standard information form as set out in Schedule 3 and information as listed in Part 3 of that form;
 - (d) in the case of an exchange contract: by means of the standard information form as set out in Schedule 4 and information as listed in Part 3 of that form.
- (2) The information referred to in subsection (1) must be provided by the trader free of charge and on paper or on another durable medium which is easily accessible to the consumer.
- (3) The information referred to in subsection (1) shall be drawn up in English or in one of the languages of the EEA State in which the consumer is resident or a national, at the choice of the consumer, provided such language is an official language of the European Union.

Contract formalities.

- 5.(1) A trader must not enter into a regulated contract unless that contract complies with the requirements of this section.
- (2) A regulated contract must–

- (a) be in writing;
 - (b) be on paper or on another durable medium;
 - (c) include the information referred to under section 4(1);
 - (d) include the identity, place of residence and signature of each of the parties.
 - (e) include the date and place of the conclusion of the contract.
- (3) A regulated contract must be drawn up in English or in one of the languages of the country in which the consumer is resident or a national, at the choice of the consumer, provided such language is an official language of an EEA State.
- (4) In addition to any other language in which it is drawn up pursuant to subsection (3) a regulated contract must be drawn up in English where—
- (a) the consumer is resident in Gibraltar; or
 - (b) the trader carries out sale activities in Gibraltar.
- (5) The information referred to in section 4(1) shall form an integral part of a regulated contract and shall not be altered unless—
- (a) the parties expressly agree otherwise; or
 - (b) 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 has been exercised,

and any changes to the information referred to in section 4(1) shall be communicated to the consumer, on paper or on another medium easily accessible to the consumer before the contract is concluded and shall be expressly mentioned in the contract.

- (6) Before the conclusion of a regulated contract, the trader shall explicitly draw the consumer's attention to—
 - (a) the existence of the right of withdrawal;
 - (b) the length of the withdrawal period as provided for in section 6; and
 - (c) the ban on advance payments during the withdrawal period as provided for in section 9.
- (7) A regulated contract shall include separate contractual clauses providing in respect of each of the matters set out in subsection (6) and each corresponding contractual clause shall be signed separately by the consumer.
- (8) The separate standard withdrawal form to facilitate the right of withdrawal as set out in Schedule 5 must be included in a regulated contract.
- (9) At the time that a regulated contract is concluded the trader must provide the consumer with a copy or, as the case may be, copies of that contract.

Right of withdrawal.

- 6.(1) A consumer may withdraw from a regulated contract if during the withdrawal period the trader is notified of the withdrawal, and where the right to withdraw is exercised the consumer shall not be required to give any reason therefor.
- (2) The withdrawal period is 14 days—
 - (a) from the day of the conclusion of the regulated contract or of any binding preliminary contract; or
 - (b) from the day when the consumer receives the regulated contract or any binding preliminary contract if it is later than the date referred to in paragraph (a).
- (3) The withdrawal period shall expire—

- (a) after 1 year and 14 calendar days from the day referred to in subsection (2), where a separate withdrawal form as required by section 5(8) has not been filled in by the trader and provided to the consumer in writing, on paper or on another durable medium;
 - (b) after 3 months and 14 days from the day referred to in subsection (2) where the information referred to in regulation 4(1) including the applicable standard form set out in Schedules 1 to 4, has not been provided to the consumer in writing, on paper or another durable medium.
- (4) Where the separate standard form required under section 5(8) has been filled in by the trader and provided to the consumer in writing, on paper or on another durable medium within 1 year from the day referred to subsection (2), then the withdrawal period referred to in this section shall start from the day the consumer receives that form.
- (5) Where the information referred to under section 4(1), including the applicable standard form set out in Schedules 1 to 4, has been provided to the consumer in writing, on paper or another durable medium, within 3 months from the day referred to in subsection (2), then the withdrawal period shall start from the day the consumer receives that information.
- (6) Where the exchange contract is offered to the consumer together with and at the same time as the timeshare contract, only a single withdrawal period in accordance with subsection (1) shall apply to both contracts, and the withdrawal period shall be calculated according to subsection (2) as they apply to the timeshare contract.

Exercise of right of withdrawal.

- 7.(1) If a consumer intends to exercise the right of withdrawal, the consumer shall, before the expiry of the withdrawal period notify the trader on paper or on another durable medium of the decision to withdraw.

- (2) The consumer may use the standard withdrawal form set out in Schedule 5 and provided by the trader in accordance with section 5(8).
- (3) The deadline shall be deemed to have been met if such notification is sent before the withdrawal period has expired.

Effect of withdrawal.

- 8.(1) The exercise of the right of withdrawal by the consumer terminates the obligation of the parties to perform the contract.
- (2) Where a consumer exercises the right of withdrawal the consumer shall not bear any cost nor be liable for any value corresponding to the service which may have been performed before withdrawal.

Advance payments.

- 9.(1) It is an offence for a trader or any third party to accept from a consumer, before the end of the withdrawal period (as calculated in accordance with section 6)–
 - (a) an advance provision of guarantee;
 - (b) reservation of money on account;
 - (c) an explicit acknowledgement of debt; or
 - (d) any other consideration,in relation to timeshare, long-term holiday products and exchange contracts.
- (2) It is an offence for a trader or any third party to accept from a consumer, before the actual sale takes place or the resale contract is otherwise terminated–
 - (a) an advance provision of guarantee;
 - (b) reservation of money on account;
 - (c) an explicit acknowledgement of debt; or

- (d) any other consideration.
- (3) Where a person is convicted of an offence under this section the court, in addition to any other penalty which it may impose, may order the trader returns to the consumer the consideration advanced in contravention of this section.

Long-term holiday product contract.

- 10.(1) It is an offence for a trader to accept any payment in respect of a long-term holiday product contract unless such payment is made according to a staggered payment schedule.
- (2) The payment schedule shall provide for payments, including any membership fee, to be divided into yearly instalments, each of which shall be of equal value.
- (3) The trader shall send the consumer a written request for payment, on paper or on another durable medium, at least 14 calendar days in advance of each due date.
- (4) From the second instalment payment onwards, the consumer may terminate the contract without incurring any penalty by giving notice to the trader within 14 calendar days of receiving a request for payment for an instalment.
- (5) The right to terminate in accordance with subsection (4) is without prejudice to any other right to terminate the contract under any other applicable law.

Termination of ancillary contracts.

- 11.(1) If a consumer exercises the right to withdraw from a timeshare or long-term holiday product contract, any exchange contract ancillary to it or any other ancillary contract shall be automatically terminated and at no cost to the consumer.
- (2) Without prejudice to the provisions of the Financial Services (Consumer Credit) Act 2011, where the price is fully or partly covered by a credit granted to a consumer—
 - (a) by a trader; or

- (b) by a third party on the basis of an arrangement between the third party and the trader,

and the consumer exercises the right to withdraw from a regulated contract, the credit agreement shall be terminated, at no cost to the consumer.

- (3) The Government may by regulations provide for detailed rules on the termination of ancillary contracts.

Applicable law.

- 12.(1) If the law applicable to a contract to which this Act applies is the law of Gibraltar or that of an EEA State, a consumer may not waive the rights conferred on him by this Act and any term in a contract which purports to do so is not enforceable.
- (2) Subsection (3) applies to a case where the applicable law of the contract is that of a third country and performance of all or some of its terms is in Gibraltar.
- (3) A term of a contract which deprives a consumer of any protection granted by this Act is not enforceable if—
 - (a) any of the immovable properties concerned, to which the contract refers, is situated within Gibraltar; or
 - (b) in the case of a contract not directly related to immovable property, the trader pursues commercial or professional activities in Gibraltar or, by any means, directs such activities to Gibraltar and the contract falls within the scope of such activities.

Appointment of competent authority.

- 13.(1) Subject to subsection (2) the Consumer Officer appointed under section 11 of the Consumer Protection (Unfair Trading) Act 2008 is designated as the competent authority for the purposes of enforcement of the provisions of this Act.

- (2) The Government may by notice in the Gazette substitute the Consumer Officer with such other person as it deems fit.

Powers of the competent authority.

- 14.(1) Subsection (2) applies if the Consumer Officer has reasonable cause to suspect that an offence under the provisions of this Act has been committed.
- (2) The Consumer Officer may, for the purpose of ascertaining whether the offence has been committed, require a trader to produce any document relating to the trader's business and take copies of it or of any entry in it.
- (3) If the Consumer Officer has reason to believe that any documents may be required as evidence in proceedings for such an offence, the officer may seize and detain them and must, if the officer does so, inform the person from whom they are seized.
- (4) The powers in subsections (2) and (3) may only be exercised by an officer at a reasonable hour.
- (5) In this section "document" includes information recorded in any form.
- (6) The reference in subsection (2) to the production of documents is, in the case of a document which contains information recorded otherwise than in legible form, a reference to the production of a copy of the information in legible form.
- (7) Nothing in this section is to be construed as requiring a person to answer any question or give any information if to do so might incriminate that person.
- (8) Nothing in this section gives or confers a power to require any person to produce, or to seize from another person, a document to which the other person would be entitled to refuse to produce on the grounds of legal professional privilege.

Additional functions of the Consumer Officer.

15. The Consumer Officer shall have the following functions—

- (a) to inform consumers of the provisions of this Act
- (b) to encourage, where appropriate, traders and code owners to inform consumers of their codes of conduct; and
- (c) such other functions that the Minister may by Legal Notice direct.

Obstruction of Consumer Officer.

16.(1) A person commits an offence if the person—

- (a) intentionally obstructs the Consumer Officer from acting in pursuance of this Act;
- (b) intentionally fails to comply with any requirement properly made of the person by such an officer under section 14;
- (c) without reasonable cause fails to give such an officer any other assistance or information which the officer may reasonably require of the person for the purpose of the officer's functions under this Act.

(2) A person commits an offence if the person, in giving information to the Consumer Officer who is acting in pursuance of this Act—

- (a) makes a statement which the person knows to be false in a material particular; or
- (b) recklessly makes a statement which is false in a material particular.

(3) A person guilty of an offence under this section is liable on summary conviction to imprisonment for 12 months or to a fine not exceeding level 5 on the standard scale, or both.

Offences by corporate bodies.

17.(1) If an offence under this Act is committed by a corporate body and it is proved—

- (a) to have been committed with the consent or connivance of an officer; or
- (b) to be attributable to any neglect on the part of an officer,

the officer as well as the corporate body commits the offence and is liable to be proceeded against and punished accordingly.

- (2) In subsection (1) “officer”, in relation to a corporate body, means a director, manager, secretary or other similar officer of the body, or a person purporting to act in any such capacity.
- (3) If the affairs of a corporate body are managed by its members, subsection (1) 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.

General penalty.

- 18. Where any provision in this Act creates an offence in respect of which no penalty is specified, a person convicted of such offence shall be liable on summary conviction to imprisonment for 9 months or to a fine not exceeding level 4 on the standard scale, or both.

Encouragement of out-of-court redress.

- 19.(1) The Minister shall take such steps as are required to encourage the setting up or development of adequate and effective out-of-court complaints and redress procedures for the settlement of consumer disputes under this Act and shall, where appropriate, take measures to encourage traders and their branch organisations to inform consumers of the availability of such procedures.
- (2) If appropriate, the Minister may by regulations provide for any matter set out in subsection (1) or any ancillary matters.”.

8. For Schedules 1 and 2 substitute Schedules 1 to 5–

“SCHEDULE 1

Sections 4(1)(a),6(3)(b),6(5)

**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):
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:

<p>General Information:</p> <p>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.</p> <p>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.</p> <p>The consumer shall not bear any costs or obligations other than those specified in the contract.</p> <p>In accordance with international private law, the contract may be governed by a law other than the law of the place in which the consumer is resident or is habitually domiciled and possible disputes may be referred to courts other than those of the place in which the consumer is resident or is habitually domiciled.</p> <p>Signature of the consumer:</p>

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

- conditions governing the exercise of the right which is the subject of the contract within the territory of any EEA States in which the property or properties concerned are situated and information on whether these 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 OF THE PROPERTIES

- where the contract concerns a specific immovable property, an accurate and detailed description of that property and its location; where the contract concerns a number of properties (multi-resorts), an appropriate description of the properties and their location; where the contract concerns accommodation other than immovable property, an appropriate description of the accommodation and the facilities,
- the services (e.g. electricity, water, maintenance, refuse collection) to which the consumer has or will have access to and under what conditions,
- where applicable, the common facilities, such as swimming pool, sauna etc., to which the consumer has or may have access and under what conditions.

3. ADDITIONAL REQUIREMENTS FOR ACCOMMODATION UNDER CONSTRUCTION (where applicable)

- the state of completion of the accommodation and of the services rendering the accommodation fully operational (gas, electricity, water and telephone connections) and any facilities to which the consumer will have access,
- the deadline for completion of the accommodation and of the services

rendering it fully operational (gas, electricity, water and telephone connections) and a reasonable estimate of the deadline for the completion of any facilities to which the consumer will have access,

- the number of the building permit and the name(s) and full address(es) of the competent authority or authorities,

- a guarantee regarding completion of the accommodation or a guarantee regarding reimbursement of any payment made if the accommodation is not completed and, where appropriate, the conditions governing the operation of such guarantees.

4. INFORMATION ON THE COSTS

- an accurate and appropriate description of all costs associated with the timeshare contract; how these costs will be allocated to the consumer and how and when such costs may be increased; the method for the calculation of the amount of charges relating to occupation of the property, the mandatory statutory charges (for example, taxes and fees) and the administrative overheads (for example, management maintenance and repairs),

- where applicable, information on whether there are any charges, mortgages, encumbrances or any other liens recorded against title to the accommodation.

5. INFORMATION ON TERMINATION OF THE CONTRACT

- where appropriate, information on the arrangements for the termination of ancillary contracts and the consequences of such termination,

- conditions for terminating the contract, the consequences of termination, and information on any liability of the consumer for any costs which might result from such termination.

6. ADDITIONAL INFORMATION

- information on how maintenance and repairs of the property and its administration and management are arranged, including whether and how consumers may influence and participate in the decisions regarding these issues,

- information on whether or not it is possible to join a system for the resale

of the contractual rights, information about the relevant system and an indication of costs related to resale through this system,

- indication of the language(s) available for communication with the trader in relation to the contract for instance in relation to management decisions, increase of costs and the handling of queries and complaints,

- where applicable, the possibility for out-of-court dispute resolution.

Acknowledgement of receipt of information:

Signature of the consumer:

SCHEDULE 2

Sections 4(1)(b),6(3)(b),6(5)

**STANDARD INFORMATION FORM FOR LONG-TERM HOLIDAY
PRODUCT 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: 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 1 year, 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): 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.

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

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:

SCHEDULE 3

Sections 4(1)(c),6(3)(b),6(5)

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

Part 2:

<p><u>General Information:</u></p> <ul style="list-style-type: none">- 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 place in which the consumer is resident or is habitually domiciled and possible disputes may be referred to courts other than those of the place 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:

- 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:

SCHEDULE 4

Sections 4(1)(d),6(3)(b),6(5)

**STANDARD INFORMATION FORM FOR EXCHANGE
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: 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 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 the accordance with international private law, the contract may be governed by a law other than the law of the place in which the consumer resident or is habitually domiciled and possible disputes may be referred to courts other than those of the place 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

- 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 the 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 OF THE PROPERTIES

- 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 facilities; description of where the consumer can obtain further information.

3. INFORMATION OF 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,

- 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

Regulation 5(8),7(2)

**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.

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 acknowledgement 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) (***):
- 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:”.

Dated 10th May, 2012.

S SACRAMENTO,
Minister for Equality and Social Services,
For the Government.

EXPLANATORY MEMORANDUM

These Regulations transpose Directive 2008/122/EC of the European Parliament and of the Council on the protection of consumers in respect of certain aspects of timeshare, long-term holiday product, resale and exchange contracts.

The Regulations make amendments to the Timeshares Act 2007. The principal amendments are as follows—

Pre-contractual information: in good time before the consumer is bound by any contract or offer, the trader shall provide the consumer, in a clear and comprehensible manner, with accurate and sufficient information in the case of a timeshare contract, a long-term holiday product contract, a resale contract and an exchange contract. This information shall be provided, free of charge, by the trader on paper or on another durable medium which is easily accessible to the consumer, by means of the standard information forms set out in the Schedules.

Right of withdrawal: the consumer shall be given a period of 14 calendar days to withdraw from the contract, without giving any reason. The period may be extended if the relevant information has not been provided by the trader.

The exercise of the right of withdrawal by the consumer terminates the obligation of the parties to perform the contract. Where the consumer exercises the right of withdrawal, the consumer shall neither bear any cost nor be liable for any value corresponding to the service which may have been performed before withdrawal. Moreover, the expiration of the withdrawal period does not preclude consumers from seeking remedies for breaches of the information requirements.

Advance payment: In relation to contracts, any advance payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt or any other consideration to the trader or to any third party by the consumer before the end of the withdrawal period, is prohibited.

For long-term holiday product contracts, payment shall be made according to a staggered payment schedule. Any payment of the price specified in the contract otherwise than in accordance with the staggered payment schedule is prohibited.

Application in international cases: (a) where the law applicable to the contract is Gibraltar law or that of an EEA State, consumers may not waive the rights conferred on them by the Act; (b) where the applicable law is that of a third country, consumers must not be deprived of the protection granted by the Act if: (i) any of the immovable properties concerned is situated within Gibraltar; or (ii) in the case of a contract not directly related to immovable property, the trader pursues commercial or professional activities in Gibraltar or, by any means, directs such activities to Gibraltar and the contract falls within the scope of such activities.