SUBSIDIARY LEGISLATION 409.02

PROTECTION OF CONSUMERS (TIMESHARE, LONG-TERM HOLIDAY PRODUCT, RESALE AND EXCHANGE CONTRACTS) REGULATIONS

25th March, 2011

LEGAL NOTICE 109 of 2011.

Citation.

1. The title of these regulations is the Protection of Consumers in respect of certain aspects of Timeshare, Long-Term Holiday Product, Resale and Exchange Contracts) Regulations.

Scope.

2. (1) These regulations transpose the provisions of the Council Directive 2008/122/EC. of the European Parliament and of the Council of 14 January 2009.

Application.

(2) The purpose of these regulations is to contribute to the proper functioning of the internal market and to achieve a high level of consumer protection, by approximating the laws, regulations and administrative provisions in respect of certain aspects of the marketing, sale and resale of timeshares and long-term holiday products as well as exchange contracts.

(3) These regulations apply to trader-to-consumer transactions and shall be without prejudice to laws:

(*a*) providing for general contract law remedies;

(*b*) relating to the registration of immovable or movable property and conveyance of immovable property;

(*c*) relating to conditions of establishment or authorisation regimes or licensing requirements; and

(*d*) relating to the determination of the legal nature of the rights which are the subject of the contracts covered by these regulations.

Interpretation.

3. In these regulations, unless the context otherwise requires:

Cap. 409.

"the Act" means the Malta Travel and Tourism Services Act;

"accommodation" means any movable or immovable facility designated for overnight stays;

"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;

"authorised officer" means any officer appointed and authorised in writing by the Authority to exercise the functions conferred in these regulations on such officers;

"the Authority" means the Malta Tourism Authority;

"consumer" means a natural person who is acting for purposes

which are outside that person's trade, business, craft or profession;

"the Director" means the Director of the Enforcement Directorate of the Malta Tourism Authority;

"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;

"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;

"event" means a promotion or sales event relating to timeshare and, or long-term holiday product and, or resale and, or exchange 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;

"the Minister" means the Minister responsible for tourism;

"Member State" means a State forming part of the European Union;

"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.

Functions of the Director.

4. (1) The Director shall have the following functions:

(*a*) to keep under general review, practices or proposed practices in relation to any of the obligations imposed on any persons by these regulations;

(*b*) to carry out investigations of any such practices or proposed practices where the Director considers that, in the public interest, such investigations are proper, or

where the Authority requests the Director to carry out such investigations; and

(*c*) to request persons engaged in or proposing to engage in such practices as are or are likely to be, contrary to the obligations imposed on them by these regulations, to discontinue or refrain from such practices.

(2) The Director may delegate the exercise of these or any other functions under these regulations to any authorised officer.

Advertising.

5. (1) Any advertising by the trader shall specify the possibility of obtaining the information referred to in regulation 6(1) and shall also indicate where such information can be obtained.

(2) Where a timeshare, long-holiday term product, resale or exchange contract is to be offered to a consumer in person at an 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 regulation 6(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.

Pre-contractual information.

6. (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 I and information as provided in Part 3 of the said form;

(*b*) in the case of a long-term holiday product contract by means of the standard information form as set out in Schedule II and information as provided in Part 3 of the said form;

(*c*) in the case of a resale contract by means of the standard information form as set out in Schedule III and information as provided in Part 3 of the said form;

(*d*) in the case of an exchange contract by means of the standard information form as set out in Schedule IV and information as provided in Part 3 of the said form.

(2) The trader shall provide the information referred to in sub-regulation (1) free of charge, on paper or on another durable medium which is easily accessible to the consumer.

(3) The information referred to in sub-regulation (1) shall be drawn up in the language or one of the languages of the Member 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.

The timeshare, long-term holiday product, resale or exchange contract.

7. (1) A contract to which these regulations apply, shall be valid if :

(*a*) it is in writing;

(*b*) it is on paper or on another durable medium;

(*c*) it includes the information referred to under regulation 6(1);

(*d*) it includes the identity, place of residence and signature of each of the parties;

(*e*) it includes the date and place of the conclusion of the contract;

(*f*) it is drawn up in the language or 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 the European Union:

Provided that, in addition to sub-regulation (1), where the trader carries out sale activities in Malta, the trader shall in every instance provide the consumer with a contract drawn up in Maltese or in English:

Provided further that in addition, where the consumer is resident in Malta, the trader shall:

(*a*) in every instance provide the consumer with a contract drawn up in Maltese or in English;

(*b*) where the timeshare contract concerns one specific Member State, provide the consumer with a certified translation of the contract drawn up in the language of that Member State.

(2) The information referred to in regulation 6(1) shall form an integral part of the contract to which these regulations apply 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 and the consequences of which could not have been avoided even if all due care has been exercised:

Provided that any changes to the information referred to in regulation 6(1) shall be communicated to the consumer, on paper or on another medium easily accessible to him before the contract is concluded and shall be expressly mentioned in the contract.

(3) Before the conclusion of the contract, the trader shall explicitly draw the consumer's attention to the existence of the right to withdraw from a contract, the length of the withdrawal period as provided for in regulation 8, and the ban on advance payments during the withdrawal period as provided for in regulation 9.

(4) Each contract shall include separate contractual clauses

providing for the right to withdraw from a contract, the length of the withdrawal period, and the prohibition on advance payments as provided for under these regulations. Such information shall be included in the text of the contract, and the corresponding contractual clauses shall be signed separately by the consumer.

(5) Each contract shall include a separate standard withdrawal form as set out in Schedule V, whereby withdrawal may be exercised by the consumer as provided for in regulation 8.

(6) The trader shall provide the consumer with a copy or copies of the contract at the time of its conclusion.

Right of withdrawal.

8. (1) The consumer shall have a period of fourteen calendar days to withdraw from the timeshare, long-term holiday product, resale or exchange contract, without giving any reason therefor.

(2) The withdrawal period shall be calculated:

(*a*) from the day of the conclusion of the contract or of any binding preliminary contract; or

(*b*) from the day when the consumer receives, by registered mail, the contract or any binding preliminary contract where the contract or preliminary agreement is received later than the date referred to in paragraph (*a*).

(3) The withdrawal period shall expire:

(*a*) after one year and fourteen calendar days from the day referred to in sub-regulation (2), where a separate withdrawal form is required by regulation 7(5) has not been filled in by the trader and provided to the consumer in writing, on paper or on another durable medium;

(*b*) after three months and fourteen days from the day referred to in sub-regulation (2) where the information referred to in regulation 6(1) including the applicable standard form set out in Schedules I to IV, has not been provided to the consumer in writing, on paper or another durable medium.

(4) Where the separate standard form required under regulation 7(5) has been filled in by the trader and provided to the consumer in writing, on paper or on another durable medium within one year from the day referred to sub-regulation (2), then the withdrawal period referred to in this regulation shall commence to run as from the day the consumer receives that form, by registered mail.

(5) Where the information referred to under regulation 6(1), including the applicable standard form set out in Schedules I to IV, has been provided to the consumer in writing, on paper or another durable medium, within three months from the day referred to in sub-regulation (2), then the withdrawal period shall commence to run from the day the consumer receives that information, by registered mail.

(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 sub-regulation (1) shall apply to both contracts, and the withdrawal period shall be calculated according to sub-regulation (2) as they apply to the timeshare contract.

(7) If the 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, by registered mail. The consumer may use the standard withdrawal form set out in Schedule V and provided by the trader in accordance with regulation 6(5). The deadline shall be deemed to have been met if such notification is sent before the withdrawal period has expired.

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

(9) In exercising 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.

Advance payments.

9. (1) The trader shall not accept any advance payments, provision of guarantees, reservation of money on account, explicit acknowledgement of debt or any other consideration from the consumer, in relation to timeshare, long-term holiday products and exchange contracts, before the end of the withdrawal period according to regulation 8.

(2) The trader shall not accept any advance payments, provision of guarantees, reservation of money on account, explicit acknowledgement of debt or any other consideration from the consumer, in relation to resale contracts, before the actual sale takes place or the resale contract is otherwise terminated.

Long-term holiday products contracts.

10. (1) The payment of long-term holiday contracts shall be made according to a staggered payment schedule. The trader shall be prohibited from accepting any payment of the price specified in the contract otherwise than in accordance with the staggered payment schedule. The payments, including any membership fee, shall be divided into yearly installments, each of which shall be of equal value. The trader shall send a written request for payment, on paper or on another durable medium, at least fourteen calendar days in advance of each due date, by registered mail.

(2) From the second installment payment onwards, the consumer may terminate the contract without incurring any penalty by giving notice to the trader, by registered mail, within fourteen calendar days of receiving the request for payment for each installment, provided that such right shall not affect rights to terminate the contract under any other applicable law.

Termination of ancillary contracts.

11. (1) Where the consumer exercises the right to withdraw from the timeshare or long-term holiday product contract, any exchange contract ancillary to it or any other ancillary contract

shall be automatically terminated, at no cost to the consumer.

(2) Without prejudice to the provisions of the Consumer Credit Regulations, where the price is fully or partly covered by a credit granted to the consumer: S.L. 378.10

(*a*) by the trader, or

(*b*) by a third party on the basis of an arrangement between the third party, the trader, and the consumer exercises the right to withdraw from the timeshare, long-term holiday product, resale or exchange contract, the credit agreement shall be terminated, at no cost to the consumer.

Applicable law.

12. (1) Where the law applicable to the contract is the law of Malta, consumers may not waive the rights conferred on them by these regulations.

(2) Where the applicable law is that of a third country, consumers shall not be deprived of the protection granted by these regulations, if:

(*a*) any of the immoveable properties concerned, to which the contract refers, is situated within the territory of Malta, or

(*b*) in the case of a contract not directly related to immovable property, the trader pursues commercial or professional activities in Malta or, by any means, directs such activities to Malta and the contract falls within the scope of such activities.

Offences and penalties.

13. (1) Any person who contravenes the provisions of regulations 5, 6, 7 and 9 shall be guilty of an offence, and shall, on conviction, be liable to a fine (*multa*) not exceeding two thousand and three hundred and twenty-nine euro (€2,329) in respect of any contravention, provided that in the case of contravention of regulation 9, in addition to the penalty related to that offence, the person shall be ordered to refund the consumer the advance payments, the provision of guarantees, the reservation of money on account and the explicit acknowledgment of debt or any other consideration made as a result of such offences.

(2) In any prosecution against a person charged with one of the offences listed in sub-regulation (1), it shall be sufficient for the prosecution to produce the relevant documentation duly authenticated and shall not be required to produce the consumer.

(3) Where an offence under these regulations has been committed by a body corporate and is proved to have been committed with the consent or connivance of, or to have been facilitated by any neglect on the part of any director, manager, secretary or other similar officer of such body or of any person who was purporting to act in any such capacity, that person, as well as such body, shall be guilty of an offence and shall be liable to be proceeded against and punished as if he were guilty of the first mentioned offence.

Cap. 9.

(4) Notwithstanding the provisions of the Criminal Code, the Attorney General shall always have a right of appeal in the Court of the Criminal Appeal from any judgment given in proceedings arising out of these regulations.

Enforcement.

14. An authorised officer may, for the purpose of obtaining information to enable the Director to perform his functions under these regulations, at all reasonable hours and on production, if required, of his credentials, exercise the following powers:

(*a*) require any trader to give any other information which the officer may reasonably require in regard to such business activity;

(*b*) summon, at any reasonable time, any trader to give to the officer any information which the officer may reasonable require in regard to such business or activity and to produce to the officer any records which are in that person's control.

SCHEDULE I

Regulation 6(1)(*a*)

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:

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 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.

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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:

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 Member 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:

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Signature of the consumer:

SCHEDULE II

Regulation 6(1)(*b*)

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 installment.
- 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.

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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:

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:

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Signature of the consumer:

SCHEDULE III

Regulation 6(1)(*c*)

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:

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 Stare in which the consumer is resident or is habitually domiciled.

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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:

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Signature of the consumer:

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SCHEDULE IV

Regulation 6(1)(*d*)

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 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.

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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:

1. INFORMAION 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

• 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 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:

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Signature of the consumer:

SCHEDULE V

Regulation 7(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.

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: