
STATUTORY INSTRUMENTS

2010 No. 2960

**The Timeshare, Holiday Products, Resale
and Exchange Contracts Regulations 2010**

PART 4

REGULATED CONTRACT: FORMALITIES

Form of contract

15.—(1) A trader must not enter into a regulated contract unless the contract complies with the requirements of this regulation.

(2) The contract must be in writing and include—

- (a) the identity, place of residence and signature of each of the parties;
- (b) the date and place of conclusion of the contract.

(3) The contract must set out the key information in relation to the contract which is required under regulation 12.

(4) That key information must be set out—

- (a) as terms of the contract, and
- (b) with no changes, other than permitted changes.

(5) “Permitted changes” means changes to the key information which were communicated to the consumer in writing before the conclusion of the contract and which—

- (a) were expressly agreed between the trader and the consumer, or
- (b) resulted from unusual and unforeseeable circumstances beyond the trader’s control, the consequences of which could not have been avoided even if all due care had been exercised.

(6) Any permitted changes must be expressly mentioned in the contract.

(7) The contract must include the standard withdrawal form set out in Schedule 5.

(8) If a trader contravenes paragraph (1)—

- (a) the trader commits an offence, and
- (b) the contract is unenforceable against the consumer.

Obligations of trader

16.—(1) Before entering into a regulated contract a trader must draw the attention of the consumer to the following matters—

- (a) the right of withdrawal under the contract (see regulation 20),
- (b) the length of the withdrawal period (see regulation 21), and
- (c) the prohibition on advance consideration during the withdrawal period (see regulation 25).

(2) Before entering into a regulated contract a trader must obtain the signature of the consumer in relation to each section of the contract dealing with those matters.

(3) When a trader and consumer enter into a regulated contract, the trader must provide the consumer with a copy of the contract at the time the contract is concluded.

(4) If a trader fails to comply with any of paragraphs (1) to (3) —

- (a) the trader commits an offence, and
- (b) the contract is unenforceable against the consumer.

Language of the contract

17.—(1) A trader must not enter into a regulated contract unless it complies with the requirements of this regulation, so far as applicable.

(2) If the consumer is resident in, or a national of, an EEA State, the contract must be drawn up in a language which is an official language of an EEA State and which is—

- (a) the language, or one of the languages, of the EEA State in which the consumer is resident, or
- (b) the language, or one of the languages, of the EEA State of which the consumer is a national.

(3) If there are two or more languages in which the contract could be drawn up under paragraph (2), the trader must give the consumer the opportunity to nominate one of them and—

- (a) where the consumer does make a nomination, the contract must be drawn up in the nominated language;
- (b) where the consumer does not make any nomination, the contract may be drawn up in any one of those languages.

(4) The contract must be drawn up in English (in addition to any other language in which it is drawn up under paragraphs (2) or (3)) if—

- (a) the consumer is resident in the United Kingdom, or
- (b) the trader carries on sales activities in the United Kingdom.

(5) If a trader fails to comply with paragraph (4) the contract is unenforceable against the consumer.

Translation of contract

18.—(1) This regulation applies to a regulated contract if—

- (a) it is a timeshare contract, and
- (b) the subject of the contract is a single item of specific immovable property situated in an EEA State.

(2) The trader must not enter into the contract unless the trader has provided the consumer with a certified translation of the contract in the language, or one of the languages, of that State.

(3) The language of the translation must be an official language of an EEA State.

(4) Paragraphs (2) and (3) do not apply if the contract is drawn up in a language in which the translation is required or permitted to be made.

(5) A trader who contravenes paragraphs (2) or (3) of this regulation commits an offence.

(6) A “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.

Conflict with contractual terms

19. A term contained in a regulated contract is void to the extent that it purports to allow the consumer to waive the rights conferred on them by these Regulations.