

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 (Text with EEA relevance)

*Status: EU Directives are being published on this site to aid cross referencing from UK legislation. After IP completion day (31 December 2020 11pm) no further amendments will be applied to this version.*

## ANNEX IV

### 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:

<p>General information:</p> <ul style="list-style-type: none"> <li>— 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.</li> <li>— 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.</li> <li>— The consumer shall not bear any costs or obligations other than those specified in the contract,</li> <li>— 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.</li> </ul> <p>Signature of the consumer:</p>
---

*Status: EU Directives are being published on this site to aid cross referencing from UK legislation. After IP completion day (31 December 2020 11pm) no further amendments will be applied to this version.*

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

**2. INFORMATION ON THE PROPERTIES**

- a brief and appropriate description of the properties and their location; where the contract concerns accommodation other than immovable property, an appropriate description of the accommodation and the facilities; description of where the consumer can obtain further information.

**3. INFORMATION ON THE COSTS**

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

**4. INFORMATION ON THE TERMINATION OF THE CONTRACT**

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