

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: This is the original version (as it was originally adopted).

ANNEX I

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.

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 the Member States(s) in which the property or properties concerned are situated and information on whether those 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 ON 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:

ANNEX II

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 year 1, 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 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.

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:

ANNEX III

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>General information:</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 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. <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:

- 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:

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">— 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 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. <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

- 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:

ANNEX V

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:

Status: This is the original version (as it was originally adopted).

ANNEX VI

CORRELATION TABLE BETWEEN PROVISIONS
OF THIS DIRECTIVE AND DIRECTIVE 94/47/EC

Directive 94/47/EC	This Directive
Article 1, first paragraph	Article 1(1) and Article 1(2), first subparagraph
Article 1, second paragraph	—
Article 1, third paragraph	Article 1(2), second subparagraph
Article 2, first indent	Article 2(1)(a)
—	Article 2(1)(b) (new)
—	Article 2(1)(c) (new)
—	Article 2(1)(d) (new)
Article 2, second indent	—
Article 2, third indent	Article 2(1)(e)
Article 2, fourth indent	Article 2(1)(f)
—	Article 2(1)(g) (new)
—	Article 2(1)(h) (new)
—	Article 2(1)(i) (new)
—	Article 2(1)(j) (new)
—	Article 2(2) (new)
Article 3(1)	Article 4(1)
Article 3(2)	Article 5(2)
Article 3(3)	Article 3(1)
—	Article 3(2) (new)
—	Article 3(3) (new)
—	Article 3(4) (new)
Article 4, first indent	Article 5(1), first subparagraph, and Article 5(2), first subparagraph
Article 4, second indent	Article 4(3) and Article 5(1)
—	Article 4(2) (new)
—	Article 5(4) (new)
—	Article 5(5) (new)
Article 5(1), introductory sentence	Article 6(1)
Article 5(1), first indent	Article 6(1) and Article 6(2)
Article 5(1), second indent	Article 6(3) and Article 6(4)

Status: This is the original version (as it was originally adopted).

Article 5(1), third indent	Article 6(3)
—	Article 6(5) (new)
Article 5(2)	Article 7
—	Article 8(1) (new)
Article 5(3)	Article 8(2)
Article 5(4)	Article 8(2)
Article 6	Article 9(1)
—	Article 9(2) (new)
—	Article 10(1) (new)
—	Article 10(2) (new)
—	Article 11(1) (new)
Article 7, first paragraph	Article 11(2)
Article 7, second paragraph	Article 11(3)
Article 8	Article 12(1)
Article 9	Article 12(2)
Article 10	Articles 13 and 15
Article 11	—
—	Article 14(1) (new)
—	Article 14(2) (new)
Article 12	Article 16
—	Article 17 (new)
—	Article 18 (new)
—	Article 19 (new)
Article 13	Article 20
Annex	Annex I
Annex, point (a)	Article 5(3)(a), and Annex I, Part 1, first box
Annex, point (b)	Annex I, Part 1, third box, and Annex I, Part 3, point 1, first indent
Annex, point (c)	Annex I, Part 1, second box, and Annex I, Part 3, point 2, first indent
Annex, point (d)(1)	Annex I, Part 3, point 3, first indent
Annex, point (d)(2)	Annex I, Part 1, fourth box, and Annex I, Part 3, point 3, second indent
Annex, point (d)(3)	Annex I, Part 3, point 3, third indent
Annex, point (d)(4)	Annex I, Part 3, point 3, first indent

Status: This is the original version (as it was originally adopted).

Annex, point (d)(5)	Annex I, Part 3, point 3, fourth indent
Annex, point (e)	Annex I, Part 1, sixth box, and Annex I, Part 3, point 2, second indent
Annex, point (f)	Annex I, Part 1, sixth box, and Annex I, Part 3, point 2, third indent
Annex, point (g)	Annex I, Part 3, point 6, first indent
Annex, point (h)	Annex I, Part 1, fourth box
Annex, point (i)	Annex I, Part 1, fifth and sixth boxes, and Annex I, Part 3, point 4, first indent
Annex, point (j)	Annex I, Part 2, third indent
Annex, point (k)	Annex I, Part 2, seventh box, and Annex I, Part 3, point 6, second indent
Annex, point (l)	Annex I, Part 2, first and third indents, Annex I, Part 3, point 5, first indent, and Annex V (new)
Annex, point (m)	Article 5(3)(b)
—	Annex I, Part 1, eighth box (new)
—	Annex I, Part 2, second indent (new)
—	Annex I, Part 2, fourth indent (new)
—	Annex I, Part 3, point 1, second indent (new)
—	Annex I, Part 3, point 4, second indent (new)
—	Annex I, Part 3, point 5, second indent (new)
—	Annex I, Part 3, point 6, third indent (new)
—	Annex I, Part 3, point 6, fourth indent (new)
—	Annexes II to V (new)