



Timeshare Act 1992 (repealed)

1992 CHAPTER 35

Textual Amendments applied to the whole legislation

- F1** [Act repealed \(23.2.2011\) by The Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010 \(S.I. 2010/2960\), reg. 36\(1\), Sch. 8 Pt. 1 \(with reg. 37, Sch. 7\)](#)

1 Application of Act.

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1A Obligations to provide information.

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1B Advertising of timeshare rights.

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1C Obligatory terms of timeshare agreement.

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1D Form of agreement and language of brochure and agreement

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1E Translation of agreement.

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Changes to legislation: There are currently no known outstanding effects for the Timeshare Act 1992 (repealed). (See end of Document for details)

2 Obligation for timeshare agreement to contain information on cancellation rights.

- (1) A person must not in the course of a business enter into a timeshare agreement to which this Act applies as offeror unless the offeree has received the agreement and it complies with the following requirements.
- (2) The agreement must state—
 - (a) that the offeree is entitled to give notice of cancellation of the agreement to the offeror at any time on or before the date specified in the agreement, being a day falling not less than fourteen days after the day on which the agreement is entered into, and
 - (b) that if the offeree gives such a notice to the offeror on or before that date he will (subject to section 5(9) of this Act) have no further rights or obligations under the agreement, but will have the right to recover any sums paid under or in contemplation of the agreement.
- (2A) If the agreement includes provision for providing credit for or in respect of the offeree, it must state that, notwithstanding the giving of notice of cancellation under section 5 or 5A of this Act, so far as the agreement relates to repayment of the credit and payment of interest, it will continue to be enforceable, subject to section 7 of this Act.
- (2B) Subsection (2C) below applies if—
 - (a) the price under the timeshare agreement is covered fully or partly by credit granted under a timeshare credit agreement to which this Act applies,
 - (b) the offeree is an individual, and
 - (c) the accommodation which is the subject of the timeshare agreement is accommodation in a building, or some or all of the accommodation in the pool of accommodation which is the subject of the agreement is accommodation in a building.
- (2C) The timeshare agreement must state that, if the offeree gives to the offeror a notice as mentioned in subsection (2)(b) above or a notice of cancellation of the agreement under section 5A of this Act which has the effect of cancelling the agreement—
 - (a) the notice will also have the effect of cancelling the timeshare credit agreement,
 - (b) so far as the timeshare credit agreement relates to repayment of credit and payment of interest, it shall have effect subject to section 7 of this Act, and
 - (c) subject to paragraph (b) above, the offeree will have no further rights or obligations under the timeshare credit agreement.
- (2D) Subsection (2E) below applies if—
 - (a) the offeree is an individual, and
 - (b) the accommodation which is the subject of the timeshare agreement is accommodation in a building, or some or all of the accommodation in the pool of accommodation which is the subject of the agreement is accommodation in a building.
- (2E) The agreement must state that the offeree may have, in addition to the rights mentioned in subsection (2) above, further rights under section 5A of this Act to cancel the timeshare agreement.
- (2F) The agreement must contain a blank notice of cancellation.

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- (3) A person who contravenes this section is guilty of an offence and liable—
 - (a) on summary conviction, to a fine not exceeding the statutory maximum, and
 - (b) on conviction on indictment, to a fine.
- (4)

3 Obligation for timeshare credit agreement to contain information on cancellation rights.

- (1) A person must not in the course of a business enter into a timeshare credit agreement to which this Act applies as creditor unless the offeree has received the agreement and it complies with the following requirements.
- (2) The agreement must state—
 - (a) that the offeree is entitled to give notice of cancellation of the agreement to the creditor at any time on or before the date specified in the agreement, being a day falling not less than fourteen days after the day on which the agreement is entered into, and
 - (b) that, if the offeree gives such a notice to the creditor on or before that date, then—
 - (i) so far as the agreement relates to repayment of credit and payment of interest, it shall have effect subject to section 7 of this Act, and
 - (ii) subject to sub-paragraph (i) above, the offeree will have no further rights or obligations under the agreement.
- (3) The agreement must state that it is a timeshare credit agreement for the purposes of this Act.
- (4) Subsection (5) below applies if—
 - (a) the offeree is an individual, and
 - (b) the accommodation which is the subject of the timeshare agreement to which the timeshare credit agreement relates is accommodation in a building, or some or all of the accommodation in the pool of accommodation which is the subject of that timeshare agreement is accommodation in a building.
- (5) The timeshare credit agreement must state that, if the offeree gives a notice under section 5 or 5A of this Act of cancellation of the timeshare agreement which has the effect of cancelling it, the notice will also have the effect of cancelling the timeshare credit agreement (with the same consequences as mentioned in subsection (2)(b)(i) and (ii) above).
- (6) The agreement must contain a blank notice of cancellation.

4 Provisions supplementary to sections 2 and 3.

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5 Right to cancel timeshare agreement.

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Changes to legislation: There are currently no known outstanding effects for the Timeshare Act 1992 (repealed). (See end of Document for details)

5A Additional right to cancel timeshare agreement.

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5B Advance payments.

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6 Right to cancel timeshare credit agreement by giving notice.

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6A Automatic cancellation of timeshare credit agreement.

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7 Repayment of credit and interest.

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8 Defence of due diligence.

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9 Liability of persons other than principal offender.

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10 Enforcement.

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10A Civil proceedings.

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11 Prosecution time limit.

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12 General provisions.

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13 Short title, etc.

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Changes to legislation:

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