
STATUTORY INSTRUMENTS

2010 No. 2960

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

PART 4

REGULATED CONTRACT: FORMALITIES

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.