

SCHEDULE 1

Regulation 13(2)(a)

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?

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## Part 2

General information:

-The consumer has the right to withdraw from this contract without giving any reason within 14 days from the conclusion of the contract or receipt of the contract 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

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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:

SCHEDULE 2

Regulation 13(2)(b)

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 days from the conclusion of the contract or receipt of the contract 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 contact without incurring any penalty by giving notice to the trader within 14 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:

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SCHEDULE 3

Regulation 13(2)(c)

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 contact; 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"> <li>- The consumer has the right to withdraw from this contract without giving any reason within 14 days from the conclusion of the contract or receipt of the contract if that takes place later.</li> <li>- Any advance payment by the consumer is prohibited until the actual sale has taken place or 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.</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>
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### 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.
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Acknowledgement of receipt of information:

Signature of the consumer:

### SCHEDULE 4

Regulation 13(2)(d)

### 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?

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## Part 2

**General information:**

- The consumer has the right to withdraw from this contract without giving any reason within 14 days from the conclusion of the contract or receipt of the contract 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 the 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 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

- 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 a 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:

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SCHEDULE 5

Regulation 15(7)

Separate Standard Withdrawal Form to facilitate the Right of Withdrawal

<p><b>Right of withdrawal</b></p> <p>The consumer has the right to withdraw from this contract within 14 days without giving any reason.</p> <p>The right of withdrawal starts from.....(to be filled in by the trader before providing the form to the consumer).</p> <p>Where the consumer has not received this form, the withdrawal period starts when the consumer</p>
<p>has received this form, but expires in any case after one year and 14 days.</p> <p>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 days.</p> <p>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.</p> <p>Where the consumer exercises the right of withdrawal, the consumer shall not be liable for any costs.</p> <p>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.</p> <p style="text-align: center;"><b>Ban on advance payment</b></p> <p>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.</p> <p>It includes not only payment to the trader, but also to third parties.</p>
<p><b>Notice of withdrawal</b></p>
<ul style="list-style-type: none"> <li>- To (Name and address of the trader) (*):</li> <li>- I/We (**) hereby give notice that I/We (**) withdraw from the contract,</li> <li>- Date of conclusion of contract (*):</li> <li>- Name(s) of consumer(s) (***):</li> <li>- Address(es) of consumer(s) (***):</li> <li>- Signature(s) of consumer(s) (only if this form is notified on paper) (***):</li> <li>- Date (***):</li> </ul> <p>(*) 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.</p>

Acknowledgement of receipt of information:

Signature of the consumer:

## SCHEDULE 6

Regulation 36(3)

### Consequential Amendments

#### Local Government Finance Act 1988

1.—(1) The Local Government Finance Act 1988(1) is amended as follows.

(2) In section 66 (domestic property), in subsection (2E), for the words from “timeshare accommodation” to the end substitute “overnight accommodation which is the subject of a timeshare contract within the meaning of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010.”.

#### Criminal Justice and Police Act 2001

2.—(1) The Criminal Justice and Police Act 2001(2) is amended as follows.

(2) In section 65 (meaning of “legal privilege”)—

(a) in subsection (6)—

(i) for “sub-paragraph (2) of paragraph 3 of Schedule 2 to the Timeshare Act 1992” substitute “regulation 32(3) of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010”;

(ii) for “sub-paragraph (4) of that paragraph” substitute “regulation 32(8) of those Regulations”;

(b) for subsection (9)(c) substitute—

“(c) regulation 32(3) of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010.”.

(3) In section 66 (general interpretation of Part 2)(3)—

(a) omit subsection (4)(m);

(b) after subsection (4)(r) insert—

“(s) regulation 32 of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010 (powers of officers of enforcement authorities).”.

(4) In Part 1 of Schedule 1 (powers to which section 50 applies)(4)—

(a) omit paragraph 56;

(b) after paragraph 73M insert—

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

**73N.** The power of seizure conferred by regulation 32(3) of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010 (powers of officers of enforcement authorities).”.

#### Enterprise Act 2002

3.—(1) The Enterprise Act 2002(5) is amended as follows.

(2) In Part 1 of Schedule 13 (listed Directives and Regulations)—

(1) 1988 c.41; section 66 was amended by S.I. 1993/542, article 2(b).

(2) 2001 c.16.

(3) Section 66(4) was amended by S.I. 2008/1277, Schedule 2, paragraph 63.

(4) Schedule 1 was amended by the Cluster Munitions (Prohibitions) Act 2010, Schedule 3, paragraph 1.

(5) 2002 c.40; Schedule 13 was amended by S.I. 2010/1010, regulation 46(b).

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- (a) omit paragraph 6 (Directive [94/47/EC](#) concerning timeshare contracts);
- (b) after paragraph 9D insert—

“**9E** 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.”

- (3) In Schedule 14 (specified functions) omit “Timeshare Act 1992.”
- (4) In Schedule 15 (enactments conferring functions) omit “Timeshare Act 1992.”

### **Regulatory Enforcement and Sanctions Act 2008**

- 4.—(1) The Regulatory Enforcement and Sanctions Act 2008<sup>(6)</sup> is amended as follows.
- (2) In Schedule 3 (enactments specified for the purposes of Part 1) omit “Timeshare Act 1992”.
- (3) In Schedule 6 (enactments specified for the purposes of orders under Part 3) omit “Timeshare Act 1992”.

### **Consumer Credit (Agreements) Regulations 1983**

- 5.—(1) The Consumer Credit (Agreements) Regulations 1983<sup>(7)</sup> are amended as follows.
- (2) For paragraph 23 in Schedule 1 substitute—

“23. Agreements that cannot be cancelled by the debtor under the Act, the Financial Services (Distance Marketing) Regulations 2004 or the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010.	(3) A statement that the debtor has no right to cancel the agreement under the Consumer Credit Act 1974, the Financial Services (Distance Marketing) Regulations 2004 or the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010.”
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### **Consumer Protection (Distance Selling) Regulations 2000**

- 6.—(1) In the Consumer Protection (Distance Selling) Regulations 2000<sup>(8)</sup>, in regulation 6 (contracts to which only part of these Regulations apply), for paragraph (1), substitute—

“**6.**—(1) Regulations 7 to 20 shall not apply to a contract which is a regulated contract within the meaning of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010.”

### **Financial Services and Markets Act 2000 (Regulated Activities) Order 2001**

- 7.—(1) The Financial Services and Markets Act 2000 (Regulated Activities) Order 2001<sup>(9)</sup> is amended as follows.
- (2) In article 61 (regulated mortgage contracts), for paragraph (4)(d), substitute—
  - “(d) “timeshare accommodation” means overnight accommodation which is the subject of a timeshare contract within the meaning of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010.”
- (3) In article 63J (entering into and administering regulated sale and rent back agreements) for paragraph (4)(b) substitute—

<sup>(6)</sup> [2008 c.13](#).

<sup>(7)</sup> [S.I. 1983/1553](#), amended by [S.I.2004/1482](#); there are other amending instruments but none is relevant to these Regulations.

<sup>(8)</sup> [S.I. 2000/2334](#), to which there are amendments not relevant to these Regulations.

<sup>(9)</sup> [S.I. 2001/544](#); relevant amending instruments are [SI 2001/3544](#), [SI 2006/2383](#) and [SI 2009/1342](#).

- “(b) “timeshare accommodation” means overnight accommodation which is the subject of a timeshare contract within the meaning of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010; and”.

### **Financial Services and Markets Act 2000 (Collective Investment Schemes) Order 2001**

**8.**—(1) The Financial Services and Markets Act 2000 (Collective Investment Schemes) Order 2001(**10**) is amended as follows.

(2) In article 2 (interpretation)—

(a) after the definition of “individual pension account” insert—

““long-term holiday product contract” has the meaning given by regulation 8 of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010;”;  
and

(b) for the definition of “timeshare rights” substitute—

““timeshare contract” has the meaning given by regulation 7 of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010.”.

(3) In the Schedule (arrangements not amounting to a collective investment scheme), for paragraph 13 substitute—

#### **“13. Timeshare and long-term holiday product schemes**

Arrangements do not amount to a collective investment scheme if the rights or interests of the participants are rights under a timeshare contract or a long-term holiday product contract.”.

### **Enterprise Act 2002 (Part 8 Community Infringements Specified UK Laws) Order 2003**

**9.** In the Enterprise Act 2002 (Part 8 Community Infringements Specified UK Laws) Order 2003(**11**), in the Schedule (listed Directives),—

(a) omit the entry for Directive [94/47/EC](#) of the European Parliament and of the Council of 26 October 1994 on the protection of purchasers in respect of certain aspects of contracts relating to the purchase of the right to use immovable properties on a timeshare basis(**12**);

(b) after the entry for Directive [2008/48/EC](#) insert—

“Directive <a href="#">2008/122/EC</a> 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	Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010”
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### **Enterprise Act 2002 (Part 8 Notice to OFT of Intended Prosecution, Specified Enactments, Revocation and Transitional Provision) Order 2003**

**10.** In the Enterprise Act 2002 (Part 8 Notice to OFT of Intended Prosecution, Specified Enactments, Revocation and Transitional Provision) Order 2003(**13**), in the Schedule, for the entry for the Timeshare Act 1992, substitute—

(10) [S.I. 2001/1062](#), to which there are amendments not relevant to these Regulations.

(11) [S.I. 2003/1374](#), amended by [S.I. 2010/1010](#); there are other amending instruments but none is relevant.

(12) O.J. L 280, 29.10.1994, p. 83.

(13) [S.I. 2003/1376](#), to which there are amendments not relevant to these Regulations.

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“Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010	All offences under those Regulations”
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### **Enterprise Act 2002 (Part 8 Domestic Infringements) Order 2003**

**11.** In the Enterprise Act 2002 (Part 8 Domestic Infringements) Order 2003(**14**), in the Schedule (specified acts or omissions), omit the entry for the Timeshare Act 1992.

### **Enterprise Act 2002 (Part 9 Restrictions on Disclosure of Information) (Amendment and Specification) Order 2003**

**12.**—(1) The Enterprise Act 2002 (Part 9 Restrictions on Disclosure of Information) (Amendment and Specification) Order 2003(**15**) is amended as follows.

(2) In Schedule 3 after the entry for the Business Protection from Misleading Marketing Regulations 2008 insert “Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010.”.

(3) In Schedule 4 after the entry for the Business Protection from Misleading Marketing Regulations 2008 insert “Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010.”.

### **Financial Services (Distance Marketing) Regulations 2004**

**13.** In the Financial Services (Distance Marketing) Regulations 2004(**16**), in regulation 11 (exemptions to the right to cancel), for paragraph (1)(f) substitute—

“(f) a credit agreement cancelled under regulation 23 of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010 (automatic termination of credit agreement);”.

### **Legislative and Regulatory Reform (Regulatory Functions) Order 2007**

**14.** In the Legislative and Regulatory Reform (Regulatory Functions) Order 2007(**17**), in the Schedule, in Part 3 under the heading “Consumer and business protection”—

(a) omit “Timeshare Act 1992”;

(b) after the entry for Cosmetic Products (Safety) Regulations 2008, insert—

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“Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010”.

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### **Co-ordination of Regulatory Enforcement (Regulatory Functions in Scotland and Northern Ireland) Order 2009**

**15.**—(1) In the Co-ordination of Regulatory Enforcement (Regulatory Functions in Scotland and Northern Ireland) Order 2009(**18**), in Schedule 1 in Part 1, omit “Timeshare Act 1992”.

(14) [S.I. 2003/1593](#), to which there are amendments not relevant to these Regulations.

(15) [S.I. 2003/1400](#), as amended by [SI 2008/1277](#); there are other amending instruments but none is relevant.

(16) [S.I. 2004/2095](#) to which there are amendments not relevant to these Regulations.

(17) [S.I. 2007/3544](#), amended by [SI 2008/1284](#); there are other amending instruments but none is relevant.

(18) [S.I. 2009/669](#).



## SCHEDULE 7

Regulation 36(4)

### Transitional and Savings Provisions

#### **Enterprise Act 2002 (Part 8 Community Infringements Specified UK Laws) Order 2003**

1.—(1) Despite paragraph 9(a) of Schedule 6, an act or omission to which sub-paragraph (2) applies is to continue to be a Community infringement under section 212 of the Enterprise Act 2002.

(2) This sub-paragraph applies to an act or omission which immediately before the date on which these Regulations come into force is a Community infringement under section 212 of the Enterprise Act 2002 by contravening the provisions of—

- (a) Directive [94/47/EC](#) of the European Parliament and of the Council of 26th October 1994 on the protection of purchasers in respect of certain contracts relating to the purchase of the right to use immovable properties on a timeshare basis; or
- (b) the Timeshare Act 1992 (not including its application to timeshare accommodation in caravans).

#### **Enterprise Act 2002 (Part 8 Notice to OFT of Intended Prosecution, Specified Enactments, Revocation and Transitional Provision) Order 2003**

2. Despite paragraph 10(2) of Schedule 6, section 230 of the Enterprise Act 2002 is to continue to apply in relation to an intention by a local weights and measures authority in England and Wales to start proceedings for an offence under the provisions of the Timeshare Act 1992.

#### **Enterprise Act 2002 (Part 8 Domestic Infringements) Order 2003**

3.—(1) Sub-paragraph (2) applies in relation to an act or omission which, immediately before the date on which these Regulations come into force, is a domestic infringement under section 211 of the Enterprise Act 2002 in respect of the provisions of the Timeshare Act 1992.

(2) Despite paragraph 11 of Schedule 6, the act or omission is to continue to be a domestic infringement under section 211 of the Enterprise Act 2002.

#### **Disclosure of information**

4.—(1) This paragraph applies in relation to information which, immediately before the date on which these Regulations come into force, was subject to the provisions of any enactment which permitted the disclosure of information for the purposes of any function under, or proceedings brought under or by virtue of the Timeshare Act 1992.

(2) Despite the repeal of such provisions by these Regulations, such disclosure is to continue to be permitted.

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## SCHEDULE 8

Regulation 36(5)

## Repeals and Revocations

## PART 1

## Repeals

<i>Short title</i>	<i>Chapter</i>	<i>Extent of repeal.</i>
Timeshare Act 1992	c. 35	The whole Act.
Criminal Justice and Police Act 2001	c. 16	Section 66(4)(m).  In Part 1 of Schedule 1 (powers to which section 50 applies), paragraph 56.
Enterprise Act 2002	c.40	In Schedule 13, paragraph 6.  In Schedule 14, the words “Timeshare Act 1992”.  In Schedule 15, the words “Timeshare Act 1992”.
Regulatory Enforcement and Sanctions Act 2008	c.13	In Schedule 3, the words “Timeshare Act 1992”.  In Schedule 6, the words “Timeshare Act 1992”.

## PART 2

## Revocations

<i>Title</i>	<i>Reference</i>	<i>Extent of revocation</i>
The Timeshare Regulations 1997	<a href="#">S.I. 1997/1081</a>	The entire Regulations.
Enterprise Act 2002 (Part 8 Community Infringements Specified UK Laws) Order 2003	<a href="#">S.I. 2003/1374</a>	In the Schedule the entry for Directive <a href="#">94/47/EC</a> of the European Parliament and of the Council of 26 October 1994 on the protection of purchasers in respect of certain aspects of contracts relating to the purchase of the right to use immovable properties on a timeshare basis.
Enterprise Act 2002 (Part 8 Domestic Infringements) Order 2003	<a href="#">S.I. 2003/1593</a>	In the Schedule the entry for the Timeshare Act 1992.
The Timeshare Act 1992 (Amendment) Regulations 2003	<a href="#">S.I. 2003/1922</a>	The entire Regulations.

<i>Title</i>	<i>Reference</i>	<i>Extent of revocation</i>
Legislative and Regulatory Reform (Regulatory Functions) Order 2007	<a href="#">S.I. 2007/3544</a>	In Part 3 of the Schedule the words “Timeshare Act 1992”.
Co-ordination of Regulatory Enforcement (Regulatory Functions in Scotland and Northern Ireland) Order 2009	<a href="#">S.I. 2009/669</a>	In Part 1 of the Schedule the words “Timeshare Act 1992”.