Protection of consumers: timeshare, protection of purchasers

1992/0419(COD) - 06/05/1993

The ENVI Committee adopted the report by Mrs Kuhn (PSE, D). As the rapporteur stressed in her report, it was impossible for a directive to cover all forms of the 'phenomenon' of timesharing, as these forms 'are constantly changing and proliferating, (whereas) the Commission proposal is limited substantially to a number of key aspects for which experience shows that legislation is essential'. The aspects covered were: - the scope of application; - the conclusion of contractual undertakings; - the obligations of the vendor; - the breakdown of costs; - the right to withdraw. There continued to be linguistic problems in the proposal and the rapporteur asked for the concept of 'timeshare property ownership', which could lead to misunderstanding, to be amended as a matter of urgency in the title and the normative part of the text in the Greek and German versions. As regards Article 7, which covered the right to withdraw, the adoption of amendments 21 and 23 meant that the vendor would now be obliged to inform the purchaser in writing at the time of signature of the contract that the contract would enter into force unless the purchaser withdrew his or her consent in writing within the following periods: - at least 14 calendar days from the date of signature of the contract if the timeshare right could be exercised in the country in which the purchaser had his or her main residence; - at least 28 calendar days from the date of signature of the contract in all other cases.