Protection of consumers: timeshare, protection of purchasers

1992/0419(COD) - 26/05/1993 - Text adopted by Parliament, partial vote at 1st reading/single reading

Parliament referred the report back to committee by 167 votes against 135, with 12 abstentions, specifically because of the Commission's refusal to accept amendment 23 and in accordance with Rule 40 (2) of the Rules of Procedure. In further amendments, Parliament also called for: - the extension of the scope of application of the Directive to contracts for the part-time use of property (private leisure boats or houseboats, large mobile homes); - until the contract was legally valid, for the vendor not to be authorised either to demand or receive from the purchaser any payments of any kind, by money orders, drafts, automatic transfers or other forms of financing; - when drawing up the contract, for the vendor to be liable, as the offering party, to submit, to any potential purchaser or recipient of advertising, a document informing them in an unequivocal, detailed and comprehensive way of at least the information listed in the Annex and, on request, in the language that they had indicated. This information was binding in nature; - for the consumer to have a cooling-off period of 21 days. It should also be noted that Parliament added the following definition of what was to be understood by intangible property: 'any edifice or part of an edifice built or to be built to which the contract relates and used for dwelling purposes, whether a house, flat, hotel or tourist complex'.