Basic information

1992/0419(COD) COD - Ordinary legislative procedure (ex-codecision procedure) Directive	Procedure completed
Protection of consumers: timeshare, protection of purchasers Repealed by 2007/0113(COD) **Subject** 4.60.06 Consumers' economic and legal interests	

Key players

Council of the European Union

Council configuration	Meetings	Date
Economic and Financial Affairs ECOFIN	1781	1994-07-27
Agriculture and Fisheries	1793	1994-10-24

Key events

Date	Event	Reference	Summary
24/07/1992	Legislative proposal published	COM(1992)0220	Summary
14/09/1992	Committee referral announced in Parliament, 1st reading		
29/10/1992	Additional information		Summary
06/05/1993	Vote in committee, 1st reading		Summary
25/05/1993	Debate in Parliament		Summary
13/07/1993	Vote in committee, 1st reading		
07/10/1993	Modified legislative proposal published	COM(1993)0487	Summary
24/11/1993	Vote in committee, 1st reading		
04/03/1994	Council position published	04275/1/1994	Summary
10/03/1994	Committee referral announced in Parliament, 2nd reading		
06/04/1994	Vote in committee, 2nd reading		Summary
02/05/1994	Debate in Parliament		Summary
27/07/1994	Parliament's amendments rejected by Council		
20/09/1994	Formal meeting of Conciliation Committee		
20/09/1994	Final decision by Conciliation Committee		Summary
20/09/1994	Joint text approved by Conciliation Committee co-chairs	3624/1994	
27/09/1994	Report tabled for plenary, 3rd reading	A4-0008/1994	

24/10/1994	Decision by Council, 3rd reading		
26/10/1994	Final act signed		
26/10/1994	End of procedure in Parliament		
29/10/1994	Final act published in Official Journal		

Technical information

Procedure reference	1992/0419(COD)
Procedure type	COD - Ordinary legislative procedure (ex-codecision procedure)
Procedure subtype	Legislation
Legislative instrument	Directive
Amendments and repeals	Repealed by 2007/0113(COD)
Legal basis	EC Treaty (before Amsterdam) E 100A
Stage reached in procedure	Procedure completed
Committee dossier	CODE/4/05863

Documentation gateway

European Parliament

Document type	Committee	Reference	Date	Summary
Committee report tabled for plenary, 1st reading/single reading		A3-0155/1993 OJ C 176 28.06.1993, p. 0004	06/05/1993	
Text adopted by Parliament, partial vote at 1st reading /single reading		T3-0322/1993 OJ C 176 28.06.1993, p. 0054-0095	26/05/1993	Summary
Text adopted by Parliament, 1st reading/single reading		T3-0420/1993 OJ C 255 20.09.1993, p. 0062-0070	14/07/1993	Summary
Committee final report tabled for plenary, 1st reading /single reading		A3-0365/1993 OJ C 342 20.12.1993, p. 0003	24/11/1993	
Text adopted by Parliament confirming position adopted at 1st reading		T3-0683/1993 OJ C 342 20.12.1993, p. 0015-0033	02/12/1993	Summary
Committee recommendation tabled for plenary, 2nd reading		A3-0233/1994 OJ C 128 09.05.1994, p. 0012	06/04/1994	
Text adopted by Parliament, 2nd reading		T3-0404/1994 OJ C 205 25.07.1994, p. 0146-0168	04/05/1994	Summary
Report tabled for plenary by Parliament delegation to Conciliation Committee, 3rd reading		A4-0008/1994 OJ C 305 31.10.1994, p. 0016	27/09/1994	
Text adopted by Parliament, 3rd reading		T4-0016/1994 OJ C 305 31.10.1994, p. 0040-0047	28/09/1994	Summary

Council of the EU

Document type	Reference	Date	Summary
Council position	04275/1/1994 OJ C 137 19.05.1994, p. 0042	04/03/1994	Summary

European Commission

Document type	Reference	Date	Summary
Legislative proposal	COM(1992)0220 OJ C 222 29.08.1992, p. 0005	24/07/1992	Summary
Modified legislative proposal	COM(1993)0487 OJ C 299 05.11.1993, p. 0008	07/10/1993	Summary
Reconsultation	COM(1993)0570	10/11/1993	
Commission communication on Council's position	SEC(1994)0376	07/03/1994	
Commission opinion on Parliament's position at 2nd reading	COM(1994)0363	13/09/1994	
Document attached to the procedure	SEC(1999)1795	04/11/1999	

Other institutions and bodies

Institution/body	Document type	Reference	Date	Summary
EESC	Economic and Social Committee: opinion, report	CES0206/1993 OJ C 108 19.04.1993, p. 0001	24/02/1993	Summary
CSL/EP	Joint text approved by Conciliation Committee co-chairs	3624/1994	20/09/1994	

Additional information

Source	Document	Date
European Commission	EUR-Lex	

Final act

Directive 1994/0047
OJ L 280 29.10.1994, p. 0083 Summary

Protection of consumers: timeshare, protection of purchasers

1992/0419(COD) - 24/07/1992 - Legislative proposal

Protection of consumers: timeshare, protection of purchasers

1992/0419(COD) - 26/10/1994 - Final act

The European Parliament and the Council formally adopted the directive, in accordance with the joint text.

Protection of consumers: timeshare, protection of purchasers

1992/0419(COD) - 14/07/1993 - Text adopted by Parliament, 1st reading/single reading

Having regard to the Commission's position on the amendment concerning advance payments, the vote on the draft legislative resolution has been postponed (Rule 40(2)) and the matter referred back to the competent committee for re-examination. A compromise having been reached on the question of advance payments, the European Parliament will adopt the legislative resolution during the next part-session.

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'.

Protection of consumers: timeshare, protection of purchasers

1992/0419(COD) - 28/09/1994 - Text adopted by Parliament, 3rd reading

Parliament approved the joint text.

Protection of consumers: timeshare, protection of purchasers

1992/0419(COD) - 04/05/1994 - Text adopted by Parliament, 2nd reading

Parliament noted that the Council had retained the provisions proposed at first reading, particularly those concerning: a) prior information for the purchaser on the minimum particulars of the contract b) the linguistic versions c) the arrangements covering termination and withdrawal d) the ban on advance payment e) the cancellation, without penalty, of associated credit agreements in the case of revocation. Nonetheless, at its sitting of 5 May, the House adopted five amendments that formed a logical complement to the policy followed by the Council. - The possibility of withdrawing within ten days without giving any reason rendered null and void the reference to the presence or absence in the contract of essential data. - With regard to the minimum items whose absence resulted in a right of withdrawal within an extended period, Parliament added those relating to contingencies: namely, when the property was completed, or when the property was undergoing construction, as well as the minimum item relating to the date and place of signature of the contract. - For the purchaser to exercise the right of withdrawal, it was sufficient for the notification to be dispatched before the expiry of the deadline without prejudice to delays outside the purchaser's control. - Member States should take the necessary measures to ensure that the purchase was not deprived of the protection that guaranteed that he was covered by the essential provisions of the law of the Member State in which he usually resided. - Finally, Parliament considered that the period of three years laid down to enable the Member States to transpose the directive should be reduced to two years.

Protection of consumers: timeshare, protection of purchasers

1992/0419(COD) - 24/02/1993 - Economic and Social Committee: opinion, report

Protection of consumers: timeshare, protection of purchasers

1992/0419(COD) - 02/12/1993

In its first reading under the codecision procedure, the European Parliament confirmed its vote of 14 July 1993.

Protection of consumers: timeshare, protection of purchasers

1992/0419(COD) - 04/03/1994 - Council position

The Council's common position took over, in full or in part, the European Parliament's amendments incorporated by the Commission in its amended proposal. On certain points (prior information, advance payments), the Council retained the provisions that ensured a higher level of protection for purchasers than that envisaged by the European Parliament. The common position only covered two aspects of timeshare contracts, namely prior information for the purchaser on the particulars of the contract and the termination and withdrawal procedures; the Member States were responsible for the other aspects. - the seller was required to provide the purchaser with a series of minimum information on the property in question: the identity and address of the parties (including the owner of the property); the legal nature of the contract; a precise description of the property and its situation; a range of additional information if the property was under construction; conditions of access to joint services and facilities; the period of use of the property; the price (including charges and costs for administration, upkeep and maintenance); information on the right to termination and withdrawal; - the contract should be drawn up in the language (or one of the languages) of the Member State where the purchaser resided or in the language (or one of the languages) of the Member State of which he was a national, if he so desired. However, the Member State where the purchaser resided could require the contract to be drawn up in each case in its official Community language(s). Furthermore, the seller should provide the purchaser with a suitable translation of the contract in the official Community language of the Member State where the property was situated; - the purchaser would have the right to withdraw within 10 days without giving any reason; - advance payments by the purchaser before the end of this period of deliberation were forbidden. Since this was a minimalist directive, the Member States could adopt or maintain provisions that provided greater protection for purchasers. Member States should comply with the directive no later than three years after its publication (and if possible as soon as they could, i.e. within two years).

Protection of consumers: timeshare, protection of purchasers

1992/0419(COD) - 07/10/1993 - Modified legislative proposal

Without calling into question the two fundamental aspects of the Directive (the obligation upon the vendor to provide an information document and the withdrawal period following signature of the contract), the Commission made certain changes to its initial proposal in the light of the opinion of the European Parliament. The main changes relate to the following points: - the new text specifies the definitions of the terms 'contract', 'immovable property', 'purchaser' and 'vendor'; - the purchaser enjoys increased protection in the event that the vendor fails to comply with the deadlines agreed or fails to perform the services incumbent upon him; - the question of the charges incumbent upon the purchaser is clarified, and it is specified that charges for rights not sold shall be borne by the vendor; - the minimum information that the contract must contain appears in an annex to the modified proposal; - information document: this must be available to any person on request. The information contained in this document forms an integral part of the contract. Unless the parties expressly agree otherwise, only changes resulting from circumstances beyond the vendor's control may be made to this information. Any advertising must indicate not only the possibility of obtaining the document but also the address from which it can be obtained; - right of withdrawal and withdrawal period: a single cooling-off period of 28 days with effect from the time of signature has been prescribed; with regard to the exercise of the right of cancellation, the registered letter requirement has been replaced by one requiring a written communication sent in a manner capable of being substantively proved; the vendor may not require advance payments before the end of the cooling-off period; finally, the period for repayment of the purchaser is set at a maximum of one month with effect from the date of notification of cancellation; - a new article prescribes that the purchaser must be able to cancel a loan agreement associated with a contract to purchase a right to use one or more immovable properties on a timeshare basis; - the Member States are required to comply with the Directive no later than 31 December 1995.