



Isle of Man

Ellan Vannin

AT 7 of 1996

TIMESHARE ACT 1996



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TIMESHARE ACT 1996

Received Royal Assent: 16 April 1996
Passed: 16 April 1996
Commenced: in accordance with section 22

AN ACT to provide for rights to cancel certain timeshare agreements; to require monies paid in respect of the use of timeshare accommodation to be paid to independent stake-holders; to enable the application and implementation of European Community instruments and international agreements relating to timeshare; and for connected purposes.

PART 1 – STATUTORY RIGHTS UNDER TIMESHARE AGREEMENTS

CHAPTER I

Timeshare Agreements

1 Application of Chapter I

This Chapter applies to any timeshare agreement if the purchaser is an individual and —

- (a) the agreement is to any extent governed by the law of the Island; or
- (b) on the date on which a contract document is signed by the purchaser, one or both of the parties are in, or are ordinarily resident in, the Island; or
- (c) the offeror is a company which is incorporated in the Island; or
- (d) on the date on which a contract document is signed by the purchaser, the other party is a body corporate which is registered under the *Foreign Companies Act 2014*; or¹
- (e) in such other circumstances as may be prescribed,

and in this Chapter references to a timeshare agreement are to be construed accordingly.

2 Obligation to give notice of certain rights under timeshare agreements

- (1) A person must not in the course of a business enter into a timeshare agreement as offeror unless —
 - (a) a notice which complies with subsection (2) and regulations under section 3(3) is printed in the contract document immediately before the purchaser's signature; and
 - (b) the contract document —
 - (i) includes all the terms of the agreement; or
 - (ii) refers to another document setting out those terms which has been given to the purchaser before he signs the contract document;and includes a statement of the effect of a notice under subsection (2) and of the consequences of failure to comply with such notice; and
 - (c) a copy of the contract document which is to be signed by the purchaser is given to the purchaser at the time he signs it; and
 - (d) before the purchaser signs the contract document, he has been given —
 - (i) such information as may be prescribed in such form as may be prescribed; and
 - (ii) copies of such documents as may be prescribed.
- (2) A notice under this section must state —
 - (a) that the purchaser is entitled to give notice of cancellation of the agreement at any time before the expiry of the cancellation period; and
 - (b) that if the purchaser gives such a notice before the expiry of the cancellation period he will have the right to recover such sums (if any) as have been paid under or in contemplation of the agreement with the exception of any administration charge specified under sub-paragraph (c); and
 - (c) any amount which will be withheld from the amount which may be recovered as mentioned in paragraph (b) to offset administration costs incurred by the offeror and the stake-holder in the event of cancellation of the agreement in accordance with this Chapter (in this Act referred to as “**the administration charge**”); and
 - (d) that any sum paid by the purchaser under or in contemplation of the agreement must —
 - (i) in the case of a cash payment, only be made to the stake-holder specified in accordance with sub-paragraph (e);

- (ii) in any other case, be made payable only to that stake-holder; and
 - (e) the name and address of the stake-holder to whom all sums payable under or in contemplation of the agreement must be paid; and
 - (f) that the purchaser has read and understands the effect of the notice.
- (3) A person who contravenes subsection (1) is guilty of an offence and liable —
- (a) on summary conviction, to a fine not exceeding £5,000; and
 - (b) on conviction on information, to a fine.
- (4) This section shall not be construed as imposing an obligation to require a payment of any amount under or in contemplation of an agreement before the expiration of the cancellation period.

3 Provisions supplementary to section 2

- (1) Section 2 does not apply where, in entering into the agreement, the purchaser is acting in the course of a business.
- (2) An agreement is not invalidated by reason of a contravention of section 2.
- (3) The notice under section 2 and the statement under subsection (1)(b) of that section must —
 - (a) be in such form as may be prescribed, and
 - (b) comply with such requirements (whether as to type, size, colour or disposition of lettering, quality or colour of paper, or otherwise) as may be prescribed for securing that the notice is prominent and easily legible.
- (4) The amount of the administration charge —
 - (a) shall not be less than £50; and
 - (b) shall not exceed —
 - (i) £150; or
 - (ii) 1% of the total price specified in the agreement as the total price to be paid by the purchaser for the timeshare rights, whichever is the lesser.

4 Right to cancel timeshare agreement

- (1) Where a person has entered, or proposes to enter, into a timeshare agreement as purchaser —
 - (a) the agreement may not be enforced against him before the expiry of the cancellation period; and

- (b) he may give notice of cancellation of the agreement at any time before the expiry of the cancellation period.
- (2) Notice of cancellation may be given to —
- (a) the stake-holder specified in the notice under section 2; or
- (b) any other party to the timeshare agreement,
- and any reference in this Chapter to the giving of notice of cancellation shall be construed accordingly.
- (3) Subject to subsection (4), where a contract document does not include the notice under section 2, or the purchaser's acknowledgement referred to in section 2(2)(f) is not signed by the purchaser —
- (a) the agreement may not be enforced against the purchaser; and
- (b) he may give notice of cancellation of the agreement at any time.
- (4) If, in a case falling within subsection (3), the purchaser affirms the timeshare agreement at any time after the expiry of the cancellation period —
- (a) subsection (3) does not prevent the agreement being enforced against him, and
- (b) he may not at any subsequent time give notice of cancellation of the agreement.
- (5) The purchaser's giving, within the time allowed under this section, notice of cancellation of the agreement at a time when the agreement has been entered into shall have the effect of cancelling the agreement.
- (6) The purchaser's giving notice of cancellation of the agreement before the agreement has been entered into shall have the effect of withdrawing any offer to enter into the agreement.
- (7) Where a timeshare agreement is cancelled under this section, then, subject to subsection (12) —
- (a) the agreement shall cease to be enforceable, and
- (b) subsection (9) shall apply.
- (8) Subsection (9) shall also apply where giving a notice of cancellation has the effect of withdrawing an offer to enter into a timeshare agreement.
- (9) Subject to subsection (10) and (11), where this subsection applies —
- (a) any sum which the purchaser has paid under or in contemplation of the agreement shall be recoverable by the purchaser from the stake-holder named in the notice under section 2 (whether or not the stake-holder has received that sum); and
- (b) the stake-holder shall pay an amount equal to such sum (less the administration charge) to the purchaser before the expiry of the period of 60 days immediately following the date on which the notice of cancellation is given; and

- (c) no sum, other than the administration charge may be recovered by or on behalf of the offeror from the purchaser in respect of the agreement.
- (10) Subsection (9) shall not apply where the purchaser has failed to pay to or, as the case may be, failed to make payable to, the stake-holder all sums due under or in contemplation of the timeshare agreement, in accordance with the notice under section 2, and in such circumstances, subject to subsection (11), —
- (a) any sum which the purchaser has paid under or in contemplation of the agreement to the offeror, or to any person who is the offeror's agent for the purpose of receiving that sum, shall be recoverable by the purchaser from the offeror; and
 - (b) such sum (less the administration charge) shall be repaid before the expiry of the period of 60 days immediately following the date on which the notice of cancellation is given; and
 - (c) no sum, other than the administration charge, may be recovered by or on behalf of the offeror from the purchaser in respect of the agreement.
- (11) If the notice under section 2 does not specify the amount of the administration charge, it may not be recovered from the purchaser.
- (12) Where a timeshare agreement includes provision for providing credit for or in respect of the purchaser, then, notwithstanding the giving of notice of cancellation under this section, so far as the agreement relates to repayment of the credit and payment of interest —
- (a) it shall continue to be enforceable; and
 - (b) the notice under section 2 must also state that fact.

5 Stake-holder

- (1) A person must not in the course of business enter into a timeshare agreement as offeror unless —
- (a) the offeror has appointed a company to which this section applies as stake-holder to receive any sums paid by the purchaser under or in contemplation of the agreement; and
 - (b) the offeror and that stake-holder are different persons and are independent of each other.
- (2) A stake-holder who receives any sums paid by a purchaser under or in contemplation of a timeshare agreement shall not pay such sums or any part of them to the offeror, to the order of the offeror, or to any person who is the offeror's agent for the purpose, unless —
- (a) the cancellation period has expired; and
 - (b) the stake-holder is satisfied that the timeshare rights of the purchaser are legally binding on the offeror; and

- (c) except as provided in regulations made by the Treasury, the stakeholder is satisfied —
 - (i) that the timeshare accommodation which is the subject of the timeshare agreement is fit for occupation; or
 - (ii) that it will be fit for occupation on the date on which the purchaser is first entitled to exercise his timeshare rights; and
 - (d) such further conditions as may be prescribed have been complied with.
- (3) This section applies to a company —
- (a) which is incorporated in the Island; and
 - (b) which has its principal place of business in the Island; and
 - (c) the company secretary of which is an individual who holds a qualification specified in subsection (4); and
 - (d) which has no interest, whether legal or beneficial, in the timeshare accommodation in respect of which it is to act as stakeholder (other than an interest as such stakeholder or as trustee).
- (4) The individual referred to in subsection (3)(c) must be —
- (a) an individual who is qualified for appointment as the company secretary of a public company under section 19(4) of the *Companies Act 1982*;
 - (b) a fellow or associate member of the Institute of Bankers; or
 - (c) a person holding such other qualification as the Treasury may approve.
- (5) A person who contravenes subsection (1) or (2) is guilty of an offence and liable —
- (a) on summary conviction, to a fine not exceeding £5,000; and
 - (b) on conviction on information, to a fine.
- (6) [Amends section 109 of the *Companies Act 1931* by inserting subsections (3A) and (3B).]

CHAPTER II

Timeshare Credit Agreements

6 Application of Chapter II

This Chapter applies to any timeshare credit agreement if the purchaser is an individual and —

- (a) the agreement is to any extent governed by the law of the Island; or

- (b) when the agreement is signed by the purchaser, one or both of the parties are in, or are ordinarily resident in, the Island; or
- (c) the creditor is a company which is incorporated in the Island; or
- (d) when the agreement is signed by the purchaser, the creditor is a body corporate which is registered under the *Foreign Companies Act 2014*; or²
- (e) in such other circumstances as may be prescribed,

and in this Chapter references to a timeshare credit agreement are to be construed accordingly.

7 **Obligation to give notice of right to cancel timeshare credit agreement**

- (1) A person must not in the course of a business enter into a timeshare credit agreement to which this Chapter applies as creditor unless the document setting out the terms of the agreement or the substance of those terms, includes, immediately before the purchaser's signature, a notice of the rights of the purchaser under this Chapter.
- (2) A notice under this section must state —
 - (a) that the creditor will not pay any sum under the timeshare credit agreement to the offeror or any agent of the offeror before the expiry of the cancellation period;
 - (b) that the purchaser is entitled to give notice of cancellation of the agreement at any time before the expiry of the cancellation period; and
 - (c) that if the purchaser gives such a notice before the expiry of the cancellation period, then the purchaser will have no further rights or obligations under the agreement.
- (3) A person who contravenes this section is guilty of an offence and liable —
 - (a) on summary conviction, to a fine not exceeding £5,000; and
 - (b) on conviction on information, to a fine.

8 **Provisions supplementary to section 7**

- (1) This Chapter does not apply where, in entering into the agreement, the purchaser is acting in the course of a business.
- (2) Except as provided by section 11, an agreement is not invalidated by reason of a contravention of section 7.
- (3) The notice under section 7 must —
 - (a) be in such form as may be prescribed, and
 - (b) comply with such requirements (whether as to type, size, colour or disposition of lettering, quality or colour of paper, or otherwise) as

may be prescribed for securing that the notice is prominent and easily legible.

9 Payments by creditor

- (1) The creditor under a timeshare credit agreement to which this Chapter applies shall not pay any sum under or on account of the timeshare credit agreement to the offeror or any agent of the offeror before the expiry of the cancellation period.
- (2) If a creditor makes a payment contrary to subsection (1), and the agreement –
 - (a) is cancelled by virtue of a notice under section 10; or
 - (b) is rendered unenforceable by virtue of section 11,the creditor may recover the amount of such payment as if it were a debt owing to the creditor by the offeror.

10 Right to cancel timeshare credit agreement

- (1) Where a person has entered into a timeshare credit agreement to which this Chapter applies as a purchaser under a timeshare agreement, he may give notice of cancellation of the timeshare credit agreement to the creditor at any time before the expiry of the cancellation period.
- (2) The purchaser's giving notice under subsection (1) to the creditor at a time when the agreement was entered into shall have the effect of cancelling the agreement and the agreement shall accordingly cease to be enforceable.

11 Credit agreements unenforceable in certain cases

- (1) Subject to subsection (2), where the document setting out the terms of a timeshare credit agreement to which this Chapter applies does not include the notice required under section 7, the agreement shall be unenforceable.
- (2) If, in a case which would otherwise fall within subsection (1), the purchaser affirms the timeshare credit agreement at any time after the expiry of the cancellation period, that subsection shall not apply.

CHAPTER III

EU Timeshare Legislation³

12 Application of EU timeshare legislation⁴

- (1) Notwithstanding the provisions of any other statutory provision, the Treasury may by regulations apply to the Island as part of the law of the Island, to such extent and subject to such exceptions, adaptations and

modifications as may be specified in the regulations, any EU instrument to which this section applies.⁵

- (2) This section applies to any EU instrument which relates directly or indirectly to timeshare accommodation, timeshare rights, timeshare agreements, or persons who carry on timeshare business or which otherwise relates to timeshare.⁶
- (3) Regulations under this section may include provisions repealing or amending any provision of any enactment (other than this section) which is inconsistent with, or is unnecessary or requires modification in consequence of the regulations or any instrument applied to the Island by the regulations.
- (4) The Treasury shall as soon as practicable after the coming into operation of regulations under this section cause a text to be prepared of the instrument applied by the regulations, incorporating the exceptions, adaptations and modifications specified in the regulations.
- (5) The Treasury shall supply a copy of the text prepared under subsection (4) to any person requesting the same, at such reasonable charge as the Treasury may determine.
- (6) A copy made available for purchase under subsection (5), purporting to have been made under that subsection, shall be admissible in evidence in all the courts in the Island and shall, until the contrary is proved, be evidence of the contents thereof.
- (7) Regulations under subsection (1) may —
 - (a) make such further provision as appears to the Treasury to be necessary for the purpose of implementing any instrument applied to the Island under that subsection; and
 - (b) create new criminal offences punishable with imprisonment for periods not exceeding 2 years on conviction on information or punishable on summary conviction with imprisonment for periods not exceeding 6 months or with a fine of £5,000.
- (8) For the purposes of subsection (2), “timeshare business” has the meaning given in paragraph 6 of Schedule 2.

PART 2 – MISCELLANEOUS AND SUPPLEMENTAL

CHAPTER I

Enforcement and Prosecutions

13 Enforcement

Schedule 1 (which makes provision about enforcement) shall have effect.

14 Prosecution time limit

- (1) Notwithstanding section 75(1) of the *Summary Jurisdiction Act 1989* proceedings for an offence under this Act may be commenced at any time before —
 - (a) the end of the period of 3 years beginning with the date of the commission of the offence, or
 - (b) the end of the period of one year beginning with the date of the discovery of the offence by the prosecutor,whichever is the earlier.
- (2) For the purposes of this section a certificate signed by or on behalf of the prosecutor and stating the date on which the offence was discovered by him shall be conclusive evidence of that fact; and a certificate stating that matter and purporting to be so signed shall be treated as so signed unless the contrary is proved.

15 Defence of due diligence

- (1) In proceedings against a person for an offence under this Act it shall be a defence for that person to show that he took all reasonable steps and exercised all due diligence to avoid committing the offence.
- (2) Where in proceedings against a person for such an offence the defence provided by subsection (1) involves an allegation that the commission of the offence was due —
 - (a) to the act or default of another, or
 - (b) to reliance on information given by another,that person shall not, without the leave of the court, be entitled to rely on the defence unless he has served a notice under subsection (3) on the person bringing the proceedings not less than 7 clear days before the hearing of the proceedings.
- (3) A notice under this subsection shall give such information identifying or assisting in the identification of the person who committed the act or default or gave the information as is in the possession of the person serving the notice at the time when he serves it.
- (4) A person shall not be guilty of an offence under section 2(3) or 5(5) if Chapter I of Part 1 applies to the timeshare agreement concerned by reason only of the fact that the purchaser is ordinarily resident in the Island on the date on which a contract document is signed by the purchaser.
- (5) A person shall not be guilty of an offence under section 7(3) if Chapter II of Part 1 applies to the timeshare credit agreement concerned by reason only of the fact that the purchaser is ordinarily resident in the Island on the date on which the agreement is signed by the purchaser.

16 Liability of person other than principal offender

- (1) Where the commission by a person of an offence under this Act is due to the act or default of some other person, that other person is guilty of the offence and may be proceeded against and punished by virtue of this section whether or not proceedings are taken against the first-mentioned person.
- (2) Where a body corporate is guilty of an offence under this Act (including where it is so guilty by virtue of subsection (1)) in respect of an act or default which is shown to have been committed with the consent or connivance of, or to be attributable to neglect on the part of, a director, manager, secretary or other similar officer of the body corporate or a person who was purporting to act in such a capacity, he (as well as the body corporate) is guilty of the offence and liable to be proceeded against and punished accordingly.
- (3) Where the affairs of a body corporate are managed by its members, subsection (2) applies in relation to the acts and defaults of a member in connection with his functions of management as if he were a director of the body corporate.

CHAPTER II*General***17 Public documents**

- (1) The Treasury may make such regulations as may be made under this Act or as are necessary to carry this Act into effect and, without prejudice to the generality of that power, such regulations may provide for any of the matters specified in Schedule 2.
- (2) Before making regulations under this Act, the Treasury shall consult with such bodies as appear to it to be representative of interests likely to be affected by the regulations.
- (3) Regulations under this Act shall not have effect unless they are approved by Tynwald.

18 Notice

- (1) For the purposes of this Act, a notice of cancellation of an agreement is a notice (however expressed) showing that the purchaser wishes unconditionally to cancel the agreement, whether or not it is in a prescribed form.
- (2) For the purposes of this Act, if a purchaser sends a notice by post in a properly addressed and prepaid letter the notice is to be treated as given

at the time of posting and a certificate of posting shall be conclusive evidence of posting.

19 Interpretation: timeshare

- (1) In this Act, “**timeshare accommodation**” means any living accommodation in a building, in the Island or elsewhere, used or intended to be used, wholly or partly, for leisure purposes by a class of persons (referred to in subsection (2) as “timeshare users”) all of whom have rights to use, or participate in arrangements under which they may use, that accommodation, or accommodation within a pool of accommodation to which that accommodation belongs, for a specified period in each year of not less than one week nor more than one month, or such other period as may be prescribed.
- (2) In this Act, “**timeshare rights**” means rights by virtue of which a person becomes or will become a timeshare user, being rights exercisable during a period of not less than 3 years or such other period as may be prescribed, but does not include a person’s rights under such arrangements or circumstances as may be prescribed.
- (3) In this Act “**timeshare agreement**” means an agreement under which timeshare rights are conferred or purport to be conferred on any person.
- (4) In this Act, in relation to a timeshare agreement —
 - (a) references to the purchaser are to the person on whom timeshare rights are conferred, or purport to be conferred, and
 - (b) references to the offeror are to the other party to the agreement,and, in relation to any time before the agreement is entered into, references in this Act to the purchaser or the offeror are to the persons who become the purchaser and offeror when it is entered into.
- (5) In this Act “**timeshare credit agreement**” means an agreement (including the provisions of a timeshare agreement so far as it relates to the provision of credit, the repayment of the credit and the payment of interest) —
 - (a) under which a person (referred to in this Act as the “**creditor**”) provides or agrees to provide credit for or in respect of a person who is the purchaser under a timeshare agreement, and
 - (b) when the credit agreement is entered into, the creditor knows or has reasonable cause to believe that the whole or part of the credit is to be used for the purpose of financing the purchaser’s entering into a timeshare agreement.
- (6) In this Act, “**contract document**” means a document signed by the purchaser under which he —
 - (a) enters into or confirms, or purports to enter into or confirm a timeshare agreement; or

- (b) agrees or purports to agree to be bound by any obligation under a timeshare agreement; or
 - (c) otherwise acquires, or purports to acquire a timeshare right under a timeshare agreement,
- or offers to do any of those things.
- (7) In this Act, “**cancellation period**” means the period of 10 clear days immediately following the date on which the contract document is signed by the purchaser; and where the contract document consists of different parts which are signed by the purchaser on different dates, the date of signature shall be the date on which the document was last signed by the purchaser.⁷
- (8) The Treasury may by regulations modify subsections (1) to (7).

20 Interpretation: general

- (1) In this Act —
- “**administration charge**” has the meaning given by section 2(2)(c);
- “**credit**” includes a cash loan and any other form of financial accommodation;
- “**notice**” means notice in writing;
- “**stake-holder**” shall be construed in accordance with section 5.

21 General provisions

- (1) This Act shall have effect in relation to any timeshare agreement notwithstanding any agreement or notice.
- (2) The rights conferred and duties imposed by this Act are in addition to any rights conferred or duties imposed by or under any other enactment or the common law.

22 Short title and commencement

- (1) This Act may be cited as the Timeshare Act 1996.
- (2) This Act shall come into force on such day as the Treasury may by order appoint and different days may be so appointed for different provisions and for different purposes.⁸
- (3) An order under subsection (2) may contain such transitional or saving provisions as the Treasury may consider appropriate.

Schedule 1**ENFORCEMENT**

Section 13

Enforcement authority

1. (1) The Isle of Man Office of Fair Trading (in this Schedule referred to as “**the Board**”) shall be the enforcement authority for the purposes of this Act.⁹

Powers of officers of enforcement authority

2. (1) If a duly authorised officer of the Board has reasonable grounds for suspecting that an offence under this Act (other than an offence under this Schedule) has been committed, he may —

- (a) require a person carrying on or employed in a business to produce any book or document relating to the business, and take copies of it or any entry in it; or
- (b) require such a person to produce in a visible and legible documentary form any information so relating which is contained in a computer, and take copies of it,

for the purposes of ascertaining whether such an offence has been committed.

(2) If such an officer has reasonable grounds for believing that any documents may be required as evidence in proceedings for such an offence, he may seize and detain them and shall, if he does so, inform the person from whom they are seized.

(3) The powers of an officer under this paragraph may be exercised by him only at a reasonable hour and on production (if required) of his credentials.

(4) Nothing in this paragraph requires a person to produce, or authorises the taking from a person of, a document which he could not be compelled to produce in civil proceedings before the High Court.

3. (1) A person who —

- (a) intentionally obstructs an officer of the Board acting in pursuance of this Schedule,
- (b) without reasonable excuse fails to comply with a requirement made of him by such an officer under paragraph 2(1), or
- (c) without reasonable excuse fails to give an officer of the Board acting in pursuance of this Schedule any other assistance or information which the officer has reasonably required of him for the purpose of the performance of the officer’s functions under this Schedule,

is guilty of an offence.

- (2) A person guilty of an offence under sub-paragraph (1) is liable on summary conviction to a fine not exceeding £5,000.
- (3) If a person, in giving information to an officer of the Board who is acting in pursuance of this Schedule —
 - (a) makes a statement which he knows is false in a material particular, or
 - (b) recklessly makes a statement which is false in a material particular, he is guilty of an offence.
- (4) A person guilty of an offence under sub-paragraph (3) is liable —
 - (a) on summary conviction, to a fine not exceeding £5,000, and
 - (b) on conviction on information, to a fine.

Disclosure of information

4. (1) If a person discloses to another any information obtained in the exercise of functions under this Schedule he is guilty of an offence unless the disclosure was made —
 - (a) in or for the purpose of the performance by him or any other person of any such function, or
 - (b) in connection with the investigation of any criminal offence or for the purposes of any civil or criminal proceedings.
- (2) A person guilty of an offence under sub-paragraph (1) is liable —
 - (a) on summary conviction, to a fine not exceeding £5,000; and
 - (b) on conviction on information, to a fine.

Privilege against self-incrimination

5. Nothing in this Schedule requires a person to answer any question or give any information if to do so might incriminate him.

Schedule 2

MATTERS IN RESPECT OF WHICH REGULATIONS MAY BE MADE

Section 17

1. Anything which, under this Act, is required to be, or may be prescribed.
2. The application of this Act to any timeshare business with such exceptions, adaptations and modifications as may be specified.
3. The exemption from this Act of any timeshare business or class of timeshare business.
4. The implementation in the Island of any international agreement relating to the regulation of timeshare business including the creation of new criminal offences punishable with imprisonment for periods not exceeding 2 years on conviction on information or punishable on summary conviction with imprisonment for periods not exceeding 6 months or with a fine of £5,000.
5. The amendment of —
 - (a) the cancellation period specified in section 19(7); and
 - (b) the amounts specified in section 3(4)(a) and (b)(i).
6. In this Schedule, “**timeshare business**” means the business of engaging in one or more of the following activities —
 - (a) offering or conferring timeshare rights;
 - (b) acting as a stake-holder;
 - (c) providing trustee services, management services, administration services, or other services relating to timeshare rights, timeshare accommodation or timeshare contracts;
 - (d) operating, administering or managing timeshare accommodation.

ENDNOTES

Table of Legislation History

Legislation	Year and No	Commencement

Table of Renumbered Provisions

Original	Current

Table of Endnote References

¹ Para (d) amended by Foreign Companies Act 2014 Sch.

² Para (d) amended by Foreign Companies Act 2014 Sch.

³ Cross-heading amended by SD606/12.

⁴ Section heading amended by SD606/12.

⁵ Subs (1) amended by SD0606/12.

⁶ Subs (2) substituted by SD2019/0027 with effect from 31/12/2020 at 23:00.

⁷ Subs (7) amended by SD367/97.

⁸ ADO (whole Act except ss 5(6), 17, Sch 2) 1/12/1997; (ss 5(6), 17, Sch 2) 10/9/1997 (SD366/97).

⁹ Subpara (1) amended by SD579/98.