

## European Consumer Centre

Set up by the Ministry of Industry and Trade of the Czech Republic and operating with financial assistance from the EU.

The ECC helps resolve cross-border consumer complaints and disputes.

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## Timesharing

'Timesharing' is the right to use a facility for accommodation purposes in a set timeslot during the year for many years in advance (at least three years).

Timeshare agreements in the Czech Republic are regulated by the Civil Code(Sections 58 – 65)

A holiday-club membership agreement is not a timeshare agreement. It very often exploits consumer ignorance and trust. Consumers could face losses running into hundreds and thousands of crowns.

## Ten recommendations for consumers

(when entering into a holiday-club membership agreement or a timeshare agreement)

1. If you win a prize or a holiday and you have to attend a presentation to receive it, be careful. You could be exposed to several hours of intense pressure to purchase a timeshare or even holiday-club membership.
2. If you buy holiday-club membership or a timeshare on a boat, you have much less legal protection than if you enter into a timeshare agreement.
3. If you are approached on holiday, do not get into a taxi or board a bus arranged by a sales representative to visit a presentation. Companies often offer places a long way from your hotel and outside town to make it difficult for you to leave the presentation if you get fed up.
4. If you are not sure about an offer, leave. Ignore the claims that this is a 'once in a lifetime' opportunity. As soon as you sign a contract, it is difficult to withdraw from it.
5. Be careful about paying deposits. If a company folds before a returnable deposit becomes repayable, you will never get your money back. Bear in mind that with a timeshare agreement the provider must not demand any payment from the consumer before the contract is concluded, or even over the period during which the consumer can exercise the right to withdraw from the contract (Section 61 of the Civil Code).
6. Ask for detailed written information about the cost, the participating companies and liabilities. Take the information away with you and read it before you sign anything. Don't let yourself be pressured into signing anything on the spot.



7. If you change your mind, act quickly! Check the small print in the contract. When you sign a timeshare agreement, you have fifteen days to withdraw from a contract without citing your reasons; the time limit is three months in cases where the contract does not contain the requirements specified in Section 58 of the Civil Code. It is more difficult to withdraw from a holiday-club membership.
8. Some dealers could pass on your details to credit companies – don't let them pressure you into a loan.
9. Before you sign for your 'free' holiday, make sure you know about all the other costs. They are often higher than a luxury holiday but offer a narrower range of dates and destinations.
10. If you own a timeshare, it can be very difficult to sell it. You will pay high fees for the intermediation offered to you, and you will lose this money even if no buyer is found.

If you have problems with a holiday club or timeshare, contact the

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