

Timeshare and Holiday Clubs – Contracts signed before 23 February 2011

Timeshare is strictly defined in law and you must be given a cooling off period after signing. There are some important legal definitions and you should not sign anything unless you have received independent legal advice as these types of contracts are complex and often involve large sums of money. You will usually have to pay an initial fee plus some form of ongoing membership or maintenance fee.

Some businesses market holiday clubs which look like timeshare but are not. This means that you do not get a cooling off period and the moment you sign the contract is binding. A typical holiday club will offer access to deals on hotel rooms and flights. You will be asked to pay an initial fee and usually an annual fee as well.

Timeshare and holiday clubs are often sold at presentations given by marketing companies, the people doing the marketing are not those who operate the timeshare or holiday club. Invitations to the presentations are often by cold phone call to your home or given out by touts in holiday resorts.

You may be offered 'free' holidays, flights or gifts to attend the presentation but our experience is that these are rarely free, are subject to very restrictive terms and you will need to sit through several hours of sales pitch.

Some key things to look for:

- Schemes based around canal boats and caravans can never be timeshare
- If you want to buy then choose a timeshare you want to use; trading weeks is very complex
- Don't sign just to get away from the sales pitch; you might not be able to cancel
- If you sign while on holiday abroad the contract will be governed by the law of the country you are in; don't assume this is the same as in the UK

Essential advice: If you want to buy either a timeshare or holiday club membership ask to take the unsigned contract away with you so that you can seek legal advice. If you are not allowed to do this then ask yourself why.