



**SCREENING CHAPTER 28
CONSUMER AND HEALTH PROTECTION**

AGENDA ITEM XIV: TIME-SHARE BASIS CONTRACTS

**Country Session: The Republic of TURKEY
6-7 July 2006**



LEGAL BASIS

- **LAW NO. 4077 ON CONSUMER PROTECTION**
Amended by Law No. 4822 (OG No: 25048, 14.03.2003)

Came into force on 14 June 2003

- **BY-LAW THE APPLICATION PRINCIPLES AND METHODS FOR CONTRACTS RELATING TO IMMOVABLE USED IN TIMESHARE BASIS (OG NO: 25137, 13.06.2003)**

Came into force on 14 June 2003



COMPETENT AUTHORITY

MINISTRY OF INDUSTRY AND TRADE

DG FOR PROTECTION OF CONSUMER AND COMPETITION



LAW ON CONSUMER PROTECTION (ARTICLE 6/B)

Time share contract means any written contract or group of contracts concluded at least for a period of three years, during which the right relating to the use of one or more immovable properties for a specified or specifiable period of the year not less than one week is established or is the subject of a transfer or an undertaking to transfer.



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Definitions (Article 4)

- **Good**
- **Service**
- **Consumer**
- **Supplier**
- **Creditor**
- **Contract for vacations on timeshare basis**



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Timeshare Contracts (Article 5)

- **It is compulsory that time-sharing contract shall be in written form and a copy of the contract shall be given to the consumer.**
- **The information which has to be included in the contract is laid down in the Article 5 of the By-Law.**



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Right of Withdrawal (Article 6)

- The consumer has the right to withdraw from the contract within 10 days after signing the contract without giving any reason and without undertaking or assuming any legal and penal liability.**
- Before the termination of 10 days period, the supplier shall not claim any payment under any circumstances, or ask any document regarding the debt of consumer relating with the good and/or service that is the subject matter of the contract.**



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Deficiency in Terms (Article 7)

- **In the event that the contract does not have all required conditions, the consumer shall demand removal of the deficiency within 3 months starting from the contracting date. If the supplier does not correct the provisions, the consumer may notify that the contract will terminate automatically at the end of this period .**
- **In the event that the deficiency is removed within its period, right of withdrawal period shall begin on date when the supplier notifies the removal in written form.**



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Credit Agreements (Article 8)

When the consumer withdraws from the contract, the credit contract shall automatically terminate without any payment if;

- the amount paid by the consumer is totally supplied by supplier himself or**
- through an agreement between the creditor and supplier.**



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Clause of Non-Liability (Article 9)

Any clause in the contract or in a separate document indicating;

- that the consumer has waived his rights specified in this by-law or**
- that the liabilities stemming from this by-law of the supplier have been limited or abolished**

shall be regarded as null.



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Brochure (Article 10)

- **The supplier provides brochure to consumer who requests information on immovable**
- **Unless the parties agreed otherwise and apart from the force majeurs, terms of the brochure shall not be changed**
- **The information that has to be included in the brochure is laid down in Article 10 of the By-Law**



THANK YOU FOR YOUR ATTENTION