



# Procedure file

Basic information	
COD - Ordinary legislative procedure (ex-codecision procedure) Directive	2007/0113(COD) Procedure completed
Protection of consumers: timeshare, long-term holiday products, resale and exchange contracts	
Repealing Directive 94/47/EC	<a href="#">1992/0419(COD)</a>
Subject	
4.50 Tourism	
4.60.06 Consumers' economic and legal interests	

Key players				
European Parliament	Committee responsible	Rapporteur	Appointed	
	<b>IMCO</b> Internal Market and Consumer Protection		16/07/2007	
		ALDE <a href="#">MANDERS Antonius</a>		
	Committee for opinion	Rapporteur for opinion	Appointed	
	<b>TRAN</b> Transport and Tourism		03/07/2007	
		PSE <a href="#">FERNANDES Emanuel Jardim</a>		
Council of the European Union	<b>JURI</b> Legal Affairs		10/09/2007	
		PPE-DE <a href="#">LÓPEZ-ISTÚRIZ WHITE Antonio</a>		
Council of the European Union	Council configuration	Meeting	Date	
	<a href="#">Agriculture and Fisheries</a>	<a href="#">2917</a>	18/12/2008	
	<a href="#">Competitiveness (Internal Market, Industry, Research and Space)</a>	<a href="#">2832</a>	22/11/2007	
	<a href="#">Competitiveness (Internal Market, Industry, Research and Space)</a>	<a href="#">2820</a>	28/09/2007	
European Commission	Commission DG	Commissioner		
	<a href="#">Health and Food Safety</a>	KUNEVA Meglena		

Key events			
07/06/2007	Legislative proposal published	<a href="#">COM(2007)0303</a>	Summary
21/06/2007	Committee referral announced in Parliament, 1st reading		
28/09/2007	Debate in Council	<a href="#">2820</a>	
22/11/2007	Debate in Council	<a href="#">2832</a>	Summary

19/05/2008	Vote in committee, 1st reading		Summary
04/06/2008	Committee report tabled for plenary, 1st reading	<a href="#">A6-0195/2008</a>	
22/10/2008	Results of vote in Parliament		
22/10/2008	Debate in Parliament		
22/10/2008	Decision by Parliament, 1st reading	<a href="#">T6-0511/2008</a>	Summary
18/12/2008	Act adopted by Council after Parliament's 1st reading		
14/01/2009	Final act signed		
14/01/2009	End of procedure in Parliament		
03/02/2009	Final act published in Official Journal		

### Technical information

Procedure reference	2007/0113(COD)
Procedure type	COD - Ordinary legislative procedure (ex-codecision procedure)
Procedure subtype	Legislation
Legislative instrument	Directive
	Repealing Directive 94/47/EC <a href="#">1992/0419(COD)</a>
Legal basis	EC Treaty (after Amsterdam) EC 251; EC Treaty (after Amsterdam) EC 095
Stage reached in procedure	Procedure completed
Committee dossier	IMCO/6/50580

### Documentation gateway

Legislative proposal		<a href="#">COM(2007)0303</a>	07/06/2007	EC	Summary
Document attached to the procedure		<a href="#">SEC(2007)0743</a>	07/06/2007	EC	
Document attached to the procedure		<a href="#">SEC(2007)0744</a>	07/06/2007	EC	
Economic and Social Committee: opinion, report		<a href="#">CES1445/2007</a>	24/10/2007	ESC	
Committee draft report		<a href="#">PE398.606</a>	07/01/2008	EP	
Amendments tabled in committee		<a href="#">PE402.647</a>	25/02/2008	EP	
Committee opinion	<b>TRAN</b>	<a href="#">PE396.763</a>	27/02/2008	EP	
Committee opinion	<b>JURI</b>	<a href="#">PE400.443</a>	28/03/2008	EP	
Committee report tabled for plenary, 1st reading/single reading		<a href="#">A6-0195/2008</a>	04/06/2008	EP	
Text adopted by Parliament, 1st reading/single reading		<a href="#">T6-0511/2008</a>	22/10/2008	EP	Summary
Commission response to text adopted in plenary		<a href="#">SP(2008)6664</a>	12/11/2008	EC	
Draft final act		<a href="#">03701/2008/LEX</a>	14/01/2009	CSL	

Follow-up document	<a href="#">COM(2015)0644</a>	16/12/2015	EC	Summary
<b>Additional information</b>				
National parliaments	<a href="#">IPEX</a>			
European Commission	<a href="#">EUR-Lex</a>			
<b>Final act</b>				
<a href="#">Directive 2008/122</a> <a href="#">OJ L 033 03.02.2009, p. 0010</a> Summary				

## Protection of consumers: timeshare, long-term holiday products, resale and exchange contracts

**PURPOSE:** to provide consumer protection in respect of certain timeshare aspects, long-term holiday products, resale and exchange.

**PROPOSED ACT:** Directive of the European Parliament and of the Council.

**BACKGROUND:** Council Directive 94/47/EC on the protection of purchasers in respect of certain aspects of contract relating to the purchase of the right to use immovable properties on a timeshare basis has been the subject of a review process in order to examine the impact of major new developments in the market place. Since the adoption of Directive 94/47/EC a number of new products, that are similarly marketed and which, economically speaking, are broadly similar to timeshare, have sprung up. These new products, however, fall outside the scope of the existing timeshare Directive. The fact that these new products are not adequately regulated has resulted in a rise in consumer complaints. Legitimate timeshare business have also complained that the new 'timeshare' products are not properly regulated.

**CONTENT:** following an impact assessment, a Green Paper and taking into account the views and opinions of interested parties, the Commission is proposing the adoption of a new Directive the purpose of which is to provide consumer protection in relation to resale and new products such as holiday discount clubs. Upon adoption, the new Directive will replace Directive 94/47/EC with a modern, simplified and coherent framework.

In summary, the proposed Directive will include the following provisions:

**Scope:** the proposal will replace Directive 94/47/EC with a modern, simplified and coherent framework that covers timeshare, long-term holiday products as well as exchange and resale mediations. It will be applicable to all products that are listed under 'definitions'. A derogation from full harmonisation is included (since horizontal issues will be addressed under an overall review of the acquis). The proposed Directive also allows Member States to maintain national provision on early termination.

**Definitions:** the following terms are defined: timeshare; long term holiday product; resale; exchange; trader; consumer; and ancillary contract. Under the new definition of 'time-share' products which are equivalent to timeshare, but where one or more of the criteria of the current definition are not necessarily fulfilled, will be included under the terms of the revised definition. Since the proposed definition will no longer be linked exclusively to immovable property, contracts for accommodation in canal boats, caravans or cruise ships will be covered. It will not, however, cover things such as multi-annual reservation of a hotel room. The definition of 'long term holiday products' includes products such as discount holiday clubs. 'Resale' is defined as contracts for mediation concluded between the consumer who wishes to sell or buy a timeshare, long-term holiday product and resale agent. An 'ancillary contract' is defined as a contract which is subordinate to another contract for example, an exchange in relation to timeshare.

**Pre-contractual information and advertising:** the proposed provisions would ensure that the consumer receives all relevant information allowing him/her to make an informed decision. Provisions have also been included that ensure a consumer's attention is drawn to the right of withdrawal.

**Right of withdrawal:** this broadly corresponds to existing provision but the withdrawal period is extended to 14 days and it will be harmonised across the EU. Further, the provision on extending the period of withdrawal, in case of lack of fulfilment, has been clarified.

**Advance payment:** this proposal broadly reproduces the ban on deposits during the withdrawal period but it has clarified provisions on the ban. For example, the ban will include, not only payments, but consumer ( and not just trader ) concerns. It will apply as long as the withdrawal period has not expired. In addition, if the withdrawal period has been extended (due to the non-fulfilment of information requirements) the ban will be extended.

**Termination of ancillary contracts:** this provision prescribes the cancellation of any ancillary contracts if the consumer withdraws from the main contract. The proposed provisions will include certain agreements linked to credit.

**Sanctions, enforcement, consumer information and redress:** the proposed provisions are broadly similar to the ones set out in recent consumer protection Directives. The European Consumer Centres will assist in transmitting cross-border complaints to the relevant alternative dispute resolution bodies. Article 10 of the proposed Directive encourages the setting up of such bodies.

The proposed Directive will contribute toward the simplification of existing legislation by employing clearer and more transparent legislative language; definitions and an extended scope. The proposal has no implications on the Community budget.

## Protection of consumers: timeshare, long-term holiday products, resale and exchange contracts

The Council held an exchange of views and took note of a report reflecting the state of the work conducted within the Council under the

Portuguese Presidency since the presentation of the proposal for a Directive.

The report points out that revision of Directive 94/47/EC has become a priority given the problems faced by consumers in relation to resale and new products, such as timeshare-like products (e.g. holiday stays in movable property, like boats or caravans) or long term holiday products (e.g. discount holiday clubs) which are not covered by the present Directive.

The ministerial debate focused on the relationship of the draft Directive with the future framework Directive on consumer contractual rights, in particular on the extent of and appropriate time for harmonisation of the modalities and effects of the right of withdrawal.

The European Parliament first-reading opinion is expected in Spring 2008.

## Protection of consumers: timeshare, long-term holiday products, resale and exchange contracts

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The Committee on the Internal Market and Consumer Protection adopted a report drafted by Toine MANDERS (ALDE, NL)) and amended the proposal for a directive of the European Parliament and of the Council on the protection of consumers in respect of certain aspects of timeshare, long-term holiday products, resale and exchange. It stressed that certain aspects of the marketing, sale and resale of timeshare and long-term holiday products as well as exchange of timeshare should be fully harmonised in view of the fact that the provisions of the existing Directive were too easily circumvented by unscrupulous operators.

**Pre-contractual information:** in good time before the consumer is bound by any contract, the trader shall provide the consumer with written information in a clear and concise manner, where applicable, on a general description of the product, on the right of withdrawal, and on the prohibition on advance payment during the period allowed for withdrawal, in addition to other information prescribed in the text. The information shall be free of charge and provided by the trader on paper or in another durable medium. At the same time and in the same form, the trader shall also inform the consumer that, in accordance with private international law the contract may be governed by a law other than the national law of the consumer and possible disputes may be referred to other courts than the court in which the consumer is resident or is habitually domiciled.

**Language:**the consumer should have the right to choose the language to be used for the pre-contractual information and in the contract between the language or one of the languages of the Member State in which he/she is resident or in the language or one of the languages of the Member State of which he/she is a national which shall be an official language or official languages of the Community. The Member State in which the consumer is resident may, however, require that the contract be drawn up in all cases in at least its language or languages ? which must be an official language or official languages of the Community ? and that the trader provide the consumer with a certified translation of the contract in the language or one of the languages of the Member State in which the property is situated which shall be an official language or official languages of the Community.

If certain prescribed information has not been provided in writing or in another durable medium, the consumer is deemed not to be bound by the contract.

**Check-list:** the main or resale contract shall include a check-list intended to underline the rights given to consumers by the Directive and to facilitate the exercising of the right of withdrawal. The check-list should be based on the use of standard forms, available in all Community languages, and should contain a detachable form to exercise the right of withdrawal. The check-list shall in a brief and clear manner specify certain prescribed matters.

**Ban on advance payments:** for resale contracts, the prohibition on advance payment should apply until the actual sale has taken place or the resale contract has been terminated.

**Right of withdrawal:** the new text strengthens the right of withdrawal, which MEPs suggest should be extended to 21 days following the date of purchase (compared with 10 days now and 14 proposed in the Commission draft). The consumer would not be liable to make any reimbursement when the right of withdrawal is exercised and any payment would be prohibited before the end of the withdrawal period.

**Specific provisions relating to long-term holiday products:** a new Article has been inserted to ensure that for long-term holiday product contracts, payment shall be made according to a staggered payment schedule. The payments, including any membership fees, shall be divided into instalments with at least three instalments, each of which should be of equal value for contracts not exceeding ten years, and at least five instalments, each of which should be of equal value for contracts of more than ten years.

Member States must ensure that long-term holiday product traders are placed under an obligation to provide sufficient evidence of financial security in the event of insolvency.

**Codes of conduct:** Member States must encourage the development of codes of conduct and ensure that, where appropriate, consumers are informed about these codes of conduct. Member States shall encourage economic operators to set up (EU) branch organisations to ensure the development and management of the codes of conduct in close cooperation with designated authorities.

**Relation with private international law:** the consumer should not be deprived of the protection granted by the Directive. This should also be the case where the law of a third country is the law applicable to the contract and the real property is located in a Member State of the European Union. To this end, the provisions of the Directive relating to the withdrawal period and information requirements should be regarded as being provisions that cannot be derogated from by contract within the meaning of the Rome I Regulation.

The committee was also concerned to ensure that the provisions of the Directive were compatible with both Rome I and Brussels I.

**ADR:** branch organisations should offer consumers the possibility of an alternative dispute resolution system to handle complaints. Member States shall encourage and support such branch organisations to develop a European wide voluntary quality label aimed at allowing labelled traders to carry an official 'kite' mark approved and supported by the Member States.

**Review:** 3 years (rather than 5) after the date of application of the national provisions transposing the Directive.

**Model contract:** a new recital invites Member States and the Commission to work towards the creation of a model contract in all the official languages of the Community, containing all the basic and indispensable contractual provisions.

**Amendments to Annexes:** lastly, the committee made amendments to all five Annexes regarding information requirements.

## Protection of consumers: timeshare, long-term holiday products, resale and exchange contracts

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The European Parliament adopted, by 674 votes to 16 with 10 abstentions, a legislative resolution amending the proposal for a directive of the European Parliament and of the Council on the protection of consumers in respect of certain aspects of timeshare, long-term holiday products, resale and exchange.

The report had been tabled for consideration in plenary by Toine MANDERS (ALDE, NL) on behalf of the Committee on the Internal Market and Consumer Protection.

The amendments are the result of a compromise agreement between Parliament and Council. It was agreed that certain aspects of the marketing, sale and resale of timeshare and long-term holiday products as well as exchange of timeshare should be fully harmonised. Parliament agreed to revert to the 14 days withdrawal period, and the Council consented to standardised forms for pre-contractual information.

The main amendments ? made in 1st reading of codecision procedure ? are as follows:

**Advertising:** if any timeshare, long-term holiday product, resale or exchange contract is to be offered to a consumer in person at a promotion or sales event, the trader shall in the invitation clearly indicate the commercial purpose and the nature of the event. The pre-contractual information must be available to the consumer at any time during the event. A timeshare or long-term holiday product shall not be marketed or sold as an investment.

**Pre-contractual information:** in good time before the consumer is bound by any contract, the trader shall provide the consumer with written information in a clear and comprehensible manner with accurate and sufficient information on the issues listed in the text. The information will be provided on a standard information form, the contents of which are found in Annexes I-V. The information form contains 3 parts. The first part contains key information on property, price etc information that has to be filled in by the trader. The second part contains important general information, including on the right of withdrawal and the ban on advance payment. The third part contains additional information to which the consumer is entitled and where it can be obtained specifically (for instance, under which chapter of a general brochure) if not provided in the form itself. The information must be provided by the trader on paper or another durable medium easily accessible to the consumer and it shall be free of charge.

If pre-contractual information, including the standard information form set out in Annexes I to IV, has not been provided to the consumer, the right of withdrawal shall expire after 3 months and 14 calendar days.

**Language:** the Member States shall ensure that the pre-contractual information is drawn up in the language or one of the languages of the Member State in which the consumer is resident or in the language or one of the languages of the Member State of which he is a national provided it is an official language of the Community, at the consumer's choosing. The same applies to the contract itself. However, a Member State in which the consumer is resident may, in relation to the contract, require the contract be provided to the consumer in all cases in its language or one of its languages. In the case of a time-share property, it may ask that the consumer be provided with a certified translation of the contract in the language(s) of the Member State in which the property is situated. The text sets out other provisions on the appropriate language.

**Right of withdrawal:** the contract must include a separate standard withdrawal form, as set out in Annex V, intended to facilitate the exercise of the right of withdrawal. The consumer will have a period of 14 calendar days to withdraw from the timeshare, long-term holiday product, resale or exchange contract, without giving any reason. The text sets out the calculation for the period of withdrawal. If a completed standard withdrawal form has not been provided to the consumer in writing, on paper or another durable medium, the period of withdrawal shall expire after 1 year and 14 calendar days. However, if other pre-contractual information, including the standard information form set out in Annexes I to IV, has not been provided to the consumer, the right of withdrawal shall expire after 3 months and 14 calendar

**Effects of exercising the right of withdrawal:** the exercise of the right of withdrawal by the consumer terminates the obligation of the parties to perform the contract. Where the consumer exercises the right of withdrawal, he shall neither bear any cost nor be liable for any value corresponding to the service which may have been performed until withdrawal.

Parliament introduced a clause on the modalities of exercising the right of withdrawal.

**Ban on advance payments:** Parliament maintained the ban on advance payment for timeshare, long-term holiday products and exchange contracts.

**Specific provisions relating to long-term holiday products:** a new Article has been inserted to ensure that for long-term holiday product contracts, payment shall be made according to a staggered payment schedule. The payments, including any membership fee, shall be divided into yearly instalments, each of which shall be of equal value. The trader shall send a written request for payment, on paper or another durable medium, at least fourteen calendar days in advance of each due date.

**Codes of conduct:** the Commission shall encourage the drawing up at Community level, particularly by professional bodies, organisations and associations, of codes of conduct aimed at facilitating the implementation of this Directive in conformity with Community law. It shall also encourage traders and their branch organisations to inform consumers of any such codes, including, where appropriate, by means of a specific marking.

**Imperative nature of the Directive and application in international cases:** if the law applicable to the contract is the law of a Member State, the consumer may not waive his rights, conferred on him by this Directive. If the applicable law is that of a third country, the consumer shall not be deprived of the protection granted by this Directive, as implemented in the Member State of the forum: if the immovable property is situated in the EU; or if, in the case of a contract not directly related to immovable property, the trader pursues his commercial activities in a Member State, or by any means, directs such activities to a Member State and the contract falls within the scope of such activities.

**Out-of-court redress:** Member States shall encourage the setting up or development of adequate and effective out-of-court complaints and redress procedures for the settlement of consumer disputes under this Directive and shall encourage, where appropriate, traders and their branch organisations to inform consumers of any such out-of-court complaints and redress procedures

**Review:** 3years (rather than 5) after the date of application of the national provisions transposing the Directive.

## Protection of consumers: timeshare, long-term holiday products, resale and exchange contracts

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**PURPOSE:** to enhance the protection of consumers in respect of timeshare and long-term holiday product contracts.

**LEGISLATIVE ACT:** Directive 2008/122/EC of the European Parliament and of the Council on the protection of consumers in respect of certain aspects of timeshare, long-term holiday product, resale and exchange contracts.

**CONTENT:** the supply of timeshare goods (for example, holiday stays in movable rather than immovable property, such as boats or caravans) has changed considerably over the past few years, and new long-term holiday products (holiday clubs at preferential rates, in particular) have appeared on the market. These new products and certain transactions associated with the use of timeshare goods have not hitherto been covered by Community legislation.

Following an agreement reached with the Parliament at first reading, this Directive lays down the commercial conditions associated with the use of timeshare goods and long-term holiday products (of a duration of more than one year), and with resale and exchange, in order to give consumers the possibility to acquaint themselves with the pre-contractual information, the rights and obligations under the contracts and possibilities of withdrawal, in a clear and comprehensible manner.

The main elements of the Directive are as follows:

**Pre-contractual information:** in good time before the consumer is bound by any contract or offer, the trader shall provide the consumer, in a clear and comprehensible manner, with accurate and sufficient information in the case of a timeshare contract, a long-term holiday product contract, a resale contract and an exchange contract. This information shall be provided, free of charge, by the trader on paper or on another durable medium which is easily accessible to the consumer, by means of the standard information forms as set out in Annexes I to IV of the Directive.

Member States shall ensure that the information is drawn up in the language or one of the languages of the Member State in which the consumer is resident or a national, at the choice of the consumer, provided it is an official language of the Community.

**Right of withdrawal:** the consumer shall be given a period of 14 calendar days to withdraw from the contract, without giving any reason. The period may be extended if the relevant information has not been provided by the trader.

The exercise of the right of withdrawal by the consumer terminates the obligation of the parties to perform the contract. Where the consumer exercises the right of withdrawal, the consumer shall neither bear any cost nor be liable for any value corresponding to the service which may have been performed before withdrawal. Moreover, the expiration of the withdrawal period does not preclude consumers from seeking remedies for breaches of the information requirements.

**Advance payment:** Member States shall ensure that, in relation to contracts, any advance payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt or any other consideration to the trader or to any third party by the consumer before the end of the withdrawal period, is prohibited.

For long-term holiday product contracts, payment shall be made according to a staggered payment schedule. Any payment of the price specified in the contract otherwise than in accordance with the staggered payment schedule shall be prohibited.

**Consumer information and out-of-court redress:** the Commission shall encourage the drawing up at Community level, particularly by professional bodies, organisations and associations, of codes of conduct aimed at facilitating the implementation of this Directive, in conformity with Community law. It shall also encourage traders and their branch organisations to inform consumers of any such codes, including, where appropriate, by means of a specific marking.

Moreover, Member States shall encourage the setting up or development of adequate and effective out-of-court complaints and redress procedures for the settlement of consumer disputes.

**Application in international cases:** (a) Member States shall ensure that, where the law applicable to the contract is the law of a Member State, consumers may not waive the rights conferred on them by this Directive; (b) where the applicable law is that of a third country, consumers shall not be deprived of the protection granted by this Directive, as implemented in the Member State of the forum if: (i) any of the immovable properties concerned is situated within the territory of a Member State; or (ii) in the case of a contract not directly related to immovable property, the trader pursues commercial or professional activities in a Member State or, by any means, directs such activities to a Member State and the contract falls within the scope of such activities.

**Review:** the Commission shall review this Directive and report to the European Parliament and the Council no later than 23 February 2014. If necessary, it shall make further proposals to adapt it to developments in the area.

**ENTRY INTO FORCE:** 23/02/2009.

**TRANSPOSITION AND APPLICATION:** from 23/02/2011.

## Protection of consumers: timeshare, long-term holiday products, resale and exchange contracts

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This report provides an assessment of the application of Directive 2008/122/EC (the Timeshare Directive) in Member States and evaluates its effects.

This report is based on several resources on information:

- detailed checks of the transposition into national legislations of Directive 2008/122/EC, carried out by the Commission since August 2013;
- complaints received by the Commission directly from consumers;
- an external study conducted in 2014, including an online survey, followed by interviews with individual stakeholders, and five regional workshops.

Results of the study: since the application of the 2008 Directive, complaints recorded by ECC-Net across the EU have decreased, from an

average of 2150 a year in 2008-11 to an average of 1820 in 2012-13. The decrease in number of complaints coincides with the entry into application of the Directive, and therefore suggests that overall the Timeshare Directive has had a positive impact.

The results of the study mainly show that:

- 38.5% of consumers who experienced problems still reported they were unable to exercise their right of withdrawal;
- 70% of the consumers who concluded a contract after the application of the Directive, and experienced problems, felt they were not sufficiently informed about the contracts terms;
- only 7% (as opposed to 9% previously) of consumers surveyed received pre-contractual information in a language they did not understand;
- 80.8% of the consumers who bought timeshare or related products in or after 2012 and experienced problems, were asked to make payments before the end of the withdrawal period;
- the percentage of problems faced by traditional timeshare owners has significantly dropped since the application of the Timeshare Directive;
- timeshare owners often face increases in maintenance or service fees for no objective reason;
- during the period 2007-13, 29.2% of all complaints registered by ECC-Net on timeshare and similar products were linked to unfair commercial practices;
- terminating the timeshare contract is one of the most problematic issues for consumers, since the procedures and conditions for terminating timeshare contracts vary across Member States;
- the number of problems experienced by consumers in relation to long-term holiday products has greatly increased from 11.9% pre-Directive to 57.2% post-Directive;
- the percentage of problems linked to holiday exchange schemes has significantly dropped since the application of the Timeshare Directive, from 31% to 5.7%;
- the percentage of complaints related to resale problems has remained stable and relatively low both prior to and after the entry into force of the Directive (around 10%).

The research also highlights consumer detriment associated with new products, such as short-term discount holiday clubs (membership of less than 1 year) and leisure credit schemes that often seem designed to circumvent the Directive. It also noted:

- problems with the application of the Directive depending on the country of the consumer and the professional ;
- penalties available to enforcement authorities in case of breaches of the Directive vary significantly among the Member States from administrative fines of EUR 1500 to fines in excess of EUR 100000;
- in some Member States, investigating and prosecuting fraudulent traders involved in consumer scams does not seem to be a priority. The effectiveness of the measures taken by law enforcement authorities (police, prosecution services, courts) strongly depend on the successful functioning of the established criminal law cooperation between the competent authorities of Member States.

The Commissions conclusions: based on the these findings, the Commission draws the following conclusions concerning the application of the Directive:

- at this stage, there seems to be no need to modify either the scope or the provisions of the Directive;
- regarding aspects of the timeshare, long-term holiday product, resale and exchange contracts falling within its scope, the Timeshare Directive appears overall to be a useful tool in protecting consumers in this specific holiday sector;
- regarding aspects falling outside its scope (such as termination of contracts) problems still occur. However, the analysis shows that these aspects can be successfully addressed through targeted interventions at national level, efficient self regulatory measures and a better enforcement of other relevant EU consumer law instruments;
- specific attention must be given to legal constructions and practices aimed at circumventing the Directive. The [Consumer Rights Directive](#), Directive 93/13/EEC on unfair contract terms and the [Unfair Commercial Practices Directive](#) can all help to address such circumventions;
- in order to render the Directive more effective, national enforcement authorities should focus on certain business practices and traders . This is particularly the case for Spain, which is involved in half of all complaints reported to European Consumer Centres across the EU, Iceland and Norway;
- where conduct points towards criminal law, law enforcement authorities should be quickly informed with a view to launching criminal investigations;
- the cross-border dimension of fraudulent practices could be addressed more effectively by better use of the measures on criminal law cooperation, established between the law enforcement authorities of the Member States. Existing EU instruments for cooperation in criminal matters already provide a comprehensive legal framework for this purpose;
- possible alternative ways of addressing existing problems, e.g. awareness-raising campaigns, self-regulation and alternative dispute resolution mechanisms, all of which could also have a positive impact;
- more comprehensive strategies for national consumer protection authorities could raise consumer awareness so as to ensure that citizens are more informed about potential scams.

The Commission will also exercise its powers whenever a Member State fails to comply with its enforcement obligations. For this reason, the Commission services have begun a dialogue with Spain regarding the correct enforcement of the Directive. It will encourage Member States, where appropriate, to step up their enforcement actions, including through the Consumer Protection Cooperation network, and ensure the Directives provisions are complied with in all Member States.