

## RESALE COMPANIES

1. It usually starts with a "cold call" by someone claiming to be able to sell your week - or even claiming to have already sold your week. The amount you will receive, they say, is usually quite a few thousand pounds. Usually they have all your details because at some stage you will have given them to a resale company to sell your week, and they have 'sold' this information on, or have reinvented themselves with a new company name.
2. Or it may be an advertisement in a newspaper or magazine inviting timeshare owners to register their weeks for sale.
3. They may claim to be resellers or real estate agents. They may claim that they are registered in the UK . In truth, they are usually fraudsters.
4. To give themselves credibility they may say that they are a registered company and invite you to check with the Spanish Companies House. Or they may invite you to talk to their lawyers. Or they claim membership of a "trade" organisation - which is no guide to safe dealing with a resale broker. The telephone numbers they give you to check will be mobile numbers, answered by one of their colleagues in the sales office!
5. They may also send, by fax or post, a "contract" which appears to have the name and a signature of a "buyer". This contract is usually a fabrication . But even good solicitors have been taken in by them.
6. Then they will say that they need you to pay them money – amounts ranging from £300 to £3,000. The reasons for this payment are all totally fictitious – advance legal fees; a Spanish legal requirement; a "security bond"; registration of the deeds etc. etc. None are true.
  - OR, they may invite you to visit them, in the UK, Tenerife or Spain, to collect the money from the buyer. You go to their offices expecting to return with £££££ in your pocket – but actually return £££££ the poorer, perhaps with membership of some bogus holiday club and a piece of paper promising enormous sums to be paid to you in 3 or 5 years time. A "Cash Back" promise that is certainly worthless.
  - OR, they may tell you that, as a victim of an earlier fraud, you will get back the money you paid (and even some of the money that the fraudsters had promised from the sale of your timeshare). All you have to do is pay £££££. The caller may well be the same person who defrauded you the first time.
  - OR, they may claim to be a bank holding the purchasers money on your behalf. All you have to do is send the "bank" some money. Again, the caller is probably from the same gang as previously.
  - OR, they may claim that you need to "upgrade" your ownership to achieve a sale. Pay £1,000 to the fraudsters for the upgrade and - nothing! (an Asian version of the scam)
  - OR they may persuade you to "trade in" your timeshare for membership of a holiday club. Not only are holiday clubs not what they seem, but you find that your timeshare is NOT transferred out of your name leaving you with the annual fees to pay on two memberships.

They may pretend to be calling from the UK or the US - even giving a relevant telephone number - but are mostly calling from Spain or the Canaries using a call transfer or an international mobile number. But some ARE calling from the UK and they are just as dangerous as those calling from Spain etc.

These companies are normally acting fraudulently. They are VERY convincing and VERY persistent,

### **The Law etc.**

Any business which sells you a product or service by telephone must comply with the Distance Selling Regulations. (DSRs) or their equivalent in other European states, which, in essence, say “Where a contract is concluded over the phone the consumer has seven working days from that date to cancel the contract - information about the cancellation right has to be confirmed in writing or another durable form otherwise the consumer then has up to a further 3 months to cancel. If the service starts immediately the trader must inform the consumer before the contract is concluded either in writing or another durable medium that he/she cannot cancel the contract once performance has started”

So any company that gets you to agree – usually by you giving them your credit card number – to let them sell your timeshare, must provide you with a 7 day cooling off period and must confirm the cooling off period in a written form.

If you write to cancel (recorded delivery) within the 7 days - and have NOT signed and returned any written agreement provided by the company - then you should demand a full refund of the money taken within 10 days or else you will get your card company to claw back the payment for you. If they fail to return the money then get your card company to trigger the claw back scheme.

If you paid by credit card, and have a written statement that the payment will be refunded after, say, 12 months then your credit card company should provide a refund under the Consumer Credit Act 1974.

### **Advice:**

1. NEVER send any money to any company on the promise of selling your timeshare - whatever reason they might give you for paying, and certainly do not give them your credit/debit card number.
2. NEVER send an ownership certificate, or even a copy of one.
3. Check the true market value by talking to any resale company who is a member of the RDO (Resort Development Organisation website :[www.rdo.org](http://www.rdo.org)) , then you will know if the price quoted by the fraudster is reasonable or not.
4. Go to [www.rdo.org/node/125](http://www.rdo.org/node/125) for the Office of Fair Tradings view on Timeshare resale Scams

### **If you have already given your credit card number.**

1. Do NOT sign any written agreement that you are sent.
2. Write to the reseller (Recorded Delivery) confirming that you contracted on a date (of the ‘phone call) for them to sell your week at a given price in a given time period (both as per ‘phone call) and that you paid by credit card and you now look forward to receiving the payment of the proceeds of sale within the time period.
3. Totally ignore any further correspondence or ‘phone calls from the fraudster.
4. When the time period has expired write to the reseller demanding payment of the promised amount in not more than 10 days from the date of your letter.
5. If they fail to pay, make a claim on your credit card company under S75 of the Consumer Credit Act on the basis that you have been defrauded out of £xxx (some resellers

conveniently forget to tell you that there was VAT on top of the payment!) OR issue a claim in the County Court - if the fraudster is based in England or Wales - for all your money back on the grounds of breach of contract.

### **If you paid by means other than a credit card**

Then you have no chance of recovering any money.

### **Finally**

Please report the matter to the Office of Fair Trading.

Anyone who “cold calls” with an offer to sell your timeshare is normally a fraudster – do NOT do business with them.

### **Selling options**

#### Sell through an Independent Resale Broker

This is by far the most successful means of selling. We suggest that you register with all who do NOT charge an up-front fee (for whatever purpose).

**NEVER, EVER pay any up-front money to anyone who claims to have sold or be able to sell your timeshare.**

**And NEVER hand over your certificate of ownership except to a totally independent stakeholder.**

#### D.I.Y. sales

Sell to a friend, work colleague or relative or by advertising in a newspaper or on the Internet (eBay is popular). But, not all buyers are honest, so take the following precautions:-

The buyer will want confirmation that:-

- You actually own the week
- That Management Fees are paid up to date (and what they are annually)
- That the week has not been banked with an exchange company (or that the banked week is available for the buyers use)

## **FOR YOUR INFORMATION**

### **Canalboat Club Scheme Documentation**

#### **Clause 8 Transfer of Exclusive Rights of Occupation**

(a) Subject to the provisions of clause 8 (e) below, any Holiday Owner may apply to dispose of his Exclusive Rights of Occupation to any person, whether by sale, gift or otherwise, by means of the certificate of transfer appearing on the reverse of the Holiday certificate.

(b) On the death of the Holiday owner , his personal representative may apply to dispose of his

Exclusive Rights of Occupation in a like manner.

( c) Upon delivery to the Trustee of the Holiday Certificate evidencing the Exclusive Rights of Occupation to be transferred, together with a completed Certificate of Transfer signed by the transferor and the transferee, and such fee as the Trustee shall from time to time determine and provided that no Management Charges or other sums contemplated under these Rules are owed by the transferor , the Trustee shall replace the name of the transferor by that of the transferee in the Register and issue a new Holiday Certificate in the name of the transferee. Pending such replacement and issue no effective disposal as contemplated at sub clauses (a) and (b) above shall deemed to have taken place.

(d) From the date of the entry of the name of the transferee in the Register, all obligations to the Vendor or the Management company or the transferor under these Rules (other than the obligations of the transferor accrued at the time of disposal of the Holiday Certificate by the transferor to the transferee) shall thereupon cease and the transferee shall be entitled to exercise the rights of the Holiday owner.

(e) Notwithstanding any provision of this clause 8 or any other provision of these Rules of Occupation, no Holiday Owner may cede, assign, or otherwise transfer his Exclusive Rights of Occupation to another timeshare multi-location club or points club or similar arrangement (whether for a particular year or years, or otherwise) unless the vendor shall first have given specific approval in writing to that other timeshare multi- location club or points club to permit such cession, assignment or transfer.

If you are unsure about selling your Canalboat Club week please don't hesitate to contact us for advice.

canalboatclub@abacus-reservations.com