

Law No. (14) of 2020
Concerning
Timeshare Schemes in the Emirate of Dubai¹

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Federal Law No. (5) of 1985 Issuing the Civil Code of the United Arab Emirates and its amendments;

Law No. (1) of 1997 Establishing the Department of Tourism and Commerce Marketing and its amendments;

Law No. (3) of 2003 Establishing the Executive Council of the Emirate of Dubai;

Law No. (9) of 2004 Concerning the Dubai International Financial Centre and its amendments;

Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai and its amendments;

Law No. (13) of 2011 Regulating the Conduct of Economic Activities in the Emirate of Dubai and its amendments;

Law No. (7) of 2013 Concerning the Land Department;

Law No. (6) of 2019 Concerning Ownership of Jointly Owned Real Property in the Emirate of Dubai;

Decree No. (22) of 2009 Concerning Special Development Zones in the Emirate of Dubai;

Decree No. (17) of 2013 Concerning Licensing and Classification of Hotel Establishments in the Emirate of Dubai;

Executive Council Resolution No. (2) of 2014 Approving the Tourism Dirham Fee in the Emirate of Dubai and its amendments; and

The legislation establishing and regulating free zones in the Emirate of Dubai,

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¹Every effort has been made to produce an accurate and complete English version of this legislation. However, for the purpose of its interpretation and application, reference must be made to the original Arabic text. In case of conflict, the Arabic text will prevail.

Do hereby issue this Law.

Chapter One
Title of the Law, Definitions, Scope of Application, and Functions

Title of the Law
Article (1)

This Law will be cited as "Law No. (14) of 2020 Concerning Timeshare Schemes in the Emirate of Dubai".

Definitions
Article (2)

The following words and expressions, wherever mentioned in this Law, will have the meaning indicated opposite each of them unless the context implies otherwise:

Emirate:	The Emirate of Dubai.
Executive Council:	The Executive Council of the Emirate of Dubai.
DTCM:	The Department of Tourism and Commerce Marketing.
Director General:	The director general of the DTCM.
Accommodation Unit:	Any unit classified by the DTCM and permitted by it to be used under a Timeshare Scheme. This includes units within hotels, resorts, hotel apartments, or any other Hotel Establishment determined by the DTCM.
Timeshare Contract:	A contract under which a Timeshare Interval is sold for a specific financial consideration and under which an Establishment is obliged to enable a Beneficiary to use the Accommodation Unit specified in that contract throughout the Timeshare Interval.
Points-based Contract:	A contract under which a Beneficiary buys Points for a specific financial consideration and under which an Establishment is obliged to enable that Beneficiary to use an Accommodation Unit for the period specified in the contract or to use any other alternative Accommodation Unit existing within or outside of the Emirate.

Timeshare Interval:	A regular period of time specified in a Timeshare Contract during which the Beneficiary is entitled to use an Accommodation Unit throughout the term of the contract.
Activity:	This includes the sale of Timeshare Intervals; or the sale of Points, which are exchanged for the right to use an Accommodation Unit specified in a Points-based Contract or any other alternative Accommodation Unit.
Establishment:	A sole proprietorship or a company licensed by the Licensing Authority in the Emirate and authorised by the DTCM to conduct the Activity in the Emirate using Accommodation Units that are owned or utilised by it. This includes any Real Property Developer or any establishment responsible for managing Accommodation Units or other Real Property designated for use under Timeshare Schemes.
Beneficiary:	A natural or legal person who is entitled to use an Accommodation Unit pursuant to a Timeshare Contract or a Points-based Contract.
Timeshare Scheme:	A scheme under which a Beneficiary is entitled to: <ol style="list-style-type: none"> 1. use an Accommodation Unit throughout a Timeshare Interval in accordance with the terms agreed upon in a Timeshare Contract; or 2. use his Points or exchange them for the right to use an Accommodation Unit throughout the period specified in a Points-based Contract and in accordance with agreed-upon terms.
Points:	An interest that is owned by a Beneficiary under a Points-based Contract and that entitles him, throughout the term of the contract, to use the Accommodation Unit specified in the contract or any other alternative Accommodation Unit of the Establishment or of the group under which the Establishment operates. Points will be evaluated based on the season of occupancy; the size, specifications, and location of the Accommodation Unit; and any other factors agreed upon in the Points-based Contract.
Permit:	A document issued by the DTCM authorising an Establishment to conduct the Activity.

- Approval:** A document issued by the DTCM authorising an Establishment to use any of its Accommodation Units under a Timeshare Scheme.
- Exchange Programme:** A programme for exchanging Accommodation Units which is implemented by a corporation or a company licensed by the competent entity within or outside of the Emirate to provide and operate a vacation exchange service by designating a specific number of Accommodation Units for use under Timeshare Schemes in different countries. The programme is used for the purpose of exchanging Timeshare Intervals among its members.
- Activity Register:** A register maintained by the DTCM for registering persons conducting the Activity in the Emirate.
- Real Property Register:** The register regulated pursuant to the above-mentioned Law No. (7) of 2006 or the Real Property register of the Dubai International Financial Centre, as the case may be.
- Establishment Register:** A register maintained by an Establishment to register the Timeshare Contracts and Points-based Contracts concluded between the Establishment and Beneficiaries.

Scope of Application Article (3)

This Law applies to:

1. all individuals and entities conducting the Activity in the Emirate, including in Special Development Zones and free zones, such as the Dubai International Financial Centre;
2. the entities specialised in developing and operating Exchange Programme services; and
3. Timeshare Contracts and Points-based Contracts, where the subject of the contract is an Accommodation Unit existing within the Emirate.

Objectives of the Law Article (4)

This Law aims to:

1. regulate the conduct of the Activity in the Emirate in accordance with the relevant international best practices;

2. promote tourism in the Emirate and encourage investors to implement various tourist projects;
3. develop the Real Property sector in the Emirate and encourage investors to implement various Real Property projects;
4. provide the guarantees required for the protection of consumers in Timeshare Schemes in the Emirate; and
5. offer tourists suitable options and encourage them to spend holidays and vacations in the Emirate, in a manner that meets their needs and suits their financial means.

Functions of the DTCM Article (5)

The DTCM is the competent entity in the Emirate in charge of regulating and overseeing the Activity. For this purpose, the DTCM will have the duties and powers to:

1. prescribe, in accordance with relevant international best practices, the conditions, requirements, and technical standards that must be met by an Establishment wishing to conduct the Activity in the Emirate;
2. prescribe, in accordance with relevant international best practices, the conditions and requirements that must be met, and the procedures that must be followed, for obtaining and renewing Permits and Approvals;
3. prescribe, in accordance with relevant international best practices, the conditions, requirements, and technical standards that must be met by Accommodation Units;
4. determine applications for obtaining or renewing Permits and Approvals, in accordance with the conditions, requirements, technical standards, and procedures stipulated in this Law and the resolutions issued in pursuance hereof;
5. identify and classify Accommodation Units in the Emirate in accordance with the standards adopted by the DTCM in this respect;
6. coordinate with the Land Department and the Dubai International Financial Centre on all matters related to Developers and Real Property Brokers conducting the Activity and to the registration of the rights to utilise Timeshare Intervals pertaining to Accommodation Units in the Real Property Register, in accordance with the relevant rules and procedures adopted by the Land Department and the Dubai International Financial Centre;

7. monitor and inspect Establishments to verify their compliance with the provisions of this Law and the resolutions issued in pursuance hereof;
8. receive, investigate, and take the necessary action in respect of complaints filed against Establishments, or against any individual or entity conducting the Activity in the Emirate without a Permit or Approval;
9. take the measures stipulated in this Law and the resolutions issued in pursuance hereof against violators;
10. create a database of the Establishments engaged in operating Timeshare Schemes, and of the Accommodation Units existing in the Emirate;
11. determine the form of, and the essential information that must be entered in, the Activity Register created pursuant to this Law;
12. determine the form of, and the details that must be entered in, the Establishment Register, as determined by the DTCM in this respect;
13. prescribe the basic requirements that must be met by the Timeshare Contracts and Points-based Contracts concluded by the Establishments operating in the Emirate;
14. prescribe the requirements, conditions, and rules for marketing, advertising, or publicising the Points or Timeshare Intervals pertaining to Accommodation Units existing in the Emirate;
15. prescribe the requirements and conditions that must be met by the contracts related to the Exchange Programmes implemented by the Establishments engaged in operating Timeshare Schemes in the Emirate;
16. prescribe the requirements and conditions that must be met by the sale contracts of the Accommodation Units of Establishments existing in the Emirate;
17. prescribe the requirements and conditions for transferring the rights of a Beneficiary in a Timeshare Interval, or transferring his Points, to another Beneficiary; and
18. exercise any other duties or powers required for the achievement of the objectives of this Law.

Chapter Two Regulating the Activity

Conducting the Activity Article (6)

- a. No natural or legal person may conduct, or advertise the conduct of, the Activity in the Emirate without obtaining a Permit from the DTCM. This Permit will be issued in accordance with the conditions, requirements, and procedures adopted in this respect.
- b. No Establishment may establish a branch in the Emirate without first obtaining the relevant permission from the DTCM.
- c. No Establishment may designate any of its Accommodation Units existing in the Emirate for use under a Timeshare Scheme without first obtaining the relevant Approval from the DTCM. This Approval will be issued in accordance with the conditions, requirements, and procedures adopted in this respect.
- d. The Activity will be conducted using the Accommodation Units approved by the DTCM to be used under Timeshare Schemes in accordance with the conditions, requirements, and procedures adopted in this respect.

Regulating Publicity, Advertising, and Marketing Article (7)

No entity may market, publicise, or advertise, in any form or way whatsoever within or outside of the Emirate, any Points or Timeshare Intervals pertaining to Accommodation Units without obtaining the relevant authorisation from the DTCM. This authorisation will be issued in accordance with the rules, conditions, and requirements prescribed by the relevant resolution issued by the Director General.

Activity Register Article (8)

A register (the "**Activity Register**") will be created by the DTCM in which the following will be recorded:

1. the Establishments authorised to conduct the Activity in the Emirate;
2. the Accommodation Units designated for use under Timeshare Schemes in the Emirate; and

3. the Establishments authorised to market, publicise, and advertise Timeshare Schemes in the Emirate.

Conditions and Procedures for Issuing Permits and Approvals Article (9)

The conditions, requirements, and procedures for issuing and renewing Permits and Approvals will be determined pursuant to the relevant resolution issued by the Director General.

Term of Permits and Approvals Article (10)

- a. A Permit or an Approval will be valid for a term of one (1) year, renewable for the same period. The DTCM may, upon the request of an Establishment, approve that the term of the Permit or the Approval be for more than one (1) year, up to four (4) years.
- b. An Establishment must renew its Permit or Approval at least thirty (30) days prior to the date of its expiry. The Permit or Approval will be renewed in accordance with the conditions, requirements, and procedures adopted in this respect.

Classification of Accommodation Units Article (11)

- a. Accommodation Units will be classified into categories based on the specifications and standards adopted pursuant to the relevant resolution issued by the Director General.
- b. The DTCM may upgrade or downgrade the classification of an Accommodation Unit in accordance with the relevant classification standards and based on compliance by the Establishment with the provisions of this Law, the resolutions issued in pursuance hereof, and any other standards deemed appropriate by the DTCM.

Chapter Three Obligations of Establishments and Beneficiaries

Obligations of Establishments Article (12)

An Establishment must:

1. comply with the legislation in force in the Emirate;

2. conduct the Activity only using the Accommodation Units approved and classified by the DTCM;
3. maintain records that contain all information related to Timeshare Contracts and Points-based Contracts; keep these records for the period prescribed by the DTCM; and make them accessible to the competent DTCM employees;
4. subscribe to the electronic programme allocated by the DTCM for the Establishment;
5. provide Beneficiaries with accurate and complete information on Accommodation Units and their classification categories;
6. respond to all the complaints referred to it by the DTCM within the prescribed time frames;
7. not act as a broker between Beneficiaries and any entity which is not authorised by the DTCM to conduct the Activity;
8. comply with the security, public health and safety, and environmental requirements and standards approved by the competent entities in the Emirate;
9. perform its obligations under Timeshare Contracts and Points-based Contracts;
10. perform the required periodic maintenance of Accommodation Units, including replacement and renovation of furniture and interior and exterior fittings, in accordance with the criteria and standards adopted by the DTCM in this respect;
11. insure Accommodation Units under comprehensive insurance against all potential risks and damages, including natural risks. This insurance must be provided in accordance with the rules and requirements adopted pursuant to the relevant resolution issued by the Director General;
12. ensure that Accommodation Units are not used under Timeshare Schemes for a sufficient period every year for the purpose of conducting maintenance works, including replacement and renovation of furniture and interior and exterior fittings;
13. pay the charges and fees prescribed in respect of Accommodation Units located within the Jointly Owned Real Property regulated pursuant to the above-mentioned Law No. (6) of 2019;
14. not charge the Beneficiary any fees or other amounts that are not stipulated in the Timeshare Contract or Points-based Contract concluded with him;
15. provide the Accommodation Units with electricity, water, and internet services without charging Beneficiaries additional costs;

16. provide defect warranty that covers all defects that may preclude or diminish the use of Accommodation Units. Any agreement that provides for exemption from this warranty obligation will be null and void;
17. take the necessary action to register Timeshare Contracts in the Real Property Register;
18. register Timeshare Contracts and Points-based Contracts in the Establishment Register;
19. where the Accommodation Unit is located within Jointly Owned Real Property that is regulated pursuant to the above-mentioned Law No. (6) of 2019, comply with the Master Community Declaration to the extent that this compliance does not conflict with the requirements, conditions, and procedures prescribed for issuing and renewing Permits and Approvals pursuant to this Law and the resolutions issued in pursuance hereof; and
20. comply with any other obligations prescribed by the DTCM pursuant to the resolutions issued by the Director General in this respect.

Providing Services Article (13)

- a. An Establishment must enable Beneficiaries to enjoy a quiet and uninterrupted stay in the Accommodation Units and to use Common Facilities. In addition, the Establishment must provide Beneficiaries with the necessary services throughout their stay according to the service levels agreed upon under the Timeshare Contract or Points-based Contract, and the standards and requirements adopted by the DTCM in this respect.
- b. Where an Establishment does not have the technical resources required to provide Beneficiaries with the services referred to in paragraph (a) of this Article, it may contract with a company specialised in this field to provide these services.

Handing Over Accommodation Units Article (14)

- a. On the date specified in the Timeshare Contract, the Establishment must hand over the Accommodation Unit to the Beneficiary to use it during the Timeshare Interval specified in that contract. The Accommodation Unit must be handed over in a suitable condition that allows using it as intended for its prescribed purposes.
- b. The Accommodation Unit will be handed over to the Beneficiary, pursuant to paragraph (a) of this Article, free from any hindrances precluding the use thereof. The Beneficiary will have uninterrupted possession over the Accommodation Unit until the end of his Timeshare Interval.

- c. The Establishment must hand over the Accommodation Unit to the Beneficiary in accordance with the terms agreed upon in the Points-based Contract in a suitable condition that allows using it as intended and for its prescribed purposes.
- d. In handing over an Accommodation Unit to the Beneficiary in accordance with the provisions of this Article, the terms and conditions stipulated in the Timeshare Contract or the Points-based Contract will apply unless these terms and conditions are unfair to the Beneficiary and preclude him from using the Accommodation Unit.

Obligations of Beneficiaries **Article (15)**

A Beneficiary must:

1. comply with the terms of the Timeshare Contract and the Points-based Contract, and in particular:
 - a. pay the Establishment the financial consideration prescribed for using the Accommodation Unit, on the dates agreed upon in the contract;
 - b. maintain the Accommodation Unit in a good condition throughout the period allotted for using it; and
 - c. use the Accommodation Unit for its intended purpose;
2. surrender, at the end of the Timeshare Interval or the period specified in the Points-based Contract, the Accommodation Unit to the Establishment in the same condition in which the Beneficiary received it;
3. not make any improvements, or add any structures, to the Accommodation Unit without first obtaining the relevant approval from the Establishment;
4. not perform any act that may cause damage to the Accommodation Unit or impairment of its value, or that may limit its use in any way or manner whatsoever; and
5. comply with any other obligations determined by the DTCM pursuant to the resolutions issued by the Director General in this respect.

Chapter Four
Timeshare Contracts and Points-based Contracts

Conditions for Validity of Timeshare Contracts and Points-based Contracts
Article (16)

- a. To be deemed valid, a Timeshare Contract or a Points-based Contract must meet the following conditions:
1. It must be concluded in writing and signed by the Establishment. Upon signing the contract, a copy thereof must be delivered to the Beneficiary.
 2. It must specify the names and identification details of the parties thereto, the date and place of its execution, its term, the financial consideration for using the relevant Accommodation Unit, and the obligations of the parties.
 3. It must stipulate that the Beneficiary be entitled to withdraw from the contract within the period prescribed in Article (17) of this Law.
 4. The subject of the contract must be an Accommodation Unit approved and classified by the DTCM.
 5. In case of a Timeshare Contract, it must be registered in the Real Property Register upon the lapse of the withdrawal period prescribed in Article (17) of this Law.
 6. It must meet any other conditions determined pursuant to the relevant resolution issued by the Director General.
- b. Failure to meet any of the conditions prescribed in paragraph (a) of this Article will render the Timeshare Contract or the Points-based Contract null and void.

Right of Withdrawal
Article (17)

- a. A Beneficiary will be entitled to withdraw from a Timeshare Contract or a Points-based Contract, without giving any reason, within ten (10) days from the date of receiving the signed copy of the contract. Nevertheless, the parties may agree to a longer withdrawal period.
- b. The Beneficiary must notify the Establishment of his withdrawal from the Timeshare Contract or Points-based Contract by means of a written notice sent by registered mail or email to the Establishment's address set forth in the contract, or by any other means stipulated in the contract.

- c. The Beneficiary will not incur any charges or financial liabilities due to his withdrawal from the Timeshare Contract or Points-based Contract.

Right of Termination Article (18)

- a. A Beneficiary will be entitled to unilaterally terminate a Timeshare Contract or a Points-based Contract within one (1) year from the date of concluding the contract in any of the following cases:
1. where the Establishment has been conducting the Activity without a Permit or Approval from the DTCM at the time of concluding the contract;
 2. where the contract does not include the essential information prescribed by this Law and the resolutions issued in pursuance hereof;
 3. where the Establishment fails to deliver a signed copy of the contract to the Beneficiary;
 4. where the Establishment fails to register the Points-based Contract in the Establishment Register; or
 5. where the Establishment fails to take the necessary action to register the Timeshare Contract in the Real Property Register.
- b. The Beneficiary will receive compensation for the termination in the amount agreed upon by the parties. Where the parties fail to reach an agreement, the Beneficiary will be entitled to resort to the competent court to determine the amount of compensation.

Advance Payments Article (19)

The parties may agree that the Beneficiary pays certain amounts during the withdrawal period of the Timeshare Contract or Points-based Contract, in accordance with the conditions and requirements determined pursuant to the relevant resolution issued by the Director General.

No Prejudice to Beneficiary Rights Article (20)

Any agreement or provision, in a Timeshare Contract or a Points-based Contract, that would prejudice the Beneficiary's rights under this Law and the resolutions issued in pursuance hereof,

or that would exempt the Establishment from its obligations under the contract, will be null and void.

Chapter Five Timeshare Intervals

Registration of Rights Article (21)

Where the subject of a Timeshare Contract is Real Property, the rights arising from the contract and all other rights in the Timeshare Interval pertaining to the relevant Accommodation Unit will be registered in the Real Property Register upon the lapse of the withdrawal period stipulated in article (17) of this Law. Any disposition transferring or restricting the ownership of a Timeshare Interval will be null and void unless it is registered in the Real Property Register.

Limiting the Use of Accommodation Units Article (22)

- a. An Establishment may not disturb the Beneficiary's enjoyment of the Accommodation Unit in any manner that limits the use of the same during his Timeshare Interval, and may not make any change to the Accommodation Unit that may preclude the Beneficiary from using it or prejudice the use of the same for its intended purposes.
- b. The above obligation of the Establishment is not limited to its own acts and the acts of its subordinates. This obligation extends to include any disturbance or damage caused by any person who receives any right related to the Accommodation Unit from the Establishment.
- c. Where the disturbance of enjoyment referred to in paragraph (a) of this Article results in preventing the Beneficiary from using the Accommodation Unit during his Timeshare Interval in accordance with the Timeshare Contract, the Beneficiary may apply to the competent court for termination of the Timeshare Contract or reduction of the financial consideration for the Timeshare Interval, and for compensation for any damage sustained by him. The Establishment will have recourse against the person responsible for that damage.
- d. Any agreement providing for the mitigation of, or exemption from, the non-disturbance obligation stipulated in this Article will be null and void where the Establishment has fraudulently concealed the grounds for that obligation.

Carrying Over Timeshare Intervals Article (23)

- a. A Beneficiary may, at least forty-five (45) days prior to the date scheduled for commencement of his Timeshare Interval, request the Establishment to carry over that Timeshare Interval for up to two (2) years.
- b. A Beneficiary who fails to exercise his right under paragraph (a) of this Article within the time frame stipulated therein, or fails to pay the financial consideration prescribed in the Timeshare Contract, will forfeit his right to carry over his Timeshare Interval.

Assigning Timeshare Intervals Article (24)

- a. A Beneficiary may assign, in part or in whole, his Timeshare Interval to third parties, provided that he notifies the Establishment in writing of the assignment prior to the date scheduled for commencement of that Timeshare Interval as agreed upon in the Timeshare Contract.
- b. The Establishment will have the right to hold the Beneficiary and the assignee jointly liable for any breach of the Timeshare Contract and for any damage that may be caused to the Accommodation Unit during the assignment period.

Transferring Beneficiary Rights Article (25)

- a. The rights of a Beneficiary under a Timeshare Contract will be transferred to any person to whom the Beneficiary assigns these rights during his lifetime, whether with or without consideration, provided that the Beneficiary notifies the Establishment of this assignment in writing. These rights of the Beneficiary will be transferred to his heirs after his death unless they request the termination of the Timeshare Contract.
- b. Where the rights of a Beneficiary are transferred as stipulated in paragraph (a) of this Article, the Establishment must register the transferred rights in the Real Property Register.

Timeshare Interval Exchange Programmes Article (26)

- a. Timeshare Intervals will be exchanged among the Beneficiaries subscribed to Exchange Programmes through specialised corporations and companies. Timeshare Intervals will be exchanged for other Timeshare Intervals, which fall within the same periods or any other

periods, whether pertaining to the same Accommodation Unit or other similar Accommodation Units within or outside of the Emirate.

- b. A Beneficiary subscribed to an Exchange Programme will be entitled to exchange his Timeshare Interval with any other Beneficiary subject to notifying the Establishment of the same prior to the date of commencement of the Timeshare Interval assigned to him under the Timeshare Contract.
- c. Upon payment by the Beneficiary of all financial obligations owed in respect of the exchange, the Establishment must complete the exchange process.

Chapter Six Final Provisions

Competent Court Article (27)

The Dubai Courts and the Dubai International Financial Centre Courts will have the jurisdiction to hear and determine all disputes related to Timeshare Contracts or Points-based Contracts concluded in respect of the Accommodation Units that are within their respective jurisdictions.

Fees Article (28)

In return for issuing Permits and Approvals, and providing services under this Law and the resolutions issued in pursuance hereof, the DTCM will collect the fees prescribed by the relevant resolution of the Chairman of the Executive Council.

Tourism Dirham Fee Article (29)

The provisions of the above-mentioned Executive Council Resolution No. (2) of 2014 will apply to Establishments and Beneficiaries.

Penalties and Administrative Measures Article (30)

- a. Without prejudice to any stricter penalty stipulated in any other legislation, a person who violates the provisions of this Law and the resolutions issued in pursuance hereof will be punished by a fine of not less than one hundred dirhams (AED 100.00). Upon repetition of

the same violation within one (1) year from the date of the previous violation, the amount of the fine will be doubled. A fine must not exceed one million dirhams (AED 1,000,000.00).

- b. The Chairman of the Executive Council will determine, pursuant to a resolution issued by him in this regard, the prohibited acts and the fines to be imposed on the perpetrators of these acts.
- c. In addition to the penalty of a fine referred to in paragraph (a) of this Article, the DTCM may take any the following measures against a violator:
 - 1. suspending the Activity of the Establishment for a period not exceeding six (6) months; or
 - 2. revoking the Permit or Approval, as the case may be.
- d. Upon the request of an Establishment whose Permit or Approval is revoked, the DTCM may issue a new Permit or Approval to that Establishment one (1) year after the date of revocation of the original Permit or Approval. The new Permit or Approval will be issued in accordance with the procedures and rules stipulated under the relevant resolution issued by the Director General.

Law Enforcement Article (31)

The DTCM employees nominated pursuant to a resolution of the Director General will have the capacity of law enforcement officers to record the acts committed in breach of the provisions of this Law and the resolutions issued in pursuance hereof. For this purpose, they may inspect any Establishment, or its Accommodation Units and facilities; access any records or documents in the possession of the Establishment; and issue the necessary violation reports in this respect.

Grievances Article (32)

Any affected party may submit to the Director General a written grievance against any decision, procedure, or measure taken against him in accordance with this Law and the resolutions issued in pursuance hereof, within thirty (30) days from the date of being notified of the contested decision, procedure, or measure. The grievance will be determined, within thirty (30) days of its submission, by a committee formed by the Director General for this purpose; and the decision issued by the committee on the grievance will be final.

Seeking Assistance from Government Entities
Article (33)

For the purposes of performing the duties and functions assigned to it under this Law and the resolutions issued in pursuance hereof, the DTCM may seek assistance from Government entities in the Emirate, including police personnel. Upon request, these entities must provide support and assistance to the DTCM as soon as practicable.

Liability of the DTCM
Article (34)

The DTCM will not be liable to third parties for any damage they may sustain as a result of entering into contracts with Establishments.

Compliance
Article (35)

All individuals, entities, and Establishments engaged in operating Timeshare Schemes in the Emirate by the effective date of this Law must comply with its provisions within six (6) months from that effective date. The Director General may, where necessary, extend this grace period for the same period.

Validity of Previously Concluded Contracts
Article (36)

- a. The provisions of this Law will apply without prejudice to the Timeshare Contracts and Points-based Contracts concluded before its effective date whether or not the Accommodation Units in respect of which these contracts are concluded are located within Hotel Establishments. These contracts will continue to be valid until their expiry or until the termination thereof by either party or pursuant to a court judgment.
- b. The relationship between the parties to the contracts referred to in paragraph (a) of this Article will be regulated pursuant to the provisions of these contracts. The provisions of this Law and the resolutions issued in pursuance hereof will apply to all matters on which these contracts are silent.
- c. The DTCM will be responsible for supervising the implementation of the contracts referred to in paragraph (a) of this Article to the extent permitted by the provisions of these contracts.
- d. The parties to the contracts referred to in paragraph (a) of this Article will be governed by the provisions stipulated in this Law and the resolutions issued in pursuance hereof in relation

to the registration of contracts, Permits to conduct the Activity, obligations of Establishments and Beneficiaries, and collection of the Tourism Dirham Fee.

**Issuing Implementing Resolutions
Article (37)**

With the exception of the resolutions which the Chairman of the Executive Council is authorised to issue under this Law, the Director General will issue the resolutions required for implementing the provisions of this Law.

**Repeals
Article (38)**

Any provision in any other legislation will be repealed to the extent that it contradicts the provisions of this Law.

**Publication and Commencement
Article (39)**

This Law will be published in the Official Gazette and will come into force three (6) months after the date of its publication.

**Mohammed bin Rashid Al Maktoum
Ruler of Dubai**

Issued in Dubai on 24 November 2020
Corresponding to 9 Rabi al-Thani 1442 A.H.