Administrative Resolution No. (74) of 2023
Issuing the Implementing Bylaw of Law No. (14) of 2020
Concerning Timeshare Schemes in the Emirate of Dubai[1]

The Director General of the Department of Economy and Tourism,

After perusal of:

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

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

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

Law No. (5) of 2021 Concerning the Dubai International Financial Centre;

Law No. (20) of 2021 Establishing the Department of Economy and Tourism 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;

Executive Council Resolution No. (6) of 2023 Approving the Fees and Fines Prescribed for Timeshare Schemes in the Emirate of Dubai; and

Administrative Resolution No. (1) of 2018 Concerning the Application of Hotel Establishment Classification Criteria in the Emirate of Dubai,

Does hereby issue this Resolution.

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[1] *Every 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.*

Definitions
Article (1)

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

UAE:	The United Arab Emirates.
Emirate:	The Emirate of Dubai.
DET:	The Department of Economy and Tourism.
Law:	Law No. (14) of 2020 Concerning Timeshare Schemes in the Emirate of Dubai.
Director General:	The director general of the DET.
Accommodation Unit:	Any unit classified by the DET 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 DET.
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 DET 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: 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 DET authorising an Establishment to conduct the Activity.
Approval:	A document issued by the DET 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.
Real Property Register:	This includes the register regulated pursuant to the above-mentioned Law No. (7) of 2006, and the Real Property register of the Dubai International Financial Centre, as the case may be.
Activity Register:	A register maintained by the DET for registering the persons conducting the Activity; the Accommodation Units; and the Establishments authorised to market, publicise, and advertise Timeshare Schemes in the Emirate.
Establishment Register:	A register maintained by an Establishment to register the Timeshare Contracts and Points-based Contracts concluded between the Establishment and Beneficiaries.
Electronic Portal:	The electronic platform hosted by the DET, or by any other entity approved by the DET, through which applications for Permits and Approvals, and any other services stated in this Resolution, are received.

Permit Issuance Requirements and Procedures
Article (2)

A Permit will be issued subject to the following requirements and procedures:

1. A Permit application will be submitted, through the Electronic Portal, on the form prescribed by the DET for this purpose, supported by the following documents:
    a. a copy of the passport or Emirates Identity Card of the applicant or his legal representative;
    b. a copy of the commercial licence issued by the concerned commercial licensing authority to the Establishment that will conduct the Activity; and
    c. audited financial data or financial statements for the last three (3) years, indicating the total assets and net profits of the Permit applicant.
2. A Permit applicant must have at least three (3) years' experience in any of the following fields:
    a. Timeshare business or management;

b. Hotel Establishment operation or management; or

c. investment in Hotel Establishments or Timeshare Schemes.

3. The DET will consider the Permit application, and verify that it meets all relevant requirements and is accompanied by all required documents. For this purpose, the DET may conduct field visits and request any additional documents, information, or data it deems necessary.

4. Where the Permit application meets all prescribed conditions and requirements, and upon payment by the applicant of the prescribed fees, the DET will issue the Permit and register the Establishment in the Activity Register.

5. Where the Permit application is rejected, the DET will notify the applicant of the reasons for rejection. The Permit applicant may submit another application to the DET after redressing the causes of rejection.

Establishing Branches of Establishments
Article (3)

An Establishment may, pursuant to an authorisation by the DET, establish a branch in the Emirate. The authorisation will be issued in accordance with the requirements and procedures stipulated in Article (2) hereof.

Requirements and Procedures for Issuing Approvals
Article (4)

An Approval will be issued subject to the following requirements and procedures:

1. An Approval application will be submitted, through the Electronic Portal, on the form prescribed by the DET for this purpose, supported by the following documents:

   a. the form approved by the DET for the type of the Building housing the Accommodation Unit. The form must include:

      I. the details of the owner of the Building or Hotel Establishment housing the Accommodation Unit;

      II. the details of the Building or Hotel Establishment housing the Accommodation Unit;

      III. the details of the Accommodation Unit;

IV. the number of intervals during which the Accommodation Unit is to be used for conducting the Activity in a year. Each interval may not be less than a week;

V. the period during which the Accommodation Unit is intended to be used for conducting the Activity;

VI. the scope of the Beneficiaries' use of the Accommodation Unit under the Timeshare Contract or Points-based Contract;

VII. a declaration that the owner of the Building or Hotel Establishment consents to the use of the Accommodation Unit for conducting the Activity and to the registration of the rights to utilise the Timeshare Intervals pertaining to that Accommodation Unit in the Real Property Register; and that the owner does not object to the concerned government entities creating an entry in the registry of the title deed of the Real Property or Hotel Establishment to denote that it houses Accommodation Units designated for the Activity; and

VIII. a declaration that the Accommodation Unit is free from any defects and is not subject to any right, legal claim, or mortgage that may affect its use by the Beneficiary; and an undertaking that any such defect, right, legal claim, or mortgage will be addressed and settled prior to concluding the Timeshare Contract or Points-based Contract;

b. a copy of the title deed of the Real Property housing the Accommodation Unit;

c. a copy of the passport or Emirates Identity Card of the owner of the Building or the authorised representative of the Hotel Establishment housing the Accommodation Unit; and

d. a copy of the commercial licence of the Hotel Establishment housing the Accommodation Unit.

2. The Hotel Establishment housing the Accommodation Unit must have a valid licence from the DET.

3. The term of the Timeshare Contracts or Points-based Contracts concluded with the Beneficiaries must not extend beyond the term of the contracts concluded between the Establishment and the Hotel Establishment.

4. Copies of any Timeshare Contracts or Points-based Contracts concluded between the Beneficiaries and the Establishment prior to the effective date of the Law must be submitted.

5. A copy of the insurance policy of the Accommodation Unit must be submitted, in accordance with the requirements and rules prescribed by Article (5) of this Resolution.

6. The DET will consider the Approval application and verify that it meets all relevant requirements and is accompanied by all required documents. The DET may, for this purpose, conduct field visits; request any additional documents, data, or information it deems necessary; and request the immediate remedy of any defects or deficiencies discovered in the Accommodation Unit.

7. Upon approving the Approval application and collecting the prescribed fees, the DET will record the Accommodation Unit in the Activity Register and notify the Land Department or the Dubai International Financial Centre, as the case may be, of the details of this unit in order to register the right to utilise the Timeshare Intervals of the Accommodation Unit in the Real Property Register as per the Timeshare Contract, and to create an entry on registry of the title deed of the Real Property or the Hotel Establishment to denote that it houses an Accommodation Unit used for conducting the Activity.

8. Where the Approval application is rejected, the DET will notify the applicant of the reasons for rejection. The applicant may submit to the DET another application for Approval after redressing the causes of rejection.

Insurance on Accommodation Units
Article (5)

a. An Establishment must submit an insurance policy in respect of each Accommodation Unit in accordance with the following requirements and rules:

    1. The insurance policy must be issued by an insurance company licensed to operate in the UAE.

    2. The Accommodation Unit must be insured under a comprehensive insurance policy covering all damage and risks that may affect the unit or the Beneficiaries occupying it.

    3. The insurance policy must be valid throughout the term of the Approval issued in respect of the Accommodation Unit, and must be presented to the DET upon request.

b. The submission of an insurance policy in respect of the Accommodation Unit under paragraph (a) of this Article will not be required in case the unit is housed within a Hotel Establishment that is insured under a comprehensive insurance policy.

Procedures for Issuing Marketing, Publicity, and Advertising Authorisations
Article (6)

The following procedures will apply when issuing a marketing, publicity, or advertising authorisation for any Points or Timeshare Intervals pertaining to an Accommodation Unit:

1. An authorisation application will be submitted, through the Electronic Portal, on the form prescribed by the DET for this purpose, supported by the following documents:

    a. a copy of the Permit;

    b. a copy of the commercial licence of the establishment that will market, publicise, or advertise the Points or Timeshare Intervals pertaining to the Accommodation Unit;

    c. a copy of the valid passport or Emirates Identity Card of the owner or manager, or his legal representative, of the establishment that will market, publicise, or advertise the Points or Timeshare Intervals pertaining to the Accommodation Unit; and

    d. a copy of the contract concluded between the Establishment and the establishment that will market, publicise, or advertise the Points or Timeshare Intervals pertaining to the Accommodation Unit.

2. The DET will consider the application, and verify that it meets all the prescribed conditions and requirements, and is accompanied by all required documents. For this purpose, the DET may request any additional documents, information, or data it deems necessary for determining the application.

3. Where the authorisation application is approved by the DET, and upon payment by the applicant of the prescribed fees, the DET will issue the authorisation and record the same in the Activity Register.

4. Where the authorisation application is rejected by the DET, the DET will notify the applicant of the reasons for rejection. An authorisation applicant whose application is rejected may submit another application to the DET after addressing the reasons for rejection.

Marketing, Publicity, and Advertising Conditions and Rules
Article (7)

An establishment that is authorised by the DET to market, publicise, or advertise Points or Timeshare Intervals pertaining to Accommodation Units must comply with the following conditions and rules:

1. an Approval to use the Accommodation Units for conducting the Activity must be obtained; and these units must be classified as per the relevant requirements approved by the DET;

2. the marketing, publicity, and advertising must be undertaken by an establishment authorised to conduct these activities in the Emirate in accordance with the relevant legislation in force;

3. the marketing, publicity, or advertising material must provide a detailed and accurate description of the Accommodation Units and of the method of using the Points or Timeshare Intervals pertaining to these units under Points or Time Share Intervals systems;

4. the Accommodation Units must not be marketed, publicised, or advertised as investment products;

5. the advertising or marketing material must clearly state the total financial consideration required for the use of the Accommodation Unit and the method of payment of the same. This includes any payable fees and taxes, or any additional financial costs; their payment method; and any annual increase of the financial consideration;

6. the advertising material must clearly state that the Beneficiary has the right to withdraw from the Timeshare Contract or Points-based Contract, without providing any reason, within ten (10) days from the date of receiving a signed copy of the contract, unless the parties agree to a longer withdrawal period; and that the Beneficiary will not incur any liabilities or expenses as a result of that withdrawal; and

7. the advertising or marketing material must be credible and transparent; and must not contain incorrect or misleading information in respect of the Accommodation Units or their use.

Validity of Permits and Approvals
Article (8)

a. A Permit or Approval will be valid for a term of one (1) year, renewable for the same period subject to the same conditions and procedures prescribed for its initial issuance. The application for Permit or Approval renewal must be submitted to the DET at least thirty (30) days prior to the date of its expiry.

b. Notwithstanding the provisions of paragraph (a) of this Article, the DET may, at the request of the Establishment, issue the Permit or Approval for a term of more than one (1) year, and up to four (4) years, provided that the Establishment pays the fees prescribed for the whole term of the Permit or Approval.

Classification of Accommodation Units
Article (9)

a. Accommodation Units will be classified in accordance with the standards applicable to the classification of Hotel Establishments in the Emirate as prescribed by the relevant legislation.

b. For an Accommodation Unit to be used under a Timeshare Scheme, it must be housed within a Hotel Establishment that is classified as a five-star or four-star hotel or resort; or classified as a luxury or deluxe hotel apartment.

c. The classification standards stipulated in paragraph (a) of this Article do not apply to the Accommodation Units in respect of which Timeshare Contracts and Points-based Contracts have been concluded prior to the effective date of the Law. The DET may apply the relevant classification standards it deems necessary to these Accommodation Units.

Suspension and Cessation of the Activity
Article (10)

a. Without prejudice to the relevant functions of competent entities in the Emirate, an Establishment must not suspend or cease the Activity without first obtaining the relevant approval of the DET. This approval will be issued where no valid contracts in respect of the Accommodation Unit are in place.

b. An Establishment wishing to suspend or cease the Activity must submit, through the Electronic Portal, the relevant application to the DET on the form it prescribes for this

purpose, supported by the necessary documents, including a proof that no valid contracts or reservations in respect of Accommodation Units are in place.

Revocation of Permits or Approvals
Article (11)

The DET may suspend the Activity of an Establishment for a period not exceeding six (6) months, or revoke a Permit or Approval, in any of the following cases:

1. Where any of the provisions of the Law or the resolutions issued in pursuance thereof are violated;
2. where the Permit or Approval is not renewed within the time limits and in accordance with the procedures prescribed by this Resolution;
3. where the Accommodation Unit ceases to meet the Approval requirements or classification standards;
4. where the Accommodation Unit becomes out of order and unusable as per the reservations made under contracts with the Beneficiaries;
5. where the Accommodation Unit is used for other than its intended purpose;
6. where the Accommodation Unit is used for illegitimate purposes or for purposes that conflict with public order or public morals;
7. where the Accommodation Unit becomes the subject of enforcement of a court judgement;
8. where the Establishment engages in any activities that may compromise the reputation of the Emirate or the UAE;
9. where the Establishment fails to meet any of its obligations towards Beneficiaries, or mistreats them, despite being notified by the DET to address that failure;
10. in case of obstruction of the work of the competent DET employees while inspecting Accommodation Units; or denying them access to the relevant documents and records; and/ or
11. in any other cases determined in accordance with the exigencies of public interest.

Permit or Approval Revocation Procedures
Article (12)

a. Prior to suspending or ceasing the Activity of an Establishment or revoking its Permit or Approval, the DET must apply the following procedures:

   1. The DET will notify the Establishment of the violation that warrants the suspension or cessation of Activity, or revocation of the Permit or Approval; and will grant the Establishment an appropriate grace period to redress or remedy the violation;

   2. After the lapse of the grace period prescribed by the DET for redressing the violation, the DET will conduct a field inspection of the Establishment or the Accommodation Unit. Based on the inspection findings, the DET may decide not to suspend or cease the Establishment's Activity or revoke the Permit or Approval if the violation is remedied; or proceed with taking any of these measures in case of failure to remedy the violation.

   3. An Establishment whose Activity is suspended or ceased, or whose Permit or Approval is revoked, must inform the DET in case of the occupancy of any Accommodation Unit by a Beneficiary or existence of any valid contracts or reservations in respect of that unit. In this case, the Establishment must implement the instructions issued by the DET in respect of these occupancies or reservations, in a manner that preserves the rights of Beneficiaries.

b. The procedures stipulated in paragraph (a) of this Article do not apply where the public interest requires the immediate suspension or cessation of the Establishment's business or revocation of its Permit or Approval.

Re-issuance of Permits or Approvals
Article (13)

Where the Permit or Approval of an Establishment is revoked pursuant to this Resolution, the Establishment may apply to the DET for re-issuing the Permit or Approval after the lapse of one (1) year from the date of revocation. The Permit or Approval will be re-issued subject to the same conditions and procedures prescribed for initial issuance of Permits or Approvals.

Obligations of Establishments
Article (14)

In addition to the obligations prescribed by the Law, an Establishment must:

1. appoint a manager to manage the Establishment. The manager must:

    a. have full legal capacity; and

    b. have no less than three (3) years of work experience in the field of Timeshare or operation and management of Hotel Establishments.

2. specify the financial consideration for using the Accommodation Units, including any fees, taxes, and additional costs. The consideration must be clearly stated in the contract concluded with the Beneficiary or in the advertising or marketing material of the Accommodation Unit;

3. ensure that any additional costs for using an Accommodation Unit does not exceed ten percent (10%) of the total financial consideration prescribed for using that unit. These additional costs may be increased once every three (3) years but may not exceed fifteen percent (15%) of the financial consideration;

4. issue an internal bylaw regulating all matters related to the management and utilisation of the Accommodation Units used for conducting the Activity;

5. maintain a register that contains all information, documents, and records pertaining to the conduct of the Activity;

6. provide the DET, through the Electronic Portal, with the information, documents, and statistics it requires; and fully cooperate with the employees of the DET and enable them to access all the contracts and records pertaining to the conduct of the Activity;

7. observe integrity, professionalism, courtesy, and tactfulness in dealing with the Beneficiaries;

8. designate a twenty-four-seven contact number to provide support to the Beneficiaries and enable them to report emergencies;

9. develop, in accordance with the provisions of this Resolution, a policy for dealing with complaints raised by Beneficiaries against the Establishment; and display that policy in a prominent place for easy access by the Beneficiaries;

10. investigate the complaints raised by Beneficiaries against the Establishment; take the necessary action concerning these complaints, and document all relevant information and procedures, including:

    a. date and time of receiving the complaint;

    b. particulars and contact details of the complainant;

    c. details of the complaint; and

    d. measures taken in respect of the complaint, and date and time of implementing these measures.

11. not disclose the Beneficiaries' information to any party, except to a concerned government entity or competent judicial entity;

12. provide the DET, within the time frames it prescribes, with periodic reports on the Points-based Contracts and Timeshare Contracts recorded in the Establishment Register; and

13. comply with the resolutions and instructions issued by the DET.

Obligations of Beneficiaries
Article (15)

In addition to the obligations prescribed by the Law, a Beneficiary must:

1. notify the Establishment of any change to his contact details; and

2. comply with the instructions concerning the quiet and peaceful enjoyment of Accommodation Units and use of common facilities of the Hotel Establishment.

Conditions and Content of Timeshare Contracts,
Points-based Contracts, and Other Relevant Contracts
Article (16)

Timeshare Contracts, Points-based Contracts, Exchange Programme contracts, and sale contracts of Accommodation Units must contain the basic conditions and information prescribed by the DET for each type of these contracts, as published on the DET website.

Advance Payments
Article (17)

a. The parties may agree that the Beneficiary makes an advance payment during the withdrawal period of a Timeshare Contract or Points-based Contract, subject to the following conditions and requirements:

    1. The advance payment must not exceed ten percent (10%) of the total financial consideration for using the Accommodation Unit.

    2. The Establishment must refund the advance payment in full to the Beneficiary if he withdraws from the Timeshare Contract or Points-based Contract within the prescribed withdrawal period.

b. The advance payment will be refunded to the Beneficiary after the lapse of the withdrawal period only in the following cases:

    1. where the Beneficiary is precluded from using the Accommodation Unit due to reasons attributable to the Establishment; or

    2. where the specifications of the Accommodation Unit subject of the contract deviate from the specifications agreed upon by the parties.

Registration of Timeshare Contracts in the Real Property Register
Article (18)

An Establishment must submit an application, through the Electronic Portal, for registration of the Timeshare Contract in the Real Property Register and issuance of a contract registration certificate in the name of the Beneficiary. The application must be submitted after the lapse of the stipulated withdrawal period on the form prescribed for this purpose by the Land Department or the Dubai International Financial Centre, as the case may be. The application must be accompanied by a written declaration by the Establishment that the Timeshare Contract meets all the requirements prescribed by the Law, this Resolution, and the resolution issued in pursuance thereof.

Establishment Register
Article (19)

a. An Establishment must maintain an internal Activity register in which the following information and documents are entered:

1. the Permits, together with all relevant documents;

2. the Approvals, together with all relevant documents;

3. the advertising, publicity, and marketing authorisations, together with all relevant documents;

4. the Timeshare Contracts, together with the documents proving their registration in the Real Property Register and the certificates of registration issued by the Land Department or the Dubai International Financial Centre, as the case may be;

5. the Points-based Contracts;

6. the Exchange Programme contracts, if any;

7. the sale contracts of the Accommodation Units of the Establishment, if any, attested by the competent entities;

8. copies of the valid passports or Emirates Identity Cards of the Beneficiaries, together with their personal details, including the name, nationality, address, and contact details within or outside of the UAE;

9. the details of Accommodation Units and names of the Hotel Establishment housing these units;

10. the documents related to any complaints filed with the Establishment by Beneficiaries, the actions taken to address and resolve these complaints, and the documents related to the disputes arising from contracts, whether or not they have been referred to the competent courts or concerned entities in the Emirate;

11. the documents proving that the Establishment has carried out the necessary regular maintenance works of Accommodation Units, including the replacement and refurbishment of furniture and interior and exterior fittings;

12. a valid insurance policy for each Accommodation Unit, except those housed within Hotel Establishments that are covered by comprehensive insurance policies; and

13. any other data or documents requested by the DET in relation to the Timeshare activity and the Accommodation Units used for conducting the Activity.

b. A Points-based Contract must be recorded in the Establishment Register together with a written declaration by the Establishment confirming that the Points-based Contract meets all the requirements prescribed by the Law, this Resolution, and the resolutions issued in pursuance thereof. The Establishment must issue a certificate stating that the

Points-based Contract has already been registered in the Establishment Register under the name of the Beneficiary.

Transfer of Ownership of Accommodation Units
Article (20)

a. Transferring the ownership of an Accommodation Unit to a new owner must not affect the contracts concluded with the Establishment in respect of this unit, or the right of Beneficiaries under these contracts.

b. Where the ownership of an Accommodation Unit is transferred to a new owner, the Establishment must:

    1. update all the details of the Accommodation Unit and send a written notification of the same, together with an updated copy of the contract, to the Beneficiary; and

    2. make the necessary updates to the Real Property Register maintained by the Land Department or the Dubai International Financial Centre, as the case may be.

Transfer of Beneficiary Rights
Article (21)

a. The rights of a Beneficiary under a Timeshare Contract or Points-based 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 devolve to his universal successors upon his death unless the successors request the termination of the Timeshare Contract or Points-based Contract.

b. Where the rights of a Beneficiary under a Timeshare Contract are transferred pursuant to paragraph (a) of this Article, the Establishment must register these rights in the Real Property Register. Where the rights of a Beneficiary under a Points-based Contract are transferred pursuant to paragraph (a) of this Article, the Establishment must register these rights in the Establishment Register.

Complaints
Article (22)

a. Complaints against the persons conducting the Activity; the establishments authorised to undertake the marketing, publicity, and advertisement of Timeshare Schemes; the Beneficiaries; or other parties involved with Timeshare Schemes will be filed with the

DET where they violate the provisions of the Law, this Resolution, or the resolutions issued in pursuance thereof; or act in breach of a Timeshare Contract or Points-based Contract. Complaints pertaining to the Real Property Register, or to real estate brokers, will be filed with the Land Department or the Dubai International Financial Centre, as the case may be, to determine the same in accordance with the procedures adopted by it in this regard.

b. Complaints will be filed through the Electronic Portal. A complaint must state all related facts and must include all supporting documents.

c. The DET will notify the relevant Establishment of the complaint and request it to respond to the complaint within seven (7) days from the date of notification.

d. The DET will consider and determine complaints. For this purpose, the DET may meet with the parties to the complaint to hear their statements; and seek to reach amicable resolution and settlement of the filed complaint.

e. Where either party to the complaint does not accept the amicable settlement proposed by the DET, the complaint will be closed and the complainant will be notified of his right to take recourse to the competent judicial entities in the Emirate. Closing a complaint will not preclude taking the appropriate action against any person proved to have violated the legislation applicable to Timeshare Schemes.

Tourism Dirham Fee
Article (23)

a. A Tourism Dirham Fee will be collected from Beneficiaries for each night of occupancy of an Accommodation Unit, starting from the check-in date until the check-out date, and for a maximum of thirty (30) consecutive nights from the check-in date. This fee will be calculated based on the classification category of the Accommodation Unit, in accordance with the above-mentioned Executive Council Resolutions No. (2) of 2014 and the resolutions issued in pursuance thereof.

b. An Establishment must record the check-in and check-out dates, and all other necessary details pertaining to Accommodation Units, in the electronic system of the Tourism Dirham Fee, in accordance with the above-mentioned Executive Council Resolutions No. (2) of 2014.

Repeals
Article (24)

Any provision in any other administrative resolution is hereby repealed to the extent that it contradicts the provisions of this Resolution.

Publication and Commencement
Article (25)

This Resolution will be published in the Official Gazette and will come into force on the day on which it is published.

Helal Saeed Al Marri

Director General

Department of Economy and Tourism

Issued in Dubai on 31 August 2023

Corresponding to 15 Safar 1445 A.H.