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KEY WORD: REAL ESTATE / TIME SHARING / CONTRACT / RIGHT

PARADEE PENCHAROEN : REAL ESTATE TIME SHARING CONTRACT : A CASE
STUDY OF RIGHT TO USE. THESIS ADVISOR : ASSO. PROF. SAMRIENG
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The purpose of this research is to study about the Definition, scope and form of Real Estate Time-Sharing Contract affecting to public policy.

This research shows that "the Right to Use" of Real Estate Time-Sharing Contract is the reciprocal contract designating the privity between the Developer and the Consumer. Under this contract, the Consumer has an authority to occupy the unit exactly the amount of time such as one week a year through 20-30 years. Until now, there is no legal protection for this contract. Generally, the Consumer cannot be protected by legal purpose because the Developer is the only party assigning Time-Sharing arrangement. According to the Characteristic of Timeshare Industry, the Developer must disclose any information which is important and necessary to the Consumer prior to making contract. However the Consumer cannot be protected effectively by the provisions of the Civil and Commercial Code. Nonetheless, the Consumer Protection Act B.E.2522, Section 22, paragraph 2 (5) can be applied to the Timeshare Industry until the Time-Sharing Act will be enacted. By this case, the Advertising Committee has an authority to issue some regulations to enforced with the Developer. In the aspect of Consumer's money protection, the Consumer cannot be protected by the Emergency Decree on Loans of Moneys Amounting to Public Cheating and Fraud B.E.2527, Therefore the Developer can take some benefits by using the loopholes in the laws to distort an actual objective such as sale promotion which many people mislead. There can be affected to public policy.

This research suggests the Government should has an idea to impose an appropriate legislation and organization to control Timeshare Industry.