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Time-Sharing Contract under Jordanian Legislation

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Abstract:

This research aimed to examine the prevalence of time-sharing contracts, which have experienced significant growth both locally and globally in recent times. The study aimed to evaluate the effectiveness of Jordanian legislation in addressing the legal aspects of this contract and ensuring adequate protection for contractors, particularly in the context of its widespread adoption in the tourism sector.

- *The study yielded several key findings, among which the following are particularly significant:*
- *Various terms are used to refer to the time-sharing contract, indicating a lack of standardized terminology in the field.*
- *The ownership of shares within the time-sharing contract falls under a distinctive category of contracts known as composite compliance contracts, which involve multiple elements and considerations.*

The study also provided several recommendations, including:

- *It is recommended that the Jordanian legislator establish specific legislation to regulate time-sharing contracts,*
- *The existing general rules in the Jordanian Civil Code are inadequate to effectively govern this contract, which has emerged due to practical circumstances.*

There should be a clear determination of the appropriate court to manage disputes arising between investors and beneficiaries involved in time-sharing contracts. This will ensure a streamlined and efficient resolution process.

Keywords: *Lease contract, sales contract, residential units, timeshare, usufructuary*

1. Introduction

Due to the immense importance of the time-sharing contract and considering the desire of individuals to spend their vacations in villages and tourist and therapeutic resorts or major cities, many found that they were unable to buy housing units in them, either because of their economic conditions or because of inflation and high real estate prices. Also, many who can buy have no point in buying a housing unit that is used only for short vacation periods each year.

The issue of time-sharing is also of great importance due to the presence of many tourism companies that require different marketing methods, including time-sharing, which is a contract between the tourist facility and the beneficiary (customer) whose subject is to sell the benefit of the housing unit for a limited period per year, which may be a week, two weeks, or three at most, and this period lasts for several years.

There is no doubt that the time-sharing contract regulates hotel occupancy in hotel establishments, villages, and tourist resorts. This is because it does not apply to ordinary residential units, as the time-sharing contract has not been regulated by the Jordanian legislator in terms of indicating its characteristics and nature. Therefore, there is a dispute about the quality of the contract and, accordingly, determine the provisions that will be applied to it, but we have the right to ask: What is the legal nature of a time-sharing contract? Some things must be organized to achieve the protection of the beneficiary (the customer) and preserve his rights, such as the conditions that must be met in the unit subject to the contract in terms of equipment and furniture, as well as the items that must be specified in the contract, such as the period, determining the beneficiary, etc. within the terms of the contract, especially since the contract is *pacta sunt servanda*.

2. Importance of the Study

The importance of the study lies in the topic discussed in the time division contract:

- Statement on the legal nature of the time-splitting contract.
- A statement of the legal means to protect the beneficiary in the time-splitting contract.
- A statement of the difficulties facing the application of the time division contract and legal solutions to them.

- A statement of the legal nature of how to apply the ownership of shares in the time-splitting contract.

3. Objectives of the Study

The objectives of the study are:

- To determine the nature of the time-sharing contract,
- To take note of its details,
- To clarify its legal aspects,
- To determine the legal adaptation for it to consolidate this contract by the general rules of the Jordanian Civil Code,
- To provide legal protection for the beneficiary (beneficiary) of the time-sharing contract, which is marred by legal ambiguity.
- To explain the difficulties facing the time-sharing contract,
- To mention the appropriate solutions for this contract and
- To mention the advantages and facilities that made many accept such contracts.
- To determine the legal nature of owning shares by the time-sharing system.

4. Study Problem

Based on what has been presented, the problem of the study revolves around answering the following fundamental question: What is the adequacy of the various laws in the Jordanian legislation to cover the legal aspects of the time division contract and their ability to protect contractors in light of the spread of this contract in the tourism sector?

The following questions arose from this question:

- What is the legal adaptation and legal nature of a time-splitting contract?
- Did Jordanian legislation provide legal protection to the beneficiary party under the time-splitting contract?
- What are the difficulties facing the application of the time-splitting contract and workable solutions to those difficulties?

5. Study Outline

To be able to give the correct legal formal study and to be able to answer its problems and questions, its structure was divided as follows:

- The first topic: The nature of the time-sharing contract.
- The second topic: The effects of the time-sharing contract.

5.1. The First Topic

What is a time-sharing contract?

The time-sharing contract has emerged due to the great development in the tourism sector and the increase in the number of tourists. The essence of this contract is to invest time by increasing the number of beneficiaries of one tourist unit, so the beneficiary of this system can, instead of buying a tourist unit at a high price, only benefit from it at a certain time of the year.ⁱ

Based on the above, we will divide this section into two requirements:

- First requirement: The concept of a time-sharing contract, and
- Second requirement: The legal nature of the time-sharing contract.

5.1.1. First Requirement

5.1.1.1. The Concept of a Time-Sharing Contract

The time-sharing contract is one of the contracts that have emerged in the tourism and hotel field, and despite its widespread, it has not received much attention from modern legislation, such as the Jordanian legislator, and being an indefinite contract, it is, therefore, subject to general rules.ⁱⁱ

5.1.1.1.1. Subchapter I: Definition of Time-Sharing Contract

Due to the lack of Arab legislation that has developed a legal regulation for the time-sharing contract that includes the definition of this contract and the clarification of what it is, legal scholars and researchers have played an important role in clarifying the concept and nature of this contract, influenced by these legislative definitions and the historical emergence of this contract at other times, in an attempt to develop a comprehensive and accurate definition of this contract that clarifies its main purpose to avoid any fraud attempts in the name of the time-sharing contract.ⁱⁱⁱ

There are many definitions of this contractual system; there are those who define it as: "a transaction based on the purchase of ownership of the neck or the benefit of a unit (suite, apartment, chalet) of tourist resort units (hotels, furnished apartments) for some time (timeshare) a week or its multiples in each of the agreed years."^{iv}

It appears from this definition that it is not mentioned that the period subject to the contract may be specific, such as if it is agreed that this period is the first week of each month or common as a week of the year without specifying it. It is

also clear that this definition sets a minimum period during which the beneficiary will stay in the tourist unit subject to the contract so that it is not less than a week. However, this period may be less than a week.

It has also been defined as: "a contract whereby ownership of a property or temporary benefit is purchased, for a specified period or common, in a specific unit, for a specific property, sometimes exchangeable for another property."^v

It was also defined as: "A system that allows a person to purchase ownership or the right to use a unit in the project for a certain period annually for a certain number of years."^{vi}

The Tunisian legislator has defined it under the text of Article (1) of Tunisian Law No. (33) of 2008 by saying: "Tourist accommodation on a time-sharing system is the right to benefit from a stay for a specified period in a tourist unit prepared for this purpose by the requirements of this law, and this right shall be transferable, loaned, rented and exchanged."^{vii}

The Omani legislator has defined it in the Omani Tourism Law No. 33 of 2002 under the text of the article (2/14) as: "The system that allows a person to purchase an undivided share in a hotel or tourist unit or to obtain a usufruct or the right to use the share with the participation of others in the rest of the shares or to share the time of use of this share, among them, so that each of them can benefit from it within the period specified for him each year."^{viii}

The Saudi legislator defined it as Regulation No. 26 of 2006 by saying: "Time-sharing contract is any contract or group of contracts concluded in exchange for a certain amount of money for a period of not less than three years under which a usufruct right is created, assigned or any other right related to the use of one or more residential real estate units for a specified or determinable period of the year."^{ix}

5.1.1.1.2. Subchapter II: Characteristics of the Time-Sharing Contract

Like other contracts, the time-sharing contract is characterized by a set of characteristics that distinguish it from other contracts, which are as follows:

5.1.1.1.2.1. First: Indefinite Contract

The principle is that unnamed contracts are endless because a free will can create whatever contracts it wants within the limits of public order and good morals. If some of these contracts spread, the legislator paid attention to them and added them to the list of named contracts.^x

5.1.1.1.2.2. Second: Netting Contract

Where the time-sharing contract assumes that the beneficiary owns a share, or its benefit, in a tourist unit, and most likely it is a hotel in exchange for the amount of money he paid to the owner or investor of the facility, which in turn must enable him to obtain the required tourist unit from the contract, and thus applies to the contract as a netting contract, because each of the parties to the contract considers what he takes.^{xi}

5.1.1.1.2.3. Third: Binding on Both Sides

The time-sharing contract in all its forms is a binding contract for both sides because it creates counter-obligations on each of the contracting parties so that each party is a creditor and a debtor to the party to the other and that these obligations come from the contract concluded between them, and that each obligation is the reason for the other obligation, the owner or operator of the facility is obligated to deliver the contracted unit on the agreed time, and is also committed to maintenance work for the tourist unit and its contents, and maintenance work for the common parts, for all resort or hotel facilities intended for common use, and is committed to providing basic hotel services to the beneficiary, and in return, the beneficiary is obligated to pay his financial obligations.^{xii}

5.1.1.1.2.4. Fourth: Formal Contract

It is not sufficient for the conclusion of the contract to link the offer with acceptance and compatibility. However, it is necessary for the contracting parties in the formal contract to express their will and pour them into a specific form determined by law. The form here is a pillar of the contract without which it cannot take place.^{xiii}

It should be noted that the requirement of formality has its reasons, as the legislator wants to alert the contracting parties to the seriousness of the effects of the contract they conclude and to determine the nature of the contract and its effects accurately, especially in contracts that take a long time to implement and to establish confidence, preserve the rights of the contracting parties and determine their obligations accurately.^{xiv}

The formality of the time-sharing contract is confirmed by provisions relating to this contract in the Hashemite Kingdom of Jordan, including paragraph (f) of Supreme Council for Tourism Resolution No. (3) (Notarization of contracts and place of filing). The instructions issued by the Minister of Tourism and Antiquities issued according to the decisions of the Supreme Council for Tourism stipulate in paragraph (1/a) of the second item that: "The contract shall be signed directly between the owner and the subscriber and in the language understood by the subscriber, provided that the authorized signatory of the office shall sign a witness to the contract and the contract shall be in three original copies, each party shall have a copy certified by the Ministry and the third copy shall be deposited with the Ministry."

5.1.1.1.2.5. Fifth: Unnecessary Contract

When the contract has the elements of its conclusion and the conditions for its validity, the contract shall be valid and enforceable. However, the contract is divided into two parts: the necessary contract and the unnecessary contract. The necessary contract (the necessity of the contract) means that the contract cannot be revoked and rescinded by the sole will

of the contractor. However, it is necessary to agree between the contracting parties or resort to the judiciary, such as sale and rent. As for the unnecessary contract (non-necessity), it means that the contract accepts by its nature, or by agreement or by law, that any of the contracting parties may refer to it without depending on the consent of the other contracting party, such as the company, the agency, the deposit and the naked.^{xv}

The purpose of the non-necessity in the time-sharing contract is the desired option in the contract, which is to scrutinize the will and purify the satisfaction from impurities to pay for the damage incurred to the beneficiary and give them sufficient time to reflect on the suitability of this contract to their needs. However, the non-necessity of a time-sharing contract is not due to the existence of an option in the contract but to a legal provision. It is the law that gave the beneficiary the right to withdraw from the contract, and therefore, it can be said that the unnecessary of this contract finds its basis in the text of the law.^{xvi}

The decision of the Jordanian Supreme Council for Tourism No. (3) and the instructions of the Minister of Antiquities issued under this decision gave the subscriber the right to cancel the contract and withdraw it without giving any justification within thirty days from the date of signing the contract in case of reversal by the subscriber, and the right to cancel the contract within a period of three months from the date of signing the contract if the owner or operator of the facility does not comply with the water mentioned in item II, paragraph (a) thereof, which came under the title: 'Conditions to Be Met in Contract with the Subscriber.'

5.1.1.1.2.6. Sixth: Time Contract

A time contract is a contract in which time is an essential element, so it is the measure by which the object of the contract is estimated. A lease contract is a time contract because it is based on benefits and time. The services performed by the worker are measured only in time.^{xvii}

It should be noted that the time-sharing contract is the subject of the contract in which the ownership of the benefit is transferred to the beneficiary (participant), the benefit cannot be estimated or measured unless it is accompanied by time, so time is an essential element in the time-sharing contract, the contract is based on the investment of time and the name of the contract is derived from it, as it is specified in the contract to use the tourist unit, such as a week, for example, a year, as well as the duration of the contract may be fifteen years or more, and the benefit is collected periodically (Intermittent) and continuous in the time-sharing contract makes this contract of time contracts continuous implementation and periodic implementation in the same sustenance, it is continuous implementation in each period of benefit of the beneficiary continues the tourist unit under his hand, which is periodic implementation because the beneficiary's use of this unit is repeated periodically every year, and the remaining time is distributed to the rest of the beneficiaries (subscribers).^{xviii}

5.1.1.1.2.7. Seventh: Contract of Acquiescence

The time-sharing contract is considered one of the compliance contracts, as the owner or operator of the tourist facility is considered as formulas of model contracts that contain clauses that are not subject to any amendment and put them to all people, and no contractor is given the right to amend them to discuss them, as he either accepts or rejects the contract, and taking this direction achieves legal protection for the beneficiary, and enables him to benefit from the judicial authority decided by the legal texts.

5.1.1.1.2.8. Eight: Mixed Contract

A mixed contract is a contract that combines many contemporary and mixed contracts, which are contained in one place linking each other, without the possibility of considering it as a single contract as is the case in complex contracts, for example, the contract concluded between the hotel owner and the guest.^{xix}

In the time-sharing contract, the contract is not limited to providing accommodation to the beneficiary. However, the owner or operator of the tourist unit provides other tourist services, such as clubs, playgrounds, swimming pools, and other tourist services, as well as providing restaurant and transportation services sometimes.^{xx}

The decision of the Jordanian Supreme Council for Tourism No. (1) referred to the mixed nature of the time-sharing contract when considering the activity carried out by hotel and tourist establishments in the work of sharing time from the tourism professions affiliated and covered by the profession of hotel establishments whose work is considered mixed contracts, as stated in paragraph (9/a) of item II of the instructions of the Minister of Tourism and Antiquities that: (Determining the benefits and common services such as swimming pools and others and the conditions for benefiting from them).

Based on the above, a time-sharing contract is a composite contract of sale or lease of the housing unit, a contract of sale of food, and a contract for the provision of recreational and tourism services.

5.1.2. Second Requirement

5.1.2.1. Legal Nature of a Time-Sharing Contract

The time-sharing contract has different names, the most famous of which are: the time-sharing system, the holiday ownership contract, the time or time-sharing contract, the periodic or successive ownership contract, the time ownership contract, and determining the legal nature of the time-sharing contract is a thorny issue, due to the set of circumstances that surround it, as it is similar to several named contracts, and that determining the nature of this contract is allowed to apply the legal rules to it, and to include it in the named contracts box, it is inconceivable to apply the rules of

these contracts to the time-sharing contract, such as the rules related to By maturity or hidden defects of the contract of sale.^{xxi}

The time-sharing contract is one of the modern contracts that did not exist before, but the regulating legislation did not consider this contract a special type. However, it was described after the descriptions of the system of sale or lease, usufruct, which applies to the time-sharing contract. However, the question that arises here is: How is the legal adaptation of contracts? To answer that, the Jordanian Court of Cassation ruled in one of its decisions: "The lesson in adapting the contract is to search for the common intention of the contracting parties without being bound by the literal meaning of the words while begging for the nature of the dealing..." (See Court of Cassation (Cassation) Decision No. 845/1995, dated 19/6/1995, a program of your decision).

5.1.2.1.1. Subchapter I: Time-sharing Contract Sale or Lease Contract

The Jordanian Civil Code defines the contract of sale under the text of Article (465) of the Jordanian Civil Code as: Sale is ownership of money or a financial right in exchange for compensation.

Article (485/1) of the same law also stipulates that: The ownership of the sale shall be transferred upon sale to the buyer unless otherwise required by law or agreement.

It is clear from the aforementioned texts that they do not apply to the time-sharing contract since the purpose of the latter is not to reach the detached ownership that can be achieved by the ordinary contract of sale, especially since the time-sharing contract is one of its characteristics as a time contract, meaning that time is an essential element in it, and the periodicity of the use of the tourist housing unit.

Here, the following question arises: Is the time-sharing contract considered a contract of sale transferring temporary ownership of the housing unit tourism?

To answer that, and by referring to the provisions of the right of ownership, we find that one of the most important characteristics of this right is permanence, as ownership is a permanent right as long as its place remains, so it does not disappear until its demise, and ownership may not be associated with a resolute or standing term; otherwise, it is temporary, where the owner acts with authority to dispose of the material and legal thing on the object of his right, and there is no way to return this thing after the lapse of a certain period at a certain time at a time when it may have acted in the various aspects of material and legal actions, which It may result in its destruction or transfer of ownership to others. It is inconceivable that the disposer would own the property for only three years.^{xxii}

Paragraph (f) of the Jordanian Higher Council for Tourism Resolution No. 3 of 1999 states that the period for which the buyer has the right to withdraw the purchase while preserving his rights...). As stated in paragraph (14/a) of the second item of the instructions of the Jordanian Minister of Tourism and Antiquities, it includes the obligation of the office or owner to provide the subscriber with a certificate of usufruct or ownership of the facility.

It should be noted that the transfer of ownership of a common share in a tourist unit is represented in a contract of sale for this share, and the sale contract entails obligations on both parties, so the seller is obligated to transfer the ownership of the specified and agreed share, hand it over to the buyer, ensure exposure and entitlement and guarantee hidden defects, in return for the financial compensation represented by the price paid by the buyer.^{xxiii}

The joint time-sharing contract entitles the right to all dispositions contained in the property such as use, usufruct, exchange, delay, sale, lending, and gift; the ownership of this contract is supported property; otherwise, it is determined by date, but the owner is not related to the property or tourist unit, but rather to the time spent by the beneficiary (subscriber) every year in this unit, and for an indefinite period according to the contract concluded between the parties, and the ownership of this share ends if the subscriber sells his share or assigns it by will or gift to another person.^{xxiv}

The transfer of ownership of the common share from the seller to the beneficiary (the subscriber) shall result in the subscriber fully owning his share and he may dispose of it and obtain a wage from those who benefit from it within the limits of the estimated period for him each year, taking into account the purpose of the time-sharing system, which is the participation of the largest number of people in benefiting from tourist resorts, the owner of this facility divides these units into parts, each part is called a unit and sells them to multiple people and they remain partners on Prevalence.^{xxv}

It should be noted that the authority of the beneficiary in the time-sharing contract in the use of real estate units, and in light of the acquisition of the right over common, these rights are determined according to the right of the common partner, so the beneficiary (the participant) can use the unit and the common facilities on which his right falls, and in all cases, the beneficiary (the participant) cannot use the common money except within the limits of the purpose allocated for it, and in light of the respect of the rest of the partners, with the subscriber's right limited to his timeshare as a common partner for the period during which he contracted. The use of the housing unit through it, taking into account the provisions of the adaptation in regulating the use of the partners in the tourist unit, especially the time adapter, which is that each of the two partners shall benefit successively from all the common property for a period equal to the period of the owner's use or in proportion to his share according to the period agreed upon in the contract.^{xxvi}

Article 658 of the Jordanian Civil Code defines the lease contract as follows: "The lessor owns to the lessee an intended benefit from the leased property for a certain period in return for a known compensation." It is a contract of consensual netting and binding on both sides, as it creates reciprocal obligations for the contracting parties, and it is also a contract that returns to the benefits of objects without their neck, thus differing from the sale contract, which is one of the contracts of duration, as the lease contract is an extended time contract.

There is no doubt that the adaptation of the time-sharing contract as a lease contract clashes with the text of Article (671) of the Civil Code, which states:

- The duration of the lease must be known and may not exceed thirty years, and if it is held for a longer period, it shall be returned to thirty years.
- If the contract is concluded for the life of the lessor or lessee, the contract shall be deemed to be continuous for that period, even if it exceeds thirty years.
- If the contract stipulates that if the lessee remains to pay the rent, it shall be deemed to have been contracted for the duration of the lessee's life.

5.1.2.1.2. Subchapter II: Time-sharing Contract Usufruct or Hotel Accommodation Contract

The time-sharing contract is practically consistent with the contract that creates a usufruct right, as each of them arranges a right under which its owner has the right to use and exploit the thing subject to the right and dispose of it. However, the owner of the neck remains for the owner, and the usufruct right leads to the distribution of the right of ownership; it is a temporary original in-kind right branched from the right of ownership, giving its owner the authority to use and exploit the thing while responding to something owned by others, and the owner from which the usufruct is deducted is called the owner of the neck. It retains the power to dispose of the law. ^{xxvii}

This similarity has led some jurisprudence to adapt the time-sharing contract as a contract that entails a usufruct right, as it may be agreed between the owner of the tourist unit and the beneficiary (the participant) that the right arising from the contract is a usufruct right. However, what the beneficiary (participant) seeks to conclude is that a time-sharing contract not only depends on obtaining a housing unit that provides comfort, luxury, and tourist services for his person but also seeks to achieve this for his family members. So the right of residence arising from the time-sharing contract not only ends with the death of the beneficiary but is also inherited by his heirs until the end of the contract period if the beneficiary (subscriber) knows that the contract ends with the death of the beneficiary but also inherits it from his heirs until the expiry of the term Decade. ^{xxviii}

Some believe that the usufruct right is a right in rem exercised by the usufructuary without mediation from anyone, so the owner who arranges the usufruct on his property does not have any obligation but leaves the usufructuary with his property according to the purpose for which it was prepared. As for the beneficiary in the time-sharing contract, he cannot benefit from the tourist unit alone and without the intervention of the owner or operator of the facility because the latter is responsible for equipping, preparing, maintaining, and receiving the tourist unit from the beneficiary at the end of the usufruct period and re-preparing it for the next beneficiary, and he is also responsible for managing the tourist unit and common parts such as playgrounds, swimming pools, and restaurants. There are mutual obligations between the owner or operator of the enterprise and the beneficiary, which is not true of contracts that create a usufruct. ^{xxix}

In the light of the general rules of the Jordanian Civil Code, it is not possible to adapt the time-sharing contract as entailing a usufruct right due to the clear difference between the provisions of both contracts and the rights arising from them, except by promulgating a special law or a time-sharing contract system.

As for the time-sharing contract, a hotel accommodation contract, the Jordanian Court of Cassation ruled by a decision that stated: "... As for the reasons from the second to the last ninth reason and its conclusion, the Court of Appeal erred in its distinguished decision by saying that the contract subject of the lawsuit is a service contract and the law did not require formality to register it, and that Articles (1148 and 168) of the Civil Code are the first to be applied from the decision of the Supreme Council for Tourism and did not rule the invalidity of the contract subject of the lawsuit, violating the text of Article (168) of the Civil Code and did not take into account that the right of use and the right to housing are rights in rem that can only be transferred to their owner by registration and that the Court of First Instance based its judgment on its knowledge. In response to this, we find that from referring to the defendant's registration certificate, we find that its purpose is to invest in hotel and tourism projects and the establishment of hotel establishments and that it has the approval of the Ministry of Tourism and Antiquities for the establishment of a lake hotel and resort, and it has the approval to receive guests.

In light of the above, we find that the contract of participation in common quotas does not depart from being a hotel service contract and that the mediation work in participating in this contract does not depart from being a cooperation agreement for the management of a tourism project and is not considered a contract for the purchase or lease of land and real estate, as the hotel service contract does not affect the property itself or its benefit. Therefore, the mediation in participating in this contract does not apply to the provisions of Article IV of the Law Regulating the Tourism Profession Real estate offices or the provisions of the lease contract contained in the Civil Code. However, the general provisions of the contract apply to it, and therefore the contract for the sale of the benefit of common shares is a hotel service contract and is not considered a business of buying, selling and renting land and real estate..." ^{xxx}

5.2. The Second Topic

5.2.1. Implications of a Time-Sharing Contract

After the time-sharing contract has been recognized in terms of its definition, characteristics, and legal nature, the implications of a time-sharing contract will be addressed in this section. We will divide this section into two requirements as follows:

- First requirement: The obligations arising from the time-sharing contract,
- Second requirement: The rights of the beneficiary and the restrictions contained therein in the time-sharing contract

5.2.1.1. First Requirement

5.2.1.1.1. Obligations Arising from a Time-Sharing Contract

The time-sharing contract has several effects, and we will study them in detail by stating the obligations of the owner or operator of the facility and the obligations of the beneficiary in the time-sharing contract.

5.2.1.1.1.1. Subchapter I: Obligations of the Owner or Operator of the Establishment

The instructions of the Jordanian Minister of Tourism and Antiquities did not refer to the obligation of the owner of the tourist unit to hand over the tourist unit to the beneficiary. Therefore, we must resort to the general rules of the Jordanian Civil Code.

Article 677/1 of the Jordanian Civil Code states: "The lessor shall deliver the leased property and its accessories in a condition suitable for the full fulfillment of the intended benefit."

It is clear from the text of the above article that the owner or operator of the tourist unit must deliver the tourist unit in a condition suitable for it to meet the intended benefit from it for which it was contracted, as the Jordanian legislator in this text above has adopted a positive trend in the obligations of the lessor. Hence, his obligation is not limited to leaving space for the tenant to benefit from the property. However, he must enable the tenant to benefit from the leased property by handing it over to him on the condition that he can meet the intended benefit of the leased property.^{xxxix}

Article 680 of the Civil Code stipulates: "The effects applicable to the delivery of the leased property and its accessories shall apply to the delivery of the sale unless the parties agree to the contrary."

It should be noted that there is no provision in the rules of the sales contract relating to the time of delivery, which means that we must apply the general rules relating to the time of payment, as Article (334) of the Jordanian Civil Code stipulates that:

- Payment shall take place immediately as soon as the obligation is finally incurred by the debtor unless there is an agreement or provision to the contrary.
- However, the court may, in exceptional cases, if not prevented by a provision of the law, consider the debtor for a reasonable period of time limits within which to perform his obligation if his situation so requires and the creditor has not suffered severe damage from such postponement.

About the place of delivery, article 449 of the Jordanian Civil Code stipulates:

- Absolute sale requires delivery of the thing sold at the place where it is located at the time of the contract.
- If the contract or custom requires that the sale be sent to the buyer, delivery shall not take place unless it is delivered to him unless otherwise agreed.

It is based on the above texts that the owner or operator of the tourist unit is obligated to deliver the tourist unit to the beneficiary at the time specified in the contract to start his timeshare in the usufruct, and on the contrary, he is responsible for not performing his obligation in front of the beneficiary, or implementing it late that harms the beneficiary, especially since the time quota for each beneficiary may not exceed one week in most cases, which means that any delay in delivery will cause obscene harm to the beneficiary, which may force him to go to another place To spend his vacation at high costs, as well as the psychological damage that he and his family members will suffer from the trouble of travel and disappointment.^{xxxix}

It should be noted that the owner or operator of the tourist unit is obligated to deliver the tourist unit in the form agreed upon in the contract, and the unit must be delivered with all its attachments, furniture, health facilities, and all its annexes, based on the text of Article (677/1) of the Jordanian Civil Code, which says: The lessor must deliver the leased property and its accessories in a condition suitable for the fulfillment of the intended benefit in full.

The owner of the tourist establishment is also obligated to enable the beneficiary to have a quiet stay to spend his vacation and his family members, in the application of the text of Article (684) of the Jordanian Civil Code, which states:

- The lessor may not expose the lessee to what disturbs him in collecting the benefit for the lease period, nor to make a change in the leased property that prevents him from benefiting from it or violates the benefit contracted upon; otherwise, he shall be a guarantor.
- The lessor's guarantee shall not be limited to acts issued by him or his followers but shall extend to any exposure or damage based on a legal reason issued by any other lessee or by any person who received the right from the lessor.

It is also incumbent on the owner of the tourist facility to provide hotel and tourist services and maintenance work because the beneficiary's residence is not the only goal of the time-sharing contract, as the beneficiary also seeks that this accommodation be linked to calm and luxury, and the provision of services varies according to the classification and level of each tourist unit.^{xxxix}

Paragraph (9/a) of item II of the instructions of the Jordanian Minister of Tourism and Antiquities under the title of conditions to be met in the contract states that: Determining the common benefits and services such as swimming pools and others and the conditions for benefiting from them.

The owner of the facility is also obligated to ensure the safety of the tourist beneficiary and to preserve his deposits by the custom of taking precautions and maintaining the safety of the beneficiary. The owner of the tourist unit is also obligated to preserve the funds and luggage of the beneficiary that he brings with him to the tourist unit.

Article 9 (I) of the Hotel and Tourism Establishments Law No. 7 of 1999 stipulates the following: "The management of the hotel establishment shall do the following: Provide a safe deposit box for guests and announce this in the reception hall in both Arabic and English."

5.2.1.1.1.2. Subchapter II: Obligations of the Beneficiary in the Time-Sharing Contract

The fact that a time-sharing contract is a netting contract entails the obligation of the beneficiary to provide consideration for the accommodation and services he obtains, as the owner or exploiter of the tourist unit has only contracted to obtain the monetary consideration in return for the beneficiary's use of the tourist unit and the services provided to him. The owner or operator of the tourist unit or their substitutes shall be considered the creditor in the time-sharing contract in respect of the cash consideration. The beneficiary is also obligated to pay the cash consideration at the time agreed upon in the contract.

Paragraph (11/a) of the second item of the Jordanian Tourism and Antiquities Instructions stipulates that: It shall include the method of payment, the amounts to be paid by the subscriber for the use of the unit, the service allowance and the common benefits and the annual maintenance fees.

Based on the general rules of the Jordanian Civil Code, we find that the owner or operator of the tourist unit may not hand over the beneficiary to the tourist unit to reside in it if he does not pay the financial consideration or periodic expenses in the application of the rule of payment after implementation. The owner of the tourist unit has the right to refrain from handing over the tourist unit to the beneficiary or enabling him to benefit from tourist or recreational facilities until he fulfills his obligation to pay the consideration, and the owner or operator of the tourist unit may, by the general rules, demand specific performance or rescission of the contract, if necessary.^{xxxiv}

Article (17) of the Instructions for Hotel and Tourism Establishments of 1999 stipulates that:

- The owner of the hotel and tourist establishment has the right to seize all the property of the passenger or customer that was accompanied by him in payment of the amounts required from the hotel and tourist establishment.
- The owner of the hotel and tourist establishment has the right to sell through the Ministry any property or luggage left with him or in his room or any place belonging to the establishment when the traveler or customer refuses to pay the bill for accommodation, food, drink or any other services provided by the facility.
- Provided that the announcement of the sale of such property shall be announced in the local newspapers, mentioning the name of the owner of the property or the name of the person who deposited it with the establishment or sending copies of the advertisement to the address of the traveler or customer if it is known, and that the sale shall not take place before the lapse of two months from non-payment.

It should be noted that one of the obligations of the beneficiary is to maintain the tourist unit and use it according to the purpose allocated to him, to exercise the necessary care for that, and to use the tourist unit according to the purpose for which it was prepared and that his use of it does not lead in any way to harm the reputation of the owner or operator of the tourist unit or the tourist resort in general, as well as the return of the tourist unit at the end of the period of use as received from the owner of the tourist establishment.^{xxxv}

5.2.1.2. Second Requirement

5.2.1.2.1. Beneficiary Rights and Restrictions in the Time-Sharing Contract

The rights of the beneficiary are not the obligations of the beneficiary on the owner or operator of the tourist establishment, and these rights relate to his powers over the right of residence arising from the time-sharing contract, the possibility of the beneficiary exploiting and disposing of this right, and the extent to which this right can be transferred to the heirs in the event of the death of the beneficiary. These rights arising from the time-sharing contract are not absolute from any restriction or condition and are sometimes restricted.^{xxxvi}

5.2.1.2.1.1. Subchapter I: Rights of the Beneficiary in the Time-Sharing Contract

The rights of the beneficiary arising from the time-sharing contract are his ability to exploit and dispose of the right of residence and the right of exchange and the transfer of these rights by inheritance. The beneficiary may not wish in one year or may not be able to benefit from his right to reside in the tourist unit because he is unable to go there because that period is not compatible with his work program in one of the years, for example, or he may wish to terminate the obligation of this right permanently for lack of feasibility or the reason of travel, or any other reason.^{xxxvii}

It should be noted that the right of the beneficiary may encounter many difficulties, either because no buyer or tenant wishes to benefit from this right, because the circumstances of this buyer or tenant are not suitable for the time quota offered, in addition to that, it may be the desire of some people to deal directly with the owner of the company to covet some of the facilities and advantages granted by companies, not to mention the idea of the element of trust granted by ordinary individuals to those companies.^{xxxviii}

The beneficiary also has the right to exploit his right of residence and dispose of it by the rules of the Jordanian Civil Code, and the provisions of the legislation regulating the time-sharing contract are only an affirmation of this right and protection for the beneficiary from exploitation by the owning companies or management companies.^{xxxix}

As for the right of exchange, which some define as: "A participant spends his vacation in a tourist unit for another participant, and this other spends his vacation in the tourist unit in which the first has the right as an owner or tenant of time. The aim of this process is that the contributor does not spend his annual leave every year in the same place where he contracted to buy or rent time, but rather this service allows the subscriber to change from year to year."^{xl}

This idea emerged to give the time-sharing contract a kind of flexibility in the contract, to avoid the boredom that may affect the beneficiary because of spending his vacation every year in the same place. Due to the multiplicity of types of exchange, which differ from each other according to the basis on which each type is based, as follows:

5.2.1.2.1.1.1. Internal Exchange

It is the exchange that takes place between tourist establishments that deal with a time-sharing system within the same country, as the exchange mechanism is agreed upon between the departments of these establishments, so the beneficiaries in these establishments exchange their shares among themselves under the supervision of the departments of tourist establishments, or that the exchange takes place within the same facility between the beneficiaries, and this exchange is spatial, or temporal, where the beneficiaries exchange time quotas among themselves.^{xli}

Undoubtedly, it is considered one of the most important difficulties facing the internal exchange process in the case of the accumulation of resorts, villages, or tourist hotels that operate on a time-sharing system in the same area, as the internal exchange process is limited to one area or in a few areas in the territory of the State, such as the city of Aqaba or the city of Sharm El-Sheikh in Egypt.^{xlii}

5.2.1.2.1.1.2. External Exchange

In it, tourist units are exchanged between tourist facilities dealing with a time-sharing system located in different countries, such as, if a beneficiary in a tourist facility in Jordan exchanges their share for a beneficiary's share in the Zamzam Towers Hotel in the city of Makkah, and the external exchange is only spatial, and it is done through international companies specialized in the exchange process, where the shares are deposited with them by the beneficiary or by the management of the facility, and these companies complete the exchange process for a commission, and here the characteristic becomes clear. Therefore, the external exchange is more difficult than an internal exchange, given the complexity and difficulty of the contracting process and the problems it raises related to conflict of laws.^{xliii}

5.2.1.2.1.1.3. Spatial Exchange

This idea is the basis of the right of exchange. The idea of exchange, in general, was established, and spatial exchange takes place through the exchange of accommodation in the tourist units designated for the benefit of each of the beneficiaries and the spatial exchange may be internal at the level of one country and it may be external (international).^{xliv}

It should be noted that one of the rights of the beneficiary, the transfer of the beneficiary's right to inheritance, is that any person, whether the beneficiary or the owner or operator of the tourist facility, wishes to preserve his rights to a living before his death, and given the great importance of the time-sharing contract for all family members with each other during the period of vacation and recreational trips.

Article 206 of the Jordanian Civil Code stipulates that: "The effect of the contract shall apply to the contracting parties and the general successor without prejudice to the rules relating to inheritance unless it appears from the contract or the nature of the transaction and the law that such effect does not apply to the general successor." However, the non-termination of the lease contract upon the death of one of its parties is not a matter of public order, and it may be agreed otherwise.^{xlv}

In this form of contract in the time-sharing contract, the legislator has granted the heirs of the beneficiary a legal option through the original and the content of what is stated in the text of Article (709/1) of the Jordanian Civil Code, which states: "However, the heirs of the lessee may rescind the contract if they prove that the burdens of the contract have become due to the death of their testator too heavy to bear their resources or exceed the limits of their needs."

As for the instructions of the Jordanian Minister of Tourism and Antiquities, it is stated in the second item that: The conditions below are binding on the two parties and are required to include the contract ... five. Stipulating that the right of the contributor in the event of his death shall be transferred to his heirs or any person or persons designated by the contributor in the contract.

5.2.1.2.1.2. Subchapter II: Restrictions on the Rights of the Beneficiary

One of the rights of the beneficiary in the time-sharing contract is not absolute from every restriction, as it is possible to respond to some restrictions according to the form in which this contract was made, and these restrictions include that the beneficiary is exposed to the possibility of using or exploiting his powers in tourist units and other powers, or that restrictions are related to freedom of contract if the copy of the time-sharing contract is a sale of common shares and the beneficiary is a foreigner. Most countries of the world, including the Hashemite Kingdom of Jordan, have tended to restrict the freedom of foreign ownership of real estate because of the importance of real estate from an economic and political point of view, so it is prohibited to own it on foreigners to protect the economy and national sovereignty from leakage.^{xlvi}

There are also restrictions on the rights of the beneficiary, which stem from the nature of the contract and its terms, as the right of the beneficiary to use, exploit, dispose of, or exchange his right of residence is not absolute, but is restricted to the time agreed upon in the contract, i.e., during the time quota specified for the beneficiary.^{xlvii}

6. The End

At the end of this study, which came under the title of the time-sharing contract considering the provisions of the Jordanian Civil Code, we reached several results and several recommendations, which are listed as follows:

6.1. Results

- There are many names given to the time-sharing contract, and this multiplicity was the result of the opinions of jurisprudence, the judiciary, and foreign and Arab legislation that regulated this contract, and in the Hashemite Kingdom of Jordan, it was known as the time-sharing contract.

- The ownership of shares on a time-sharing basis under the time-sharing contract is a contract of a special nature and therefore requires special legislation and treatment since the general rules of the Jordanian Civil Code are not fully applicable to this contract.
- One of the characteristics of the time-sharing contract is that it is a duration contract, where time is an essential element in it, so that it is not less than three years, while the duration of the contract may reach twenty or thirty years sometimes, and the duration of the timeshare during which the beneficiary can reside in the tourist housing unit, which is a week or one of its multiples.
- A time-sharing contract is a composite contract in which the owner or operator of the tourist unit or the management company is obligated to provide hotel and tourism services to the beneficiary.
- Alternatively, exploited by placing the conditions in a model contract by the owner of the tourist establishment and it is not acceptable to discuss it with the beneficiary (subscriber).

In light of the general rules of the Jordanian Civil Code and the instructions of the Jordanian Minister of Tourism and Antiquities, we note the difficulty in a clear and specific adaptation of the time-sharing contract, the reason for this is the multiplicity of legal nature of this contract, as it is a double contract, which may come in the form of a contract for the sale of common shares or in the form of a lease contract, as well as some other contracts, such as the provision of hotel service.

6.2. Recommendations

Through this study, we have produced several recommendations, which can be summarized as follows:

- The Jordanian legislator should regulate the time-sharing contract by special legislation since the application of the general rules in the Jordanian Civil Code is not sufficient to regulate this contract, which is imposed by the practical reality of tourism and the necessities of economic investment, as it does not provide the necessary protection for the party complying with the time-sharing contract.
- The Jordanian legislator should determine the competent court to hear the dispute between the investor and the beneficiary.

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