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By email: Leanne.damary@asic.gov.au

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Level 5, 100 Market Street
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Dear Ms Damary,

Submission in response to Consultation Paper 272 – Remaking ASIC class orders on time-sharing schemes

Consumer Action Law Centre (**Consumer Action**) and Financial Rights Legal Centre (**Financial Rights**) are pleased to make this submission to the Australian Securities and Investments Commission's (**ASIC**) proposal to remake ASIC class orders as set out in Consultation Paper 272. While the submission has been drafted by Consumer Action, Financial Rights has had the benefit of reviewing the submission and has signed on as a co-signatory. Any view expressed as the view of Consumer Action is endorsed by Financial Rights for the purposes of this submission.

This submission is focused on issues that our respective organisations have observed through our casework involving timeshare schemes. We have extracted below only those questions which we are responding to.

Our comments are detailed more fully below.

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About Consumer Action

Consumer Action Law Centre is an independent, not-for profit consumer organisation based in Melbourne. We work to advance fairness in consumer markets, particularly for disadvantaged and vulnerable consumers, through financial counselling, legal advice and representation, and policy work and campaigns. Delivering assistance services to Victorian consumers, we have a national reach through our deep expertise in consumer law and policy and direct knowledge of the consumer experience of modern markets.

Over the past ten years we have advised and/or acted on behalf of a significant number of consumers who have had problems with timeshare schemes.

About Financial Rights

The Financial Rights Legal Centre (formerly known as the Consumer Credit Legal Centre NSW) is a community legal centre that specialises in helping consumer's understand and enforce their financial rights, especially low income and otherwise marginalised or vulnerable consumers. We provide free and independent financial counselling, legal advice and representation to individuals about a broad range of financial issues. Financial Rights operates the Credit & Debt Hotline, which helps NSW consumers experiencing financial difficulties. We also operate the Insurance Law Service which provides advice nationally to consumers about insurance claims and debts to insurance companies.

Key Points of our response

We consider that:

- an opt-in regime should apply to timeshares rather than a cooling-off period;
- consumers should be able to more easily terminate their timeshare arrangement and any associated finance arrangement if they determine that it is unsuitable;
- the term of timeshare agreements should be more limited; and
- an increase in the volume of information provided to consumers is unlikely to be of any significant benefit, but there are some areas where more accurate disclosure may assist more sophisticated consumers in making their decisions.

Discussion

Our detailed comments in connection with each question to which we are responding are set out below.

B. Remaking ASIC Class Orders

Incorporating the template cooling-off statement under PF 208

B5Q1 Do you agree with our proposal to incorporate the template cooling-off statement under PF 208 into the new instrument for entities that are dealing in interests or operating a registered time-sharing scheme? If not, please give reasons.

It is the position of Consumer Action that neither cooling off periods nor additional disclosure constitute effective forms of consumer protection, as discussed in more detail under question B6Q7 below.

Therefore, Consumer Action does not agree that there is any material benefit in including a template cooling-off statement.

Consumer Action strongly supports an opt-in arrangement whereby in order for any legally binding arrangement to exist, the consumer must give written notice to the timeshare operator that they elect to opt-in to the arrangement. Such notice would only be effective if it is sent after a set period after the day on which the consumer attends the initial timeshare presentation or the day on which they are provided with any additional information or the answers to any questions which they may have asked. A set period of two business days after whichever event applies may be appropriate.

B5Q2 Do you think a different template or approach would better assist consumers to understand their cooling-off rights? If so, please provide your suggestions

There may be merit in including a form of opt-in statement. If including such a prescribed form is considered to assist as a consumer protection measure, then the design, layout, signing and witnessing requirements for that statement must be critically considered.

The requirements around such a notice must ensure that it is not a measure which is easily circumvented by time-share operators. The template and the surrounding processes and submission requirements around it should be set up in such a way as to ensure as far as possible that consumers must be pro-active in order to submit the opt-in form a certain period after they have been presented with the sales material for consideration.

Consumer Action considers that the form and surrounding processes must be designed so that the time share operators cannot circumvent the opt-in step by (for example) having the consumer sign the form within the high pressure sales environment, and either post-date it or direct the consumer to post it later.

Incorporating AFS licence conditions under PF 209

B6Q1 Do you agree with our proposal to include the conditions for AFS licensees that operate registered time-sharing schemes in the new instrument? If not, please provide reasons.

Consumer Action agrees with this proposal. However, Consumer Action recommends amending the obligations to align with and support the reforms recommended in this submission.

B6Q2 Do you agree with our proposal to also continue to impose obligations in relation to the provision of a PDS, application form and cooling-off rights on AFS licensees that deal in interests in time-sharing schemes? If not, please provide reasons.

Consumer Action considers that there should be some changes to the obligations imposed, as set out below.

B6Q3 Do you agree with the amendments proposed to the existing obligations? If not, please provide reasons.

Consumer Action does not consider that there is any material benefit in increasing the level of disclosure, except as specifically noted elsewhere in this submission.

Consumer Action recommends that the modified conditions imposed in connection with cooling-off rights be amended to reflect an opt-in arrangement. The conditions should provide among other things that the opt-in notice is not effective unless for example it is received after a certain timeframe has elapsed following the presentation and provision of the relevant information to the consumer.

B6Q4 Is any transitional period required to comply with the amendments to the existing obligations? If so, please provide reasons.

Consumer Action considers that any reform which increases the protections for consumers should begin operating immediately.

B6Q5 Please describe your experience with how time-sharing interests are sold. Please give details about the steps involved, including details of any financing arrangements facilitated by the responsible entity to acquire an interest.

In our clients' experience, the sale of timeshare frequently involves very high pressure sales and conduct which could be regarded as unconscionable and/or misleading or deceptive. No assessment appears to be made as to the suitability of the product for the relevant consumer despite the fact that the product is relatively expensive and may often be financed with a relatively high interest loan. Our clients' understanding of how the scheme works is often limited with minimal or incomplete explanations having been provided by the timeshare sellers.

Consumer Action refers to the casework examples which are annexed to this submission.

B6Q6 Do the sales practices involve any unsolicited meetings or telephone calls? If so, should any additional restrictions or obligations be imposed on licensees in relation to these practices to ensure that consumers understand what they are being offered and are not misled?

From our casework, the seminars and meetings attended by consumers may be unsolicited depending on the circumstances. In the common circumstance of a consumer attending a timeshare seminar in response to a request and the promise of some form of reward, it is often difficult to reconcile that meeting (i.e. attending the timeshare presentation) with the requirement that it be in response to a positive, clear and informed request from the consumer, noting the requirements of s992AA of the

Corporations Act 2001 (Cth) and the views of ASIC in relation to 'unsolicited' meetings as expressed in Regulatory Guide 38.

Consumer Action would argue that in circumstances where an incentive is offered for attending a timeshare seminar, then it cannot be considered to genuinely be in response to a positive request. Further, Consumer Action considers that it is likely that most requests are not sufficiently clear and informed given the numerous cases we have seen of consumers being caught off guard when attending the seminars.

Regardless of whether the sale falls within the definition of an unsolicited sale, consumers are often incentivised to attend by being offered some sort of reward and the general view of consumers is that the length, intensity and pressure applied during these seminars is significantly greater than is reasonable or had been expected. Consumers are often overwhelmed by these sales practices.

Action has been taken in the past against timeshare operators for misleading and deceptive conduct and unconscionable conduct. For example, see <http://asic.gov.au/about-asic/media-centre/find-a-media-release/2002-releases/02420-timeshare-seller-provides-undertakings-to-the-federal-court/>. Despite monitoring and enforcement by the regulators, the problems of misrepresentation, or at least the selective provision of advice by salespersons, continues.

B6Q7 In relation to the current cooling-off rights:

(a) Do you think the cooling-off rights based on consumers having to opt out to cool off are working?

In the experience of Consumer Action, cooling off simply does not work.

Drawing on the door to door sales analogy, it is noted that the introduction of the Australian Consumer Law (ACL) attempted to curb door to door sales across Australia in 2011 by restricting allowable times and mandating a ten day cooling off period, but these protections have been shown to be ineffective. It is suggested that the ten day cooling off period in that case may actually have exacerbated poor outcomes, by giving salespeople a tool to reassure wavering consumers when seeking to close a sale. Salespeople know full well that only the most resilient and proactive consumers will overcome the "endowment" effect and actually act on the cooling off period, so while the cooling off period can be useful for consumers, it can also (counterintuitively) work in favour of making inappropriate sales. Consumer Action notes that this applies particularly to the most vulnerable and disadvantaged consumers, who are least likely to assert their rights and act on a cooling off period.

On a related point, our casework also reveals that consumers who have attempted to exercise their cooling off rights even within the cooling off period are often met with resistance, with timeshare operators asserting

that the cooling off period had expired earlier than the 7 or 14 days which is legally required.

Research to support the position of Consumer Action is available via <http://consumeraction.org.au/cooling-off-doesnt-work-new-research/>.

- (b) *Where the interest is acquired during a period when the applicant was accommodated at the property, should the cooling-off period only commence when the licensee knows or ought to know the applicant would return to their usual residence?*

Noting that Consumer Action recommends that an opt-in approach be implemented, it is recommended that the relevant period during which the opt-in notice will be ineffective if received should ideally start when the licensee knows or should know that the consumer will be returning home.

Aside from avoiding the ongoing effect of consumer 'inertia' which would likely be more influential during the consumer's holiday and for a time afterwards, this approach will reduce the potential that an operator could apply pressure to consumers at or near the end of their holiday stay or accommodation to sign and/or return an opt-in notice.

- (c) *If the applicant has questions, should the cooling-off period stop and start afresh from the time that the further information has been provided by the licensee to the applicant?*

For the same reasons and with the same stipulations as for the previous question, yes. Also noting that Consumer Action is not supportive of cooling off periods, and recommends an opt-in model as discussed throughout this submission.

- (d) *Should the cooling-off rights alternatively be on an opt-in basis—that is, an applicant is deemed to have exercised their cooling-off rights if they do not provide an additional written confirmation to the licensee within a prescribed period?*

In the opinion of Consumer Act, given that cooling off rights have been demonstrated to be of little benefit, the only effective protection of this type is the opt-in approach.

The characteristics of typical timeshare sales tactics make it more likely that consumers (particularly vulnerable consumers) will be drawn into signing up to a timeshare, and consequentially it is critical that there are robust protections which Consumer Action considers should go beyond a right to withdraw (i.e. cooling off) and would be better framed as an opt-in arrangement. Many parallels can be drawn between the high pressure sales tactics employed by the operators of time share schemes, and those who seek to sell their products using door to door

sales. The two methods are inherently uncompetitive and anachronistic sales avenues. They are uncompetitive because they 'capture' the consumer and with the one option being offered, directly working against the rational choice ideal of consumers making well-informed, autonomous consumer choices in an open and competitive market. They are anachronistic because traders have so many avenues and platforms through which to reach consumers (online, TV, radio, print). It really shouldn't be necessary to have consumers take time out of their holiday to be subjected to these practices.

A common complaint raised in connection with the high pressure sales tactics are that the conduct of the timeshare operator, a linked credit provider and/or the salespeople are unconscionable and/or misleading and deceptive. Cases often involve consumers who have a special disadvantage and there is often inadequate explanation of the sale contract or the credit contract. Although remedies exist under the *Australian Consumer Law*, the *Corporations Act 2001* (Cth), the *Australian Securities and Investments Commission Act 2001* (Cth), an opt-in arrangement would minimise the number of consumers who might otherwise be caught up in these costly transactions as a result of high pressure, unconscionable or misleading conduct. It would also minimise the need of these consumers to resort to resource intensive dispute resolution avenues such as external dispute resolution schemes, tribunals and courts to resolve their disputes.

Similarly, the conduct of the timeshare operator, a linked credit provider and/or the salespeople are often criticised by consumers as being misleading and deceptive. Specifically, complaints are regularly made that those parties engaged in misleading or deceptive conduct in contravention of s18 of the Australian Consumer Law, made false or misleading representations under s 154 of the National Credit Code, and made misleading representations under sections 12BB, 12DA and 12DB of the *Australian Securities and Investment Commission Act 2001* (Cth). For the reasons above, an opt-in arrangement would allow more of these consumers to avoid being caught by this conduct unless they take proactive steps to 'opt in'.

Reform of this nature was recently introduced with respect to the sale of vocational training courses through VET FEE-HELP. Clause 4.9.2 of the VET Guidelines, which came into effect from 1 January 2016, provides that a VET provider must not accept a VET FEE-HELP loan form unless two business days have passed from the date and the time the person has enrolled. This protection is different to cooling-off, and is additional to the general cooling-off period that applies to courses sold via unsolicited consumer agreements and the cooling-off provided by the census date associated with higher education. The protection is really an 'opt-in' requirement, and was designed to slow down the

transaction, where the opportunity for high pressure sales was significant.

The protection afforded to consumers through an opt-in arrangement would have the same purpose as the cooling-off protection—to give the consumer an opportunity to reconsider a purchasing decision. It is considered that a reasonable consumer will be much more likely to properly consider and compare the risks and benefits of the timeshare arrangement before taking the pro-active step of opting in.

A consumer could opt-in after a designated period, which period Consumer Action suggests should start after the consumer has (or could be expected to have) returned to their home after leaving the accommodation (without further contact or inducements from the trader) to consider their purchase, which could be as short as 2 business days. This could also have some benefit for operators in comparison with the current cooling off arrangement, as the timeshare agreement could commence and the operator could start receiving payments at an earlier point in time.

Also, for clarity, please note that it is Consumer Action's view that the opt-in exclusion period should be the period in which an opt-in notice will be ineffective if it is *sent* during that period, even if *received* after the opt-in exclusion period has elapsed.

It is noted that under an opt-in regime there would need to be particular requirements to ensure that there is no way for an operator to circumvent the requirement that the opt-in notice or election is not received within the opt-in exclusion period, or that if it is received during that period it is not effective. Some options to support this requirement could be to place the onus on the operator to prove that the notice was sent outside the relevant period and to give termination rights to the purchaser if they establish that the notice was sent within the opt-in exclusion period.

- (e) *What are the optimal cooling-off arrangements, taking into account the needs of consumers and operators, and how time-sharing interests are sold?*

We reiterate the points made above. Consumer Action considers that there are no optimal cooling off arrangements. Rather, an opt-in regime should apply.

B6Q9 Should actual administrative costs incurred be able to be deducted from the money refunded to the applicant on exercise of cooling-off rights by the applicant? If not, please provide reasons. If yes, please outline the type and amount of any costs that would be deducted.

No. Consumer Action considers that all administrative and other costs, including costs associated with any financing arrangements, should be refunded if the consumer does not exercise their opt-in right.

B6Q12 Are there any additional protections to assist consumers that we should include as obligations (e.g. in relation to: hawking; sales practices; deposits; financing arrangements; use and expiry of points; or disclosure of key information such as the ability to resell or exit the scheme)? If so, please provide reasons

A significant and recurring problem seen by CALC is that consumers regularly sign up and only realise it is simply not working for them months or years later. Alternatively, their financial circumstances change and they can no longer afford to remain in either the timeshare contract or the linked credit contract. There is limited ability for consumers to terminate a timeshare in these circumstances.

In the absence of wrongdoing by the operator or its salespeople, which may give rise to remedies such as those based on misleading and deceptive conduct or that an associated finance contract was unjust, the current options to get out of a timeshare are to sell it or ask for relief based on hardship. Hardship relief is limited as it does not terminate either the sale or loan contracts but merely reduces the consumers' financial obligations for a period of time.

As there is more awareness of the low value of timeshare, it is difficult to sell them. There may also be an element of consumers feeling morally obliged not to pass on the product. As a consequence, consumers often find themselves effectively locked in to lengthy contracts of anything up to 80 or 90 years.

The problems can be exacerbated where the consumer enters into a credit contract to finance the purchase of the timeshare credits. The credit contract will often be provided as part of the package, by a related entity of the timeshare operator. Thus a consumer may be making repayments of principal and interest on the credit contract, as well as paying the ongoing annual levies and potentially any special levies.

Our primary recommendation on this issue is that people should be able to terminate the contracts (being both the sale contract and any linked credit contract) without financial penalty, including no ongoing liability for the annual fees. While a right of immediate termination would be preferred, termination on reasonable notice would also be an option which would give relief to consumers who have determined that the product is not suitable for them.

We would also support measures which would operate to cap the maximum term for timeshare. Consumers may be given option(s) to extend the contract for additional time, but would have the option of ending the contract (i.e. not extending it) at termination date of the initial term. This type of arrangement bears closer similarities to a lease, and would give consumers the benefit of having more limited exposure. While it is acknowledged that timeshare operators may argue that such restrictions would prevent them from securing sufficient up front funds to support

their development programs, Consumer Action considers that such arguments cannot reasonably be sustained if the timeshare operator is also to maintain that their products are of sufficient value and quality such that the majority of consumers will extend the contract beyond the initial term.

Consumer Action notes that the linked credit provisions under the National Credit Code and the Australian Consumer Law will give a consumer similar rights against the credit provider as they have against the timeshare company. The timeshare company and credit provider will be jointly and severally liable for (among other things) misrepresentations in relation to the sale contract and the credit contract. Given the ongoing nature of timeshare contracts, Consumer Action supports extending these provisions to ensure that consumers who are able to terminate their arrangements with the timeshare operator as described above can also terminate any linked credit contract as well. This is to avoid the situation where a linked credit contract might continue despite arrangements with the timeshare operator ending. The consumer should be discharged from liability to the extent that they have not received a benefit.

The rationale behind the above submission is that the options as they currently stand for consumers to terminate the sale contract on any of the prescribed grounds are difficult for many consumers to access, and a dispute may not reach the point of establishing misrepresentation (or another ground for liability under s 278(1) of the ACL) and the parties may instead agree to terminate the arrangement at a commercial level. There should not be any room for a consumer to remain caught by the linked credit contract in these circumstances where the parties to the primary arrangement have agreed that it not continue.

A further observation is that a common selling point for timeshare operators and salespeople is that once one enters into the arrangement, it can be passed on to one's children, or others, in a person's Will. It is noted that in reality a beneficiary is not bound to accept any gift bequeathed to them under a Will, however if a beneficiary did accept timeshare gifted to them under a Will then they would also become liable for the annual levies. Any finance arrangement associated with the timeshare would become a debt to be paid from the deceased's estate. Consumer Action is aware of a high degree of misunderstanding regarding how timeshares are treated upon the death of the scheme member, and considers that it would be beneficial for there to be more accurate information prescribed to be provided to consumers on this point.


Instances of unconscionable conduct, misleading and deceptive conduct, and consumers being signed up to unjust contracts remain very common. Consumer Action would support strengthening of, and making more accessible, the remedies available to consumers in these circumstances.

Consumer Action considers that the reforms proposed in this submission would afford consumers, particularly the more vulnerable consumers, a better level of protection against being caught up in these schemes which our casework and observations suggest are often unsuitable for them.

Please contact Zac Gillam (Senior Policy Officer) on 03 8554 6912 or at zac@consumeraction.org.au if you have any questions about this submission.

Yours sincerely,

CONSUMER ACTION LAW CENTRE



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Annexure - Case Studies

John's Case

Context: Cooling off periods

Summary: John is a single male in his late 30s from outer Melbourne. John was contacted by a timeshare company in early 2016. According to him, the company put him under a lot of pressure to sign up for their main timeshare product late one night. After refusing to sign up to the main program, and feeling pressured, John agreed to sign up for what he understood to be a 'trial' program. In the following days he researched the product and discovered its poor reputation among customers, based on online reviews. Four days after signing up John sent the company a cancellation request, exercising his rights under the 'cooling off' period. The company rejected his cancellation, saying that the period had expired three days after his initial purchase.

Ava's Case

Context: High pressure sales, misrepresentation and subsequently identifying product is unsatisfactory

Summary: Ava was away on holiday on the Gold Coast when she was enticed into attending a seminar, with a prospect of a \$100 gift card on offer. She was told there was a deadline for the limited timeshare offer and the price was \$25,000. She walked away with an understanding that she had just purchased 10,000 credits and that the annual levy was to be paid just once. She drew \$10,000 from her savings and borrowed the rest from family in order to pay. Ava felt the high pressure selling environment combined with the fact her friend was also entering the contract forced her hand. But, she says she later discovered that she was unable to book a holiday because it had to be 13 months in advance and she was never made aware of the \$60 monthly fee.

Brooklyn's Case

Context: High pressure sales, unjust contract

Summary: Brooklyn was holidaying at the Gold Coast and attended, what she was told would be a 30-minute presentation, but which extended to 3 hours. Brooklyn, instructs that they made it difficult for her to leave and having left her children behind, she signed the documents simply so that she was able to leave the presentation and collect her children. Brooklyn did not have time to read and act on all the information provided to her during the cooling off period. Her main concern though was that, despite providing the credit provider with information on her income, debts and living expenses, she was granted an unaffordable loan of \$25,000 which she was struggling to repay.

Ethan's Case

Context: Misrepresentation, change in circumstances, disclosure unhelpful

Summary: Ethan, with his then partner, entered into a timeshare contract approximately four years ago and has been on a payment plan since with around \$8,000 outstanding. Ethan has expressed his dissatisfaction at the lack of options to withdraw should there be a change in circumstances. In Ethan's case, he suffered a physical injury which made it difficult for him to continue his employment. Additionally, he and his then partner have since separated. Ethan also considers that there was misrepresentation on the part of the seller at the time of the initial sale because the salesperson advised Ethan that he would easily be able to sell his interest and his ability to get a good price in the secondary market. The reality, however, is that not only is it difficult to find a reasonable price to sell, it is almost impossible to find a buyer. Ethan has stated that he understood very little of his obligations.

Omar's Case

Context: Cooling off period, high pressure sales

Summary: Omar entered into a timeshare contract which he attempted to cancel during the cooling-off period. He instructs that the timeshare company resisted his attempt to cancel, instead telling him that he had 'two years' to give it a go. Omar was therefore under the impression that he could cancel at any time. When Omar attempted to use the credits, he was put under pressure to go to a further workshop.

Sarah's Case

Context: High pressure sales, misrepresentation

Problem: Sarah is a female in her late 20s from country Victoria. She and her partner have two mortgages on a house and land and only her income to rely on. While holidaying in Queensland in late 2015, Sarah attended a 1 hour timeshare sales presentation. She claims that at this presentation they were told that they could (a) exit the contract at any time for 'good reason' and (b) sell off holiday credits to friends. She purchased a membership in the timeshare program, took out finance of \$25,000 and committed to yearly payments of \$800. Since then, Sarah has discovered she can neither exit for good reason, nor trade credits with friends.

Carlos' Case

Context: High pressure sales, misrepresentation, change in circumstances, subsequently identifying product is unsatisfactory

Summary: Carlos is a male in his mid-twenties from northern Victoria. He has an income of \$55k and dependent children. Carlos attended a seminar in late 2015 provided by a timeshare company after receiving an email. At that seminar, the company made an aggressive sales

pitch. Carlos claims that he was told that the timeshare product guaranteed two weeks of holiday per year and that 'all smart people' sign up. He also claims that the sales representative said they needed a decision then and there, that the special offer would expire if he did not sign up straight away, and that if he delayed he would not have the right to roll-over points. Carlos signed up for 10,000 credits and applied for a loan as well. In a short interview the company checked his expenses and income. After the purchase, Carlos discovered that the program was only worth a few days a year. He claims this is not the product he signed up for and the loan repayments are causing financial pressure as he has another baby on the way.

Geoff's Case

Context: High pressure sales, misrepresentation, change in circumstances, subsequently identifying product is unsatisfactory, resistance to hardship application

Summary: Geoff and his then wife Mary, neither of whom were from Australia, attended a presentation at a shopping centre by a timeshare company. No information was provided regarding the cooling off period or explanation about the terms of the contract they signed. Geoff recalls that the sales representative represented that the contract would assist him to fly back to his country of birth. They signed up for 7000 points, and paid about \$2000-\$3000, but still owed about \$13,000. Twelve months after signing up Geoff and Mary sought assistance as by that time they were separated and were overwhelmed by the matter. Geoff had recently started a new job interstate and Mary was working part time. Geoff sought a six month hardship moratorium. However, the company responded that they would only allow a moratorium of five months provided Geoff submitted a statement of financial position on the following day, which was unreasonable in the circumstances. Geoff asserted that the timeshare company refused to suspend the contract despite his hardship. Geoff had since also lost his job and was homeless, but claims that the timeshare company still pursued him for payments.

Jenny's Case

Context: Change in circumstances, time share operator un-cooperative

Summary: Jenny lives in an outer Melbourne suburb and works on a permanent part time basis. Jenny instructs that she had purchased a time share facility. At the time of the purchase Jenny stated that she worked full time, but had since lost her full time position and her income had dropped significantly as a result. Given her changed circumstances, Jenny could not afford to continue the payments or to use her points to take any holidays. Jenny asked the timeshare company to sell the time shares that she had bought, but it refused and told her instead that she should sell her shares, but they cannot do this on her behalf. Jenny has repeatedly tried to terminate the contract which she cannot afford.

**Note – All names have been changed to protect privacy.*