

Norma Oficial Mexicana NOM-029-SE-2021, “Prácticas comerciales - requisitos informativos para la prestación del servicio de Tiempo Compartido (NUEVA NOM)

Category: Legal Alerts, Real Estate

written by Nader, Hayaux & Goebel | abril 8, 2022

Norma Oficial Mexicana NOM-029-SE-2021, “Prácticas comerciales - requisitos informativos para la prestación del servicio de Tiempo Compartido (Cancela a la NOM-029-SCFI-2010)”

El 28 de marzo de 2022 el Comité Consultivo Nacional de Normalización (“CCONNSE”) de la Secretaría de Economía publicó en el Diario Oficial de la Federación la “Norma Oficial Mexicana NOM-029-SE-2021, Prácticas comerciales - requisitos informativos para la prestación del servicio de Tiempo Compartido (la “NOM”), la cual entrará en vigor a los 180 días naturales contados a partir del día de su publicación, es decir, el 28 de septiembre de 2022.

Mediante dicha publicación se canceló la “NOM-029-SCFI-2010, “Prácticas comerciales - requisitos informativos para la prestación del servicio de Tiempo Compartido”. A continuación exponemos los puntos más relevantes que modifica la NOM:

- Se incluye una prohibición de utilizar publicidad engañosa y abusiva, así como incurrir en prácticas comerciales coercitivas o desleales. Adicionalmente, el proveedor o prestador intermediario adoptarán las medidas necesarias para evitar el ofrecimiento de la ingesta de bebidas alcohólicas en la realización de actividades promocionales.
- Se agregan varios requisitos de formato para los contratos, así como varios requisitos que deben contener las carátulas de los mismos.

- Los contratos de adhesión deben contener una cláusula donde se especifique que la celebración del mismo en ningún momento constituye un derecho real sobre el inmueble sujeto a la prestación del servicio de tiempo compartido.
- Para la venta de tiempo compartido el proveedor debe acreditar que el bien inmueble está afecto a la prestación de servicio de tiempo compartido, para lo cual debe presentar la constancia de inscripción definitiva en el Registro Público de la Propiedad.
- Se agrega que, en caso de cancelación del contrato, dentro del término previsto para ello en el contrato, la devolución de la inversión total inicial debe hacerse dentro de los quince días hábiles siguientes a la fecha de notificación al proveedor o prestador intermediario de la cancelación del contrato. En caso de incumplimiento a lo anteriormente mencionado, el proveedor o prestador intermediario debe pagar de manera adicional un interés moratorio del 9% anual sobre las cantidades no devueltas.
- Las penas convencionales para ambas partes por incumplimiento del contrato, deben ser razonables, equitativas, proporcionales y recíprocas.
- Se establece un procedimiento de Evaluación respecto del cumplimiento con la presente NOM que estará a cargo de Unidades de Inspección.

Mexican Official Norm NOM-029-SE-2021, “Commercial practices - information requirements for the provision of timeshare services (Cancels NOM-029-SCFI-2010)”

On March 28, 2022, the National Consulting Committee of Standardization (Comité Consultivo Nacional de Normalización) (“CCONNSE”) of the Ministry of Economy (Secretaría de Economía) published in the Federal Official Gazette “Mexican Official Norm NOM-029-SE-2021, Commercial practices - information requirements for the provision of timeshare services (the “NOM”), which will become effective 180 calendar days from the date of publication, that is, on September 28, 2022.

The NOM replaces NOM-029-SCFI-2010, “Commercial practices - information requirements for the provision of timeshare services”. Below are the most relevant items modified:

- It includes a prohibition to use misleading and abusive advertising, as well as to incur in coercive or unfair commercial practices. Additionally, the

supplier or intermediary provider shall adopt the necessary measures to avoid offering the consumption of alcoholic beverages in promotional activities.

- Several requirements are added regarding the format of contracts. Furthermore, various requirements are also added for the cover page.
- Contracts must contain a clause specifying that the execution of the contract at no time constitutes an “in rem” right over the property subject to the provision of the timeshare service.
- For the sale of timeshare, the supplier must prove that the property is subject to timeshare services, for such purposes, time share services provided must show the evidence definitive registration in the Public Registry of Property.
- In the event of cancellation of the contract, within the term provided for such purpose in the agreement, a full refund of the initial investment must be made within fifteen business days following the date of notification to the supplier or intermediary of the cancellation of the contract. In the event of breach with the foregoing, the supplier or intermediary must additionally pay late payment interest at an interest rate of 9% per annum on the unreturned amounts.
- Penalties for both parties for breach of contract must be reasonable, equitable, proportional and reciprocal.
- The NOM establishes a compliance assessment with its terms to be carried out by Inspection Units.

Should you require further information regarding the above, please contact your usual contacts at Nader, Hayaux & Goebel.

The 10th edition of The Projects

and Construction Review 2020

Category: Project Finance, Publications, Real Estate
written by Nader, Hayaux & Goebel | abril 8, 2022

We are delighted to announce that the 10th edition of *The Projects and Construction Law Review* was recently published, providing an overview of the Mexican market by Partners [Vanessa Franyutti](#) and [Santiago Medina](#).

Please download the complete document here: [Projects and Construction Review 2020_10th edition](#)

3rd Edition of The Legal500's Global Guide to Real Estate

Category: Publications, Real Estate
written by Nader, Hayaux & Goebel | abril 8, 2022

[Vanessa Franyutti](#), [Alejandro Rojas](#) and [Rainer Walz](#) contributed to the 3rd edition of [The Legal 500: Real Estate Country Comparative Guide](#).

The aim of this guide is to provide its readers with a pragmatic overview of the law and practice of real estate law across a variety of jurisdictions.

Each chapter of this guide provides information about the current issues affecting real estate in a particular country and addresses topics such as ownership proof, due diligence, taxes, planning and zoning restrictions, mortgages and environmental contamination as well as insight and opinion on the most common issues in their respective country.

The Q&A template for each chapter has been provided by François Bonteil of Clifford Chance.

You can download a [free copy of the Mexico chapter here](#).



NHG contributes to The Latin Lawyer Reference, Banking & Finance Chapter

Category: Banking & Finance, Partners, Publications
written by Nader, Hayaux & Goebel | abril 8, 2022

Partners [Michell Nader](#) and [Julián Garza](#) participated in the Latin Lawyer Reference chapter on Banking and Finance. Latin Lawyer Reference provides answers to key legal and regulatory questions in Latin America on major practice areas. It provides insight in over twenty practice areas, across the region. The interactive format allows for quick-and-easy comparisons across jurisdictions.

You can download the [PDF](#) of the article here or read the full article on [Latin Lawyer's website](#).



NHG Real Estate team contributes to 2nd edition of The Legal500's Global Guide to Real Estate

Category: Publications, Real Estate

written by Nader, Hayaux & Goebel | abril 8, 2022

[Vanessa Franyutti](#), [Alejandro Rojas](#) and [Fernando Castillo](#) contributed to 2018 edition of [The Legal 500: Real Estate Country Comparative Guide](#).

Each chapter of this global guide provides information about the current issues affecting real estate in a particular country and addresses topics such as ownership proof, due diligence, taxes, planning and zoning restrictions, mortgages and environmental contamination as well as insight and opinion on the most common issues in their respective country. The Q&A template for each chapter has been provided by Jonathan Solomon of Clifford Chance.

You can [download a free copy of the Mexico chapter here](#).

O'Donnell-Structuring and Public Offering of CKDs

Category: Banking & Finance, Capital Markets, Real Estate, Tax

written by Nader, Hayaux & Goebel | abril 8, 2022

NHG advised Grupo O'Donnell in the structuring and placement of structured notes (certificados de capital de desarrollo) or CKDs in the Mexican Stock Exchange (Bolsa

Mexicana de Valores) issued through an issuing trust (fideicomiso) with an initial issuance of MXN\$400 million plus additional commitments, through a capital call mechanism, for a total committed issuance amount of MXN\$2 billion (approximately US\$100 million) with the purpose to create a private-equity fund to invest, from time to time, in industrial real estate and urban infrastructure.

This placement represents the first structured notes issued by O'Donnell, and it also involved the participation of two coinvestors controlled by O'Donnell.

Real Estate team contributes to 2017 edition of IHL's global guide to Real Estate

Category: Publications, Real Estate

written by Nader, Hayaux & Goebel | abril 8, 2022

Nader Hayaux & Goebel's Real Estate team contributed to the 2017 edition of the [The In-House Lawyer](#)'s global guide to Real Estate, edited by Jonathan Solomon of Clifford Chance.

This country-specific Q&A provides an overview to real estate laws and regulations that may occur in Mexico.

It will cover the most pertinent issues including ownership structures, restrictions, transfers, taxes and environmental contamination.

This Q&A is part of the global guide to Real Estate. For a full list of jurisdictional Q&As visit <http://www.inhouselawyer.co.uk/index.php/practice-areas/real-estate>.

The Mexico Chapter can be downloaded [here](#).