

Email from Lance to all his clients

I am writing to you to inform you that as from today's date, **12th March 2018**, I will be returning back to work after being on sick leave for some 11 weeks now. I did come back to work prematurely at the beginning of January ignoring advice, and as a result it purely set me back further.

What has come to my attention is that despite explanation emails being sent out early December 2017 and early January 2018 along with a further letter being posted out in mid-January 2018, a small number of my clients for some reason did not receive either the email or the letter posted out explaining about my illness and personal situation.

Simplifying my situation these last 11 weeks, I had two very close family members pass within 7 weeks of each other, which in return generated several other issues which needed my full attention, to further complicate my life, I myself fell ill due to an ongoing condition I have which affects my immune system, which then resulted in being prescribed further medication which did not agree with me, resulting in myself struggling with life in general.

So, please accept my apologies, I have never experienced any situation like this before, it knocked me off my feet, I suffered dramatic weight loss, further medical complications, all completely alien to me.

I am now back to work after a slow recovery and will initially be working my way through many email enquiries, I am aware of your timeshare situation, and can imagine that if you had been oblivious to my situation you may well have been worried, fearing the worst.

You more than likely would have received your yearly timeshare maintenance bill, maybe even received calls from your timeshare company or 3rd party timeshare relinquishment companies who specialise in putting the fear of god into you!

WELL, LET ME REASSURE YOU, I am back at work from the 12th March 2018, and will be catching up on progress with every one of my client's casefiles, aiming to conclude the active casefiles which have had a delay very quickly.

I will be in touch with you soon, please can you make sure you check your emails regularly, as communication by email certainly does aid the speed of my work.

Can I also take this opportunity to emphasize that despite my sickness absence from work, at NO point were you at risk of any financial or legal liability to your timeshare ownership company, and below you will see a very positive 2018 update on timeshare news, and how legal circumstances have changed within the Supreme Courts regarding timeshare ownerships.
(please digest this report)

Please bear with me, once I have either answered your queries or concluded your active case file you will be very happy, as my knowledge on these matters is superior to most, and even though you may have been worried, you will see your timeshare issue completed very shortly.

I will be communicating with you very soon.

2018 TIMESHARE NEWS UPDATE

Through the course of 2017, it was an unbelievable year regarding timeshare litigation (actions brought into court to enforce a particular right) and I spent many hours examining litigation cases against Diamond Resorts, Silver Point, Club La Costa, Anfi Resorts, Regency Resorts, Petchey Leisure & Heritage Resorts to name a few.

I have now represented timeshare owners for over 5 years, negotiating relinquishment's, obtaining required resolutions and confirming unenforceable contracts.....but what I observed last year, particularly within the last couple of months of 2017, has thrown the timeshare industry into disarray, and actually confirmed and supported all of my previous legal findings.

Many of the mentioned Legal Actions (Court Appearances/Outcomes) can be viewed on the Canarian Legal Alliance website www.canarianlegalalliance.com a very reputable Spanish Solicitors who have gone to war with the mentioned timeshare clubs, challenging their so-called contracts within the Spanish Supreme Courts and obtained endless decisions in their clients favour, proving their so-called contracts are Null & Void due to lack of tangibility, specificity, infringements and perpetuity contract length.

Due to the recent 2017 court rulings, many timeshare clubs have been severely affected, due to their unenforceable membership contracts.

Anfi Resorts have to date been forced to pay out over £10,000,000 in compensation to their clients with monthly appearances within the courts. Their contracts deemed Null & Void due to lack of tangibility, specificity, infringements and perpetuity contract length

Silverpoint Resorts are now no longer selling timeshare products and have also been paying out millions in compensation to their members, with near most monthly appearances within the courts.

Diamond Resorts have also had their contracts deemed Null & Void due to lack of tangibility, specificity, infringements and perpetuity contract length. Diamond Resorts have now withdrawn their sales teams throughout Europe during the last quarter of 2017, and although not 100% confirmed as of yet, I have been informed that Diamond Resorts U.S are now allowing their American owners to hand back their deeds of ownership. It has also been reported that Diamond Resorts operations from Lancaster House have also been severely affected, with redundancies being made, reducing their staff numbers dramatically.

[Please click the following link to read about some of Diamond Resorts court cases within the Spanish Supreme Courts, all in favor of the member:](#)

Supreme Courts declare Diamond Resorts contracts Null & Void: [CLICK LINK...](https://canarianlegalalliance.com/?s=Diamond+Resorts)
<https://canarianlegalalliance.com/?s=Diamond+Resorts>

Club La Costa have informed several timeshare self-generated organisations that they "Do not tie any members into their memberships" maybe this is because the Spanish Supreme Court have also declared their contracts Null & Void!? They have been trying to squeeze a release fee from their members, but last year after we served relinquishment notices on Club La Costa, they sent a couple of payment requests to the member before writing to the member informing them that their membership was now terminated.

Heritage Resorts have also had their Floating Contracts challenged within the Spanish Courts and deemed Null & Void. "The contract lacks the object provided by law and thus violates the peremptory norm of Article 9.1, paragraph 3, of the Law 42/1998, under which the contract must necessarily contain accurate "description of the building, its location and housing on which rests the right, expressly registration data and the turn that is the subject of the contract, indicating the days and hours when it starts and ends. Law 42/1998 does not cover other types of contract such as this where the accommodation to which it refers is not determined; agreement that could have been protected by the rule in Article 1255 of the Civil Code if the law itself wouldn't have forbidden by pushing with nullity (Article 6.3 of the Civil Code) in defence of consumer rights. This requirement is also contained in Article 30.1.3º of the new Law 4/2012, of July 6, which is currently governing such contracts".

It concludes saying in its ruling that "we declare this jurisprudential doctrine: In the legal regime established by Law 42/1998 of 15 December on the rights of timeshare real estate for tourist use, lack of determination in the contract for accommodation, which is its object, determines the invalidity of that contract, as required by Article 1.7 in conjunction with 9.1.3º of that Act ".

U.S Timeshare Resorts have also been affected during 2017, with many now no longer trading due to state enforcement because of continuous mis-selling/misrepresentation. The most severely affected was the Manhattan Club in New York, who were challenged in court by the city of New York which resulted in the timeshare sales being completely closed down, staff being made redundant and compensation being awarded to their members for being mis-sold. To date, after examining public records I cannot find any evidence of any U.S Timeshare Resort enforcing any ownership action through the UK courts for any UK timeshare owner who owned a membership with any U.S timeshare club, my legal counsel has confirmed that there is no U.S Treaty to enforce civil debt within the UK.

Maintenance Liability

Before I sign off, I would like to address a concern I receive from my timeshare clients, and this is regarding maintenance bills and demands from their clubs, firstly, for many years this has been a very grey area regarding the legalities of these proposed enforceable yearly fees, and for many years I have investigated this area along with my legal counsel....to date, I have NOT uncovered any timeshare maintenance bill or demand that has been enforced through a UK or Spanish court.

It has been confirmed by my legal counsel recently that maintenance bills are not regulated by the Credit Consumer Act, so no timeshare club can put a negative/black mark against your credit history file for not paying your latest bill.

These bills are NOT legal demands, but purely requests for payment, there is a big difference, demands can be enforced, requests cannot be enforced.

One of the most frequent reasons clients contact us, is because they are worried about these letters. The clients presume these letters are debt collection letters, or letters from a "bailiff".

As such, I want to be 100% upfront about these letters. They are NOT threats or demands, and they have NO legal status.

All genuine debt collection letters contain 2 specific statements.

1. A Deadline 2) Threats of Further Action.

None of the letters you will receive will have these in, as it would be illegal, and you would have a claim for damages against your timeshare club or contracted debt collection company.

Under no circumstances should you make any payments, to your timeshare club, or to anybody else.

Please simply send me a copy of the letter, and then rip the original up and put it in the bin, safe in the knowledge that the letters have no power whatsoever. I obviously will always examine the letters and advise you if they do need any attention.

I have seen many of these letters and they all have the same features. They make some vague reference to fees being due, or to a section of the club rules and they then ask for a payment. At no point do any of the letters claim that there is a debt, or a legally enforceable claim by their client. They simply rely on people getting worried and making a payment in order to get rid of the worry.

Under the Administration of Justice Act 1970 and the Protection from Harassment Act 1997, it is a criminal offence for a person to attempt to force or harass a person to make payment on a

disputed account. As timeshare clubs have no legal basis to ask you for payment, they have carefully crafted their letters so that they are simply requests, or invitations, to make payment.

In my own personal opinion, it has took many years for the authorities to wake up to some of the practices involved within the timeshare industry, and for many years timeshare individuals and clubs have taken advantage of the situation due to their contracts never being challenged in any courts.....but...in my opinion, the timeshare industry is collapsing at a phenomenal rate, and justice is now being served with many timeshare clubs being closed down, many voluntarily closing their sales areas down, or simply pulling out of Europe where the laws have changed putting a stop to their mis-selling tactics!

So, on a very positive note, I do not want any of my timeshare clients worrying about their ownership's or recent payment requests put through their doors, just simply post them into me for inspection, and should anything need addressing, I would of course contact you.

Please Note:

My aim is to either answer any queries you may have or conclude any active case files as quickly as I can, in a matter of weeks, so please bear with me, I do have a lot of catching up to do but will be communicating with you shortly. Please check your emails regularly, and if you have any important issues regarding your timeshare, please send me an email to assistance@customersupportline.co.uk , because from Monday 12th March I will be in a position to reply to these. I will not be answering telephone enquiries immediately, as I need to get my head into my files and give your casefiles the attention they deserve, but I can assure you, I am now working casefiles and intend to conclude all case files quickly.

Yours Sincerely
Lance

Email from the assistant
Dear All,

My name is Joanne Johnson, temporary assistant drafted in to assist Lance with communication while he is away on bereavement and sickness leave.

On Wednesday the 6th December 2017, unfortunately, Lances mother passed away, which has had a huge impact on his life as he was basically the full-time carer for both of his parents. Since his mother's passing he has had to take time off work to care for

his father who has severe disability needs, and is in the process of arranging full-time care / housing for his father.

To add to his problems he has also felt very unwell, Lance suffers from an Immune System Disorder, and at one point they thought he may have contracted pneumonia. Lance is now on medication and trying his best to get well, his father settled, and back into work as soon as he is well.

Lance is aware that some of his clients may be worried that he has not corresponded with them for approximately 9 days, and has asked me to work through his client base informing you all of his situation. He has instructed me to state that he is totally aware of all of his client's case positions, and would like his clients to email him any letters/documents they may receive, or any developments regarding any assistance he is giving.

He will be playing catch up when he is back in work, but will be working through the Christmas period to get up to date with every casefile.

On a brighter note, Lance would like to inform everyone that on the timeshare front, there have been some huge developments within the Supreme Courts, with Silverpoint, Club La Costa, Regency Resorts, Petchey Leisure and Diamond Resorts contracts being declared null & void due to lack of tangibility & clarity, both the points systems and weeks systems. And due to this a few timeshare clubs have already stopped trading in timeshare, and others are already reducing their capacity within Europe.

Lance wishes everyone a Happy Xmas, and will be representing you all again very soon, a minor glitch in his life but as he has told me he will catch up on his work load very quickly.

Thank you for your patience.

Your Sincerely
Joanne Johnson

P.S... I am only temporary staff brought in to assist due to the circumstances, so I am unable to answer any queries regarding any case file work, Lance will be in touch with everyone once he is back & well.

