

As a, fully integrated, global partnership, we pride ourselves on our approachable way of working so please do not hesitate to contact us for any further queries you may have.

Our lawyers are legally authorised to operate in any Court of Law in Spain, Portugal, Italy & Malta.

The growth of the company during these years has been mainly due to numerous successes in cases similar to yours.

As you are now aware, we are currently involved in a Class Action for Punitive Damages against Resort Properties S.L, Silverpoint S.L and one of their Directors Mr Keith Baker.

A Class Action for Punitive Damages is a case filed to compensate claimants and more importantly to punish the defendant for wrongdoing and to deter other companies from acting in a similar manner.

Punitive damages are awarded in cases of malicious or willful misconduct towards a large group of people.

In this form of legal action, a group of people share similar circumstances, injuries or damages.

The lawsuit is filed by one lawyer representing multiple injured parties in their individual cases without prerequisite for their direct involvement.

To be part of a class action, the lawyer filing for the claim will only need to simply demonstrate that the experiences with all the claimants are similar and consequently not much evidence will be required and all diminutive evidence is deemed relevant and compelling, furthermore, the Courts in these cases are very lenient & compassionate with the decisions they make.

Further problems the Spanish courts are now aware of, are the ever-increasing annual fees and the fact that Timeshare contracts are designed so that owners are locked in for long term contracts or even "*in perpetuity*" where the Timeshare automatically forms part of your Estate and pass onto your descendants whether they welcome it or not.

It is highly likely that when you first signed up, for your ownership, the fees were very much lower than they are today. If fees were mentioned at all at the time, you'll find that the salesman no doubt brushed aside any questions with earnest promises about minimal increases.

Sadly and as the Courts are now aware, the truth has turned out to be very different, as fees have consistently risen much faster than inflation and frequently jumped up a level as timeshare resorts & schemes have naturally fallen under new management or unnaturally changed the company name they trade under.

Unfortunately, some owners have chosen to ignore maintenance fee payments as a way of disposing of their Timeshare contract. This action is not recommended and is itself in Breach of Contract. And in some cases is likely to trigger a sequence of events from the Timeshare Company, sending reminder letters, and pressurising phone calls, to fines plus interest on arrears, and eventually, debt collecting companies and Small Claims Court applications.

Our Consultants are often asked by clients, what happens when we pass away? Where passing on an asset such as a house or other properties that you owned, is normally considered a good thing, passing on a Timeshare is a liability.

We are frequently contacted by owners for whom this is a key consideration and wish to be released from their ownership contract, precisely to prevent it passing on to their children. Similarly, we frequently hear from people who have inherited a Timeshare / holiday ownership and have only more recently come to understand the present and future associated fee obligations.

On a more positive note; we are pleased to inform you that the information gleaned by our consultants has sufficed for lodging a full compensation claim. Our Lawyers have successfully lodged your claim yesterday.

The hearing is now set for Thursday 4th of May 2017 at 13:20 at the Santa Cruz Court No. 6.

We have attached a copy of the Court Lodgment, although obviously in Spanish, it shows the Court references, the amount your claim has been lodged for and the date of the hearing.

Should you wish to proceed and due to the many successful compensation claims achieved to date with similar cases, we wish to proceed along this route with yourselves on a no win, no fee basis.

Payments for services rendered will be only invoiced upon receipt of compensations or out of court settlements. Once compensation has been awarded and obtained, we will then invoice you for 20% of the total.

To proceed with claiming the amount of 21,934€ and insure you are no longer liable for any further future maintenance fees, as you have been informed, a refundable Fiscal Procurator fee will be imposed. This is normal practice in most European countries and is a requirement of law with all civil claims in Spain.

A Procurator fee of 1,112€ must now be paid then consequently charged to the company responsible for the damage and refunded to you in full. The procurators for this case are Davido Hurstom and we have enclosed their bank details for you.

To reiterate, due to our earnings being solely on a no win, no fee arrangement, our Lawyers will confidently pursue all avenues to gain maximum compensation on your behalf and are extremely confident of a successful conclusion.

Furthermore, by filing for compensation, you will automatically be entitled to an additional award for damages and interest of up to 40% of the total compensation awarded. That will be added to, and is separate to, compensation awards.

Nevertheless, by proceeding with this compensation claim, regardless of the compensation you will now be awarded by the courts, and due to the recent changes in timeshare laws and EU Directives, in accordance with the Consumer Rights Directive 2011/83/EU on various grounds such as the vast increase in annual maintenance fees, poor availability and the loss of exclusivity from their ownership as non owners are able to book holidays online directly.

Our Lawyers shall on your behalf exercise your legal right of exiting both your contract liabilities and payment of further maintenance fees in accordance with the **DIRECTIVE 2008/122/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 2009 and implemented in 2011 on the protection of consumers in respect of certain aspects of timeshare, long-term holiday products and ownership relinquishments.**

The above Directive provides protection to consumers by covering contracts for the sale of timeshare products and long-term holiday products to consumers. It also applies to the resale and exchange of timeshare products and long-term holiday products. It lays down rules on pre-contractual and contractual information, the right of withdrawal and ban on advance payments during the withdrawal period.

The timeshare company can then no longer lawfully request nor accept maintenance payments from you and must comply and acknowledge the final and complete relinquishment.

We trust the above is clear and pledge to be as proficient and professional as you would expect of a company of our standing.

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Assuring you of our best attention at all times, we would like to thank you for your involvement thus far and send you our best regards.

For further assistance or information regarding your claim, please do not hesitate to contact us on: **0034 822 680 048**, where an English speaking member of staff will gladly assist.

Yours sincerely



Ramon Quena Cinol

Departamento De Reclamaciones

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