



## Torcaz Abogados

/2020

Dear ,

Following your recent telephone conversation with our consultant from our Claims Department, as you are now probably aware, in recent years, the majority of registered consumer complaints filed to the European Complaints Authority have been timeshare related and the number of formal complaints registered with E.C.A (European Complaints Authority) concerning Holiday Ownership has increased dramatically over the past 12 months. However, on a positive note, consumers have never been better protected by law since the introduction of many EU Directives forbidding certain practices which were previously used by most Timeshare companies. The European Timeshare Directives (**94/47/EC**), **2008/122/EC** & **2011/83/EU** in accordance with the Spanish laws **42/1998 (15<sup>th</sup> of December 1998)** & **4/2012 (6<sup>th</sup> of July 2012)** and the Spanish authorities have recently been investigating into various irregular holiday operations throughout Spain and the Canaries and in most cases frozen bank accounts and seized assets are facilitating the lodgments of compensation claims and Lawyers can now assist owners and legal process in relation to such matters has become easier.

Our firm and several others are currently working in conjunction with the Spanish Authorities to administer various illegal issues regarding these holiday companies.

Our Company established by Mr Fernando García on September 1994, consists of a consortium of experienced and well respected Lawyers, consultants and administrators, overseeing all aspects of civil and criminal law, tribunals and compensation claims. We are officially recognised by the high Court of Santa Cruz and our lawyers are authorised to operate in any Court of Law in Spain. Our CIF; Código de Identificación Fiscal, (Fiscal ID Number) is **A43663289**.

Amongst other services we provide, this division was founded to aid and assist dissatisfied timeshare and holiday club owners and specialises in assisting them with various grievances they are experiencing with their ownership.

We are now acting on behalf of owners to recover monies paid towards misrepresented or fraudulent products. This can be anything from blatant mis-selling, misrepresentation to simply exercising their right of relinquishing their ownership (legally exiting from their perpetuity contract). The majority of complaints successfully dealt with by ourselves have been settled using tried and tested legal precedents.

The Spanish Authorities are now finally aware that every year thousands of holiday makers are duped into buying products, which do not live up to the expectations promised at the point of sale and for many; the salesman's promise of a lifetime of affordable, exotic holidays is now just a faded memory.

Consumers like yourselves are now entitled to file law suits against holiday companies due to 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 would then form part of your Estate and pass onto your descendants whether they welcome it or not.

The Authorities have now established that when you consumers like yourselves first had signed up for their ownership, the maintenance fees were very much lower than they are today and that if fees had at all been mentioned at the time, the salespeople were brushing aside any questions on them incrementing, with earnest promises about minimal increases. Sadly 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.

Following a ground-breaking ruling against, CLC World Hotels & Resorts S.L on Thursday 15<sup>th</sup> March 2018, one of the directors Mr James Barras pleaded guilty to the indictment of the Spanish civil code. The High Courts of Santa Cruz declared 28 of our clients' contracts NULL AND VOID & seized Mr Barras' assets & personal accounts in Spain & the Canary Islands.

In a clear and unprejudiced sentence that will undoubtedly send a significant shockwave through the Timeshare Industry, the Supreme Court supported the preceding High Court sentence which ruled in favour of our clients by declaring their contracts **NULL & VOID** in accordance with the **EU DIRECTIVE**.

In the detailed ruling various infringements of the Timeshare Law were highlighted but we feel the most significant to bring to your attention is the following:

**ILLEGALITY OF THE TAKING OF THE DEPOSITS:** During the cooling off period, even when done by a third party, as established in the 42/98 Timeshare Act.

**ILLEGALITY OF IN PERPETUITY:** Timeshare ownership rights for contracts signed after 1999 in accordance with the 42/98 Timeshare Act.

**These infringements are serious enough to render the contracts RADICALLY NULL AND VOID**, meaning that there is NO TIME RESTRICTION for a claim of this kind. However long ago the client signed their contract, they are still entitled to make a valid claim.

Needless to say, we are delighted with this outcome. Not only for our clients, but also because this hugely significant ruling will have an enormous, positive impact on this claim and all future claims as the previous case has now set an important precedent that has now paved the way for yourselves and further claimants to come forward and secure release from their contracts and seek compensation.

As you are now aware, we are currently involved in a Class Action for Punitive Damages against, Club La Cost S.L, Paradise Marketing & Mr James Barras.

Our Lawyers have on Tuesday the 24<sup>th</sup> of March successfully submitted the claim on your behalf and now await its official Lodgment on Thursday the 9<sup>th</sup> of April for a Court date on that day to be scheduled for the final hearing in Tenerife at the Santa Cruz Court First Instance No. 5.

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

Payments for services rendered will be invoiced upon receipt of compensation awards or out of court settlements. A 20% commission is then due as payment for services rendered.

We are very confident that there are very strong grounds for compensation as our lawyer submitting the claim were only asked to simply demonstrate that the experiences with all the claimants are similar and not much evidence was required and every diminutive evidence we had furnished the courts with will consequently be deemed relevant as presented details will be cross referenced with particulars already presented by other claimants involved and are legally then served as conjecture and admitted as compelling evidence.

In these kind of cases, the Courts are very lenient and compassionate towards the claimants with the decisions they make.

As confident and optimistic as our Lawyers are that the claim will be lodged, it's yet a decision the Court Procurator makes on the day on whether it is indeed lodged after all.

Here in Spain a Procurator is a legal body that works as an intermediate between the Court Judges and the Lawyers officiating on all matters, any civil matter you here in Spain approach the Courts with; there is always a Procurator authority involved.

There is a small fee imposed by them on you as a claimant should you decide to proceed. It is a refundable fee as on the day of the hearing it will be by the Courts charged to the defendant and refunded to you the claimant in full.

Should your Claim be lodged on the 9<sup>th</sup> of April, we will be given the date of the final hearing and we will also be privy to two things, one is how much your compensation Claim was lodged for and also how much the refundable Procurator fees are.

All the relevant information will be relayed to you immediately and it is then a decision you make on whether you wish to proceed with the claim for that hearing or not.

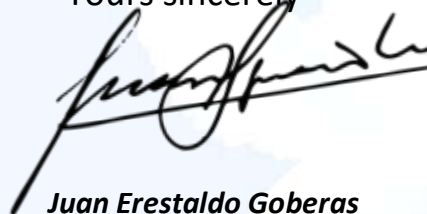
To reiterate, due to our earnings being solely on a no win, no fee arrangement, our Lawyers will confidently pursue all avenues to gain maximum compensation on your behalf and are extremely confident of a successful conclusion.

Mr James Stephenson from our Claims Department working front line with the Lawyers will be contacting you shortly after the lodgment to discuss its specifics and answer any questions or queries you may have about the Court procedures and implications and receive your consent to proceed with your case should you so decide.

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 have.

For further assistance or information regarding your claim, please do not hesitate to contact us on: **0800 862 0 311**, where an English speaking member of staff will gladly assist.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Juan Erestaldo Goberas', is written over a light blue circular background that features a faint map of the Canary Islands.

**Juan Erestaldo Goberas**

Departamento De Reclamaciones