

Октябрь 2015 г .: юридический прецедент установлен в качестве судебного прецедента, поскольку испанский суд постановил, что контракт CLC Timeshare недействителен и приказывает Club La Costa выплатить клиенту полную сумму.

- **Судья объявляет контракт Club La Costa Timeshare недействительным;**
- **Клуб Ла Коста обязал Клиента выплатить покупную цену, сборы и проценты;**
- **Club La Costa обязали оплатить судебные издержки;**
- **Клиент свободен от будущих обязательств Club La Costa Timeshare.**
- **Есть ли у вас право требовать возмещения стоимости покупки и сборов от CLC?**

Это новаторское судебное дело следует за аналогичными решениями против Anfi и других крупных групп таймшеров, создавая важные юридические прецеденты и давая надежду тысячам владельцев таймшеров, баллов и долей **Club La Costa (CLC)** , которые говорят нам, что они разочарованы тем, что платят очень высокие сборы. не имея возможности забронировать праздники, которые им обещали.

Если вам был продан какой-либо таймшер Club La Costa (включая недели, баллы, долевое владение или любое повышение класса обслуживания или «обмен») **с января 1999 года** , особенно если вы заплатили какие-либо деньги (депозит или полностью) или подписались на финансирование в течение **14-дневного периода обдумывания** - важно, чтобы вы связались с нами сейчас, чтобы узнать свои права.

OFFICIAL TRANSLATION

IGNACIO SÁNCHEZ DÍAZ - ATTORNEY AT COURT
NOTIFICATION TO THE ATTORNEY AT COURT: 30TH OCTOBER
2015

COURT OF FIRST INSTANCE NUMBER 4
FUENGIROLA, MALAGA
Ordinary proceedings 1820/14

J U D G E M E N T

In Fuengirola, on 29th of October of Two Thousand and Fifteen.

I, Ms Isabel Escribá Molina, the presiding Judge acting in support of the Courts of First Instance of this City, have seen these ordinary proceedings, dealt with at the Court of First Instance number 4 of Fuengirola with number 1820/2014 at the request of [REDACTED] represented by Attorney at Court Mr Sánchez Díaz, and defended by Solicitor Mr Vila Marcos, against company known as **CLUB LA COSTA WORLD**, which is in contempt of Court, with the purpose of making a monetary claim,

FACTS IN ISSUE

First.- Attorney at Court, Mr Sánchez Díaz, acting on behalf of [REDACTED] filed a claim, which, following the established distribution procedures, was to be seen by this Court, for ordinary proceedings against company **CLUB LA COSTA WORLD**. In this document, the explanation of the facts which shall be in summary indicated to follow, and the legal grounds deemed applicable, were followed by a request to the Court to have the claim admitted to proceed and following all the relevant legal formalities, a request to sentence the Defendant to pay the sum of [REDACTED] THOUSAND [REDACTED] STERLING POUNDS [REDACTED] sterling pounds), and to declare the agreements entered with the Defendant as void, as well as the reimbursement of all the subsequent sums paid by the Plaintiffs deriving from the agreements, together with payment of the interests and the court fees.

Second.- Once the claim was admitted to proceed and the Defendant had been summoned to Court, the latter did not make appearance in time and place, and thus it was declared in contempt of Court.

Third.- Having fixed the date for the preliminary hearing, the Plaintiff

DOÑA NIEVES ANDRACA DÍAZ, INTERPRETE JURADA DE INGLÉS NOMBRADA POR EL MINISTERIO DE ASUNTOS EXTERIORES Y COOPERACIÓN, CERTIFICA QUE LA QUE ANTECEDE ES TRADUCCIÓN FIEL Y COMPLETA AL ESPAÑOL DE UN DOCUMENTO REDACTADO EN INGLÉS.
MS. NIEVES ANDRACA DIAZ, OFFICIAL TRANSLATOR OF ENGLISH APPOINTED BY THE SPANISH MINISTRY OF FOREIGN AFFAIRS AND COOPERATION, HEREBY CERTIFIES THAT THE FOREGOING TEXT IS A TRUE AND COMPLETE TRANSLATION INTO SPANISH OF A DOCUMENT WRITTEN IN ENGLISH.

EN BENAIGNONA, A 17 DE NOVIEMBRE DE 2015.

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Interprete Jurada de Inglés

N.º 140

made appearance and declared that the case giving rise to the proceedings persisted and proposed a set of documents as evidence. Thus only documentary evidence was admitted to proceed and the proceedings were concluded awaiting judgement, in accordance to the provisions of Article 429.8 of the Rules of Civil Law Procedure.

LEGAL GROUNDS

FIRST.- The Plaintiff requests in its statement of claim a judgement as per the beseech section of the statement, with application of Court fees. Although the existing situation of a contempt of Court must not be considered as an admission of the facts or acceptance according to Article 496.2 of the Rules of Civil Law Procedure, however, the Plaintiff has provided the Court with sufficient evidence to support the facts constituting the claim. In the same way, the proceedings contain enough documentary evidence to support the claim filed, thus, the time share agreements of 8/07/2011 and 15/02/2011 entered by the parties can be declared as void and the Defendant can be sentenced to pay the sum of [REDACTED] THOUSAND [REDACTED] STERLING POUNDS [REDACTED] sterling pounds), increased by the relevant interest applicable according to Article 576 of the Rules of Civil Law Procedure.

SECOND.- Admission of the claim implies the enforcement of the Court fees on the Defendant, according to Article 394 of the Rules of Civil Law Procedure.

And by virtue of all the above, I hereby enter the following

JUDGEMENT

Having the claim filed by the Attorney at Court Mr Sánchez Díaz in the name and on behalf of [REDACTED] against **CLUB LA COSTA WORLD**, been admitted in all its aspects,

I.-) I hereby declare the time share agreements of 8/07/2011 and 15/02/2011 entered by the parties as void.

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MS NIEVES ANDRACA DÍAZ, OFFICIAL TRANSLATOR OF ENGLISH APPOINTED BY THE SPANISH MINISTRY OF FOREIGN AFFAIRS AND COOPERATION, HEREBY CERTIFIES THAT THE FOREGOING TEXT IS A TRUE AND COMPLETE TRANSLATION INTO SPANISH OF A DOCUMENT WRITTEN IN ENGLISH.

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Nieves Andraca Díaz
NIEVES ANDRACA DÍAZ
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N.º 140

II. -) I also sentence the Defendant to pay the Plaintiffs the amount of [REDACTED] THOUSAND [REDACTED] STERLING POUNDS [REDACTED] as well as the sums paid subsequently to the filing of the claim deriving from the agreements being declared as void, increased by the relevant interest applicable according to Article 576 of the Rules of Civil law Procedure.

III. -) I hereby declare that the Defendants be sentenced to pay the Court fees deriving from this procedure.

Please notify this judgement to the parties and inform them of their right to file a remedy of appeal which, where applicable, must be filed at this Court within twenty days following the date of notification, with the previous requirement of payment of a deposit of [REDACTED] into the deposits account of this Court.

PROVISIONS

The request made by Attorney at Court Mr Sánchez Díaz on behalf of [REDACTED] is hereby partially admitted to proceed. Please include in the judgement of 29th of October 2015 the following resolution:

"I hereby declare the finance agreements of 8/07/2011 and 15/02/2011 entered by the parties and connected to the time share agreements as void and the Defendant is hereby sentenced to pay for the cancellation costs"

Please notify the parties of this judgement, against which a remedy of appeal may be filed together with the judgement within the established timeframe to commence on the date following notification of this Proceedings.

And I hereby resolve, order and undersign this.

NIEVES ANDRACA DÍAZ

Traductora - Interpreter Jurada de Idiomas

N.º 140

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