

Your contact for a competent, target-oriented and success-oriented solutions

We are European Law Associates



Your contact for a competent, target-oriented and success-oriented solutions.

Every day we are active for our clients inside and outside the Spanish courts with focus on the application of the Spanish Timeshare Law and with one goal: the enforcement of claims and the corresponding payment of damages to our clients.

We give you the opportunity to work directly with an experienced lawyer who specializes in timeshare.

Timeshare

rental, sale, or better court



Our common Vision

is to provide you with simple and clear advice, which on the one hand shows you your personal case situation and on the other hand reflects a better picture of your investment in order to initiate the appropriate steps in the right direction in your own interest.

Most problems can be solved without having to fly to Spain, but simply and from the comfort of your living room.



You are important to us!

Especially when it comes to feedback from our clients. From our large portfolio of lawyers, partners and experts, we select those for you who specialise in your resort and provide you with the appropriate information and solutions in your language.



If you have booking difficulties due to the current situation, the payment of the maintenance costs is not in line with performance or cannot be made by you, or you have signed an illegal contract from the start, we will be happy to help you find the best way out of these commitments.





Why we are the right partner for you and why you can trust us:

Our team consists of highly qualified professionals with experience in spanish and international legal matters. With us, you get a clear and understandable explanation of the procedure.

We are also recommended by the European Consumer Center, as well as by the Spanish Embassy and the Foreign Office in your country.

Our lawyers are not only statecertified and have specialized in timeshare lawsuits since 2009, but are also listed as competent and active lawyers in the national bar associations, as well as in the spanish embassies in your countries.







1. Free case assessment

Send us your request or visit us. Another option is a VIDEO CONFERENCE with us, from the comfort of your office or living room! We can be reached via email, telephone, Whatsapp, fax and post.

So, how can you find out that your timeshare contract is illegal and that you are entitled to a reversal?

For this purpose, we give you a short and understandable list of the most important legal points related to your purchase contract.





1.Perpetual contracts (STG Paragraph 3 - Duration)

The duration of the contract must be between three and fifty years. If this is not the case, all contracts concluded after 5 January 1999 are illegal.



Flexible weeks and point systems (STG Paragraph 9 - content of the contract)

In the object of the contract, it must be clearly defined which exact calendar week is assigned to an exact apartment number. If this information is missing, the contract is legally ineffective.



3. Payment during cooling-off period (STG Paragraph 11 - prohibition of down payments)

All payments that the buyer has made to the seller before the withdrawal period has expired are prohibited and therefore illegal.

If you have made a payment within the cooling-off period, you are entitled to claim back double the amount of this payment.

If one of the above points occurs in your sales contract, you are definitely entitled to a refund of your money and should immediately do everything necessary for this!

If you would like a free case assessment, with a precise explanation of the calculation of the damage value as well as the costs to be incurred, please send us a copy of your contractual documents by e-mail to the following address: info@europeanlawassociates.com or call us on +34 928 367 954 to clarify any further questions.

2. Mediation

Order placement, preparation phase and extrajudicial procedure.

After examining your case with regard to violations of the law in your sales contract and sufficient written evidence to lead a successful court case.

First of all, our lawyers are authorised with a power of attorney to represent you before the Spanish Courts as well as in the first correspondence with the resort to place your request.

Our lawyers will then start the mediation process, in which an out-of-court settlement is attempted on the basis of the first legal letters. This is a formal step that is sought in every proceeding before a lawsuit is brought before the court.



4. Litigation

The court proceedings consist of the following steps, and you will be informed in detail as soon as your case is in the respective status:



1) Filing the lawsuit

The application to initiate legal proceedings is made by the lawyer in the absence of mediation and is submitted in Spain via the barrister (court commissioner) to the responsible local court. After the claim has been presented, the court will issue a confirmation and assign a case number to the process, which can be found in the relevant legal document.



2) Acceptance of the filing of a lawsuit by the judge

After the files have been created by the court secretary, the case is assigned to a chamber and thus to a responsible judge, who examines the case for sufficient evidence and, after consenting to the case to go ahead, sends a confirmation of the filing to the claimant and the defendant. Here the defendant is asked to comment, which can be received within a certain time window and included in the file so that the next step can be announced.



3) Preliminary negotiation

A date is set at which the respective legal representatives of the two parties can discuss the relevant written evidence in front of the judge and request further documents. This is an administrative procedure in which the client does not have to participate. After an assessment by the judge, the next step is determined, which is either a hearing date or the judgment itself.



4) Negotiation

When the date of the hearing is announced, it will also be stated whether the judge has called witnesses. If the client should be summoned to testify in court, there are various options for doing so, which the client will be informed of in good time.



5) Judgment

After the hearing, we await the ruling from the judge, which will be passed on to the lawyer in writing via the barrister. Here our clients receive a summary in their language of the crucial points of the verdict.

Please note: No statements can be made about the exact timing because of the different processing speeds of the respective chambers.

Our goal is to receive the full damage value plus sanction payment, interest and legal costs.

5. Enforcement of the judgment

After receiving a positive judgment, the time of the payout will not yet be determined, which is why most timeshare resorts do not pay voluntarily.

Therefore, we start a smaller, additional process that serves to enforce the judgment.

Thus, with the application of a further judgment, we obtain the enforcement of our client's claims against the debtor on the basis of an enforceable title. The time to settle the damage amount is determined in the form of cash payments or similar guarantees.

As soon as the resort has voluntarily or involuntarily deposited the damage amount with the court, it will be liquidated, transferred to the sub-account of our lawyer and from there transferred to the account of our client.





References

Konrad O.

Proceedings Against Marriott - First of all, I would like to thank you and your employees for the successful outcome of the litigation against Marriott. I am extremely pleased and satisfied with the result.

My experience with you and your team has been very impressive since the first contact.

I would particularly like to note the rapid handling of the organizational course of the procedure - within 5 days an appointment was made with a notary for the power of attorney, as well as all the necessary documents from Marriott and their translation provided; everything worked perfectly.

It was also interesting for me when I was there at court in Palma de Mallorca. This was not a problem after good preparation by my lawyer and a very competent interpreter. During the negotiation, I was asked a few questions, which I answered briefly and concisely. The next day I was able to fly home again.

The result: My contract with Son Antem was annulled and I got my purchase price back with an additional fee.

Finally, I would like to thank you and your colleagues once again for the good work!

Jan B.

After many years of trying to sell my timeshare, I was made aware of the possibility of legally reversing my timeshare contract. The timeshare consultants looked good and so I contacted their lawyers by email to see if something could be done with my contract. After I got the green light, had already received positive feedback from consumer centers and was able to establish contact with already successful clients, I started the procedure against Anfi.

During the proceedings, I was kept up to date by the administrative team about the current status of my case and this also encouraged me to have made the right decision. They answered my questions at all times and were available to me by phone and email.

The professionalism and clearly understandable advice from the beginning to the end of the procedure was very pleasant for me and above all important because the procedure was handled in Spain, and I had the feeling that I could rely 100% on my lawyers. And this is the way it was. The result in my case was very positive! To my surprise, my lawyer, Ms Diaz Pascual, was even able to add value, which was a great way to end the timeshare with Anfi. Because back then it was always said that the investment increases in value, which today could only be made possible through the court.

I can only recommend the timeshare consultancy to anyone who wants to say goodbye to a timeshare and see results! Here you are in very good and professional hands!



Our contact details

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