

# The only **real** solution to your timeshare problem



**reclaimgc**  
[www.reclaimgc.com](http://www.reclaimgc.com)

# Who are we?



**R**esalegc Marketing SL is based in Gran Canaria. Originally the company was established to buy and sell timeshare weeks from luxurious resorts here in Gran Canaria. We quickly found that there were many unhappy Timeshare Owners trying to sell their weeks for a fraction of the price they paid and whilst trying to help them we discovered a number of cases which successfully challenged the legality of several timeshare companies' contracts and their selling practices.

These legal cases covered a number of infringements of several articles of the Spanish Timeshare Act - particularly regarding the minimum content of the contract and the fact that a deposit was taken within the cooling off period. There were also a number of other infringements of general Civil Law, Consumer Protection Acts and the existence of misleading advertisements.

Following this discovery we created our new division – Reclaimgc – which is now dedicated to helping unhappy timeshare owners get their money back.

We are not lawyers and we do not provide legal advice - we simply provide a professional and comprehensive service which pursues the coordination of claims to the courts on behalf of the timeshare owners who can justify due cause for full compensation, and the lawyers who we recommend as apart of our service are specialists in this field.

Our aim now is to help our clients resolve their case as quickly and as stress free as possible.

[www.reclaimgc.com](http://www.reclaimgc.com)



# How can you help me?

If you are reading this brochure we suspect you are one of the thousands of unhappy people who have tried without success to sell your timeshare on the free market. You are probably amazed at how little people are prepared to pay for something which cost you thousands and you are probably resigned to the fact that your investment has been lost.

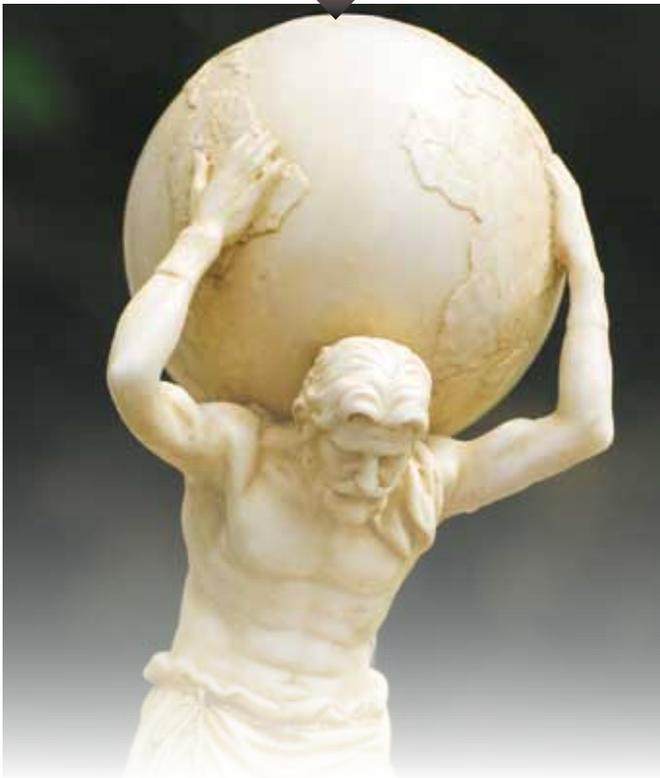
If all this sounds familiar then we could help you get up to **100% of your timeshare money back.**

Did you know that there are many timeshare companies who repeatedly and continuously breach the laws designed to protect the consumer? Did you know that they continue to issue defective contracts and blatantly refuse to stop taking deposits within the 10 day cooling off period and that both these practices are **ILLEGAL.**

If you visit our website at **www.reclaimgc.com** you can view some of the legal cases which have been successful in challenging timeshare companies. For the timeshare owners who won these cases the court deemed that their contracts were null and void and that they were entitled to a **full refund** of all the monies they had paid.

If you own timeshare and want to get your money back then contact us today.

[www.reclaimgc.com](http://www.reclaimgc.com)



**Is your timeshare problem weighing you down?**



**No more maintenance fees!**

# Does this mean that any one who owns Timeshare is entitled to a refund?

**N**o it does not. The timeshare law is very specific and certain rulings only came into place recently.

Can you answer yes to the following questions?

- Did you buy your timeshare / points directly from the resort?
- Did you buy your timeshare/points from a resort in the ECC?
- Did you pay any deposit at point of sale or during the cooling off period to the timeshare resort or to a trust company?
- Did you make your Timeshare purchase after 1999?

If you can then contact us straight away because you could be entitled to a **FULL** refund.

Just go to our **website** [www.reclaimgc.com](http://www.reclaimgc.com) go to the questionnaire section and complete the form which you can download directly. Within 24 hours one of our representative will call you to discuss your potential claim.

Our recommended team of legal experts have an in depth knowledge of financial contracts and can identify immediately if you have a valid claim.



All the information in our web

[www.reclaimgc.com](http://www.reclaimgc.com)

# What if I have a valid claim - what next?

**O**ur recommended lawyers prepare and pursue all our cases here in Gran Canaria. The reason they do this is for speed and consistency. Once they have established that you have a valid claim you will need to come out to Gran Canaria with all your original documentation so that they can start to prepare your case. We will accommodate you in one of our associated luxury resorts and you will be allocated your own personal representative who speaks your own language.

Your personal representative will guide you through the whole process whilst you are here in Gran Canaria. Normally this will involve a trip to both the notary and to the lawyer. It is a very simple and easy process which can be done in a day or two. Most of our clients chose to stay with us for one week combining a day's business with nearly a week's pleasure!!!

Once we have your documents and when the legal process has been instigated you can sit back and relax whilst your lawyer pursues the case for you.

Your personal representative will then be your main contact through out the whole process. At Resalegc we understand the importance of communication and we understand the need to be kept informed every step of the way especially when you are back in your home country. You will be given your own private log in on our web site and in here your personal representative will download all the papers relevant to your case so you can monitor its progress from the comfort of your own home.

We will provide you with regular updates on what is happening with your claim and we are available from 9.00am until 5.00pm every week day should you have any questions or concerns regarding your case.

[www.reclaimgc.com](http://www.reclaimgc.com)



# How much will it cost?

**E**ach case is different depending on the amount of timeshare which you own and how much you are claiming back. The initial assessment of your claim is **FREE OF CHARGE**.

If they establish you have a claim then the only upfront fee you pay is for the legal costs and this will be determined by the volume of your claim. This fee is fixed and established at the outset of your claim. It is fixed to cover all the legal costs associated with your claim regardless of how long it takes to secure a successful outcome and covers court costs, procurador costs and the cost of translating all your documents into Spanish.

Sounds expensive? Not really. Because of the volume of claims we are currently dealing with we have negotiated substantial discounts for our clients **AND** when your case is won these legal fees will be reclaimed back **ON TOP** of your original claim.

What are our fees? We charge a commission based on the volume of your actual claim. This fee will be payable only if your case is successful.

So there couldn't be a more cost effective way to pursue your claim!!!

[www.reclaimgc.com](http://www.reclaimgc.com)



# Other services

**W**hen our clients own timeshare and do not qualify for our reclaim services then we can list their timeshare week/weeks on our resale web site free of charge. We will endeavour to get our clients the best price possible and we only take a fee if we are successful in securing a buyer.



# Where to find us ....



**reclaimgc**  
www.reclaimgc.com

Resalegc Marketing S.L

C/ Ángel Guimerá nº14 35120 Arguineguín - Gran Canaria - España

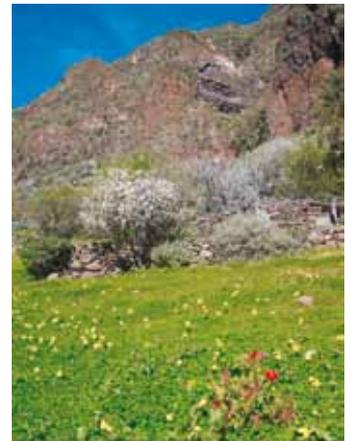
Tel.: +34928185028 - +34617453737 Fax: 928152842

Tenerife Office: +34 661 292 964

email: info@resalegc.com - www.reclaimgc.com



# .... in Gran Canaria





# Independent Legal Advisors



**R**eclaimgc has been established specifically to help timeshare owners take advantage of the potential for legal redress against timeshare sales companies who have acted outside the law.

As we have said we are not lawyers and we do not offer legal advice – what we do as part of our comprehensive and professional service is assign your case to one of our recommended legal advisors.

Our recommended legal advisors have been carefully selected because of the wealth of experience they have in the Timeshare Industry. Their skills in assessing a case, gathering evidence, building a legal arguments and pursuing parties who issue defective contracts is second to none.

## Spain

### Ceballos-Navarro

Miguel studied law at the University of Las Palmas, obtaining his degree in 1998. That same year he joined the Bar Association of Las Palmas and started to work in Correa Beningfield Law Firm. Having studied property and timeshare law in depth and speaking fluent English in 2010 he opened his own practice: Ceballos-Navarro. He and his partners have enjoyed considerable success since then which is evident from their growing client base.

Address: Ceballos-Navarro Abogados  
Calle La Lajilla 5-2  
35120 Arguineguin-Gran Canaria Spain

### Rivero & Mendoza

This law firm has been founded in 2007 by Esther Rivero Rodriguez and Miguel Mendoza Martín. Together with their team, they offer legal services in several areas of practice from civil to penal law, including labor, commercial family and real estate law. During the years they also gained a great experience in claiming against timeshare and pack businesses. Due to its location in a touristic area, the Firm has an international perspective.

Address: Rivero & Mendoza  
Edf. Mercurio Torre II, 7-1  
35100- Playa del Inglés- Gran Canaria Spain

### Mesan Abogados

Miguel Ángel Melián Santana studied law at the University of Las Palmas and obtained his degree in 2000. In 2002 he completed his master degrees in Informatics law in Madrid and soon after he set up his own practice. Following his own personal success in his own firm he formed an alliance with Oscar Salvador Santana Gonzalez and together they set up Mesan Abogados. Óscar studied law at the University of Trieste, Italy and at Las Palmas, Spain, obtaining his degree in 2001. In 2003 he completed his masters in real-estate Law. Like Miguel Santana he went on to open up his own successful law practice prior to forming the alliance Mesan Abogados with Miguel. Since 2010 he has also been undertaking pro bono work as a court appointed lawyer

Address: Mesan Abogados  
Pº Maestra Mª del Rosario Hernández Santana, Nº 11, 2ºB. C.P.  
35200.Telde-Gran Canaria Spain

### Notary Public (Notaría)

In Spain all legal documents have to be certified by a Notary Public. The notary is an independent Spanish legal body and Resalegc Marketing SL work with our local office based in Arguineguin Gran Canaria.

Address: Notario de Mogán  
Calle San Antonio 5, Bajos  
35120 Arguineguín - Gran Canaria  
SPAIN

## Germany

### Thomas Unrath & Co.

Thomas Unrath and Co was founded in 1993 in Radebuel and now has offices in both Dresden and Leipzig. Over the last 16 years Thomas Unrath has specialised in the Timeshare Law. In addition to the full complement of staff he has links with an international Spanish Lawyer.

Address: Thomas Unrath  
Bonsweiherer Str. 10a  
69509 Mörlenbach - Germany

# Legislation

**O**n the 26th October 1994, the European Communities adopted the following Law : “The European Directive 94/47/EC of the European Parliament and Council on the protection of purchasers in respect of certain aspects of contracts relating to the purchase of the right to use immovable properties on a timeshare basis”.

All EU countries were required to adapt their national law by the final date for implementation of April 29th 1997. The aim of the Directive to establish common rules to protect consumers in all EU Member States. The Directive covers transactions between commercial vendors and private buyers but excludes business-to-business transactions, agreements between private buyers and sellers, agreements with resale companies and agreements on canal/narrow boat timeshares.

It is important to note that the Directive applies to “any contract or group of contracts concluded for at least three years under which, directly or indirectly, on payment of a certain global price, a real property right or any other right relating to the use of one or more immovable properties for a specified or specifiable period of the year, which may not be less than one week, is established or is the subject of a transfer or an undertaking to transfer.” Such a definition could mean that companies selling “timeshare” of less than three years (such as holiday packages), for example, are not covered by the legislation and therefore are not required to offer a cooling-off period.

The four main points to the EU Directive are:

- ▶ **Buyers must have a statutory minimum “cooling off” period of ten days from signing the contract**
- ▶ **The taking of deposits before the end of the cooling off period is prohibited**
- ▶ **Contracts must be in the language of the Member State in which the buyer lives**
- ▶ **Purchasers must receive all descriptive information concerning the property and their rights.**

The Directive does not attempt to set up legal structures for timeshare. It is a consumer protection measure and concentrates on the position up to and including the time of the purchase contract.

OTE supports the provisions of the Directive recognising the imperative behind its inception, and continues to work with governments at both European and national level to create legislation and regulation that



safeguards the interests of the consumer and encourages the positive development of the industry. It is important to note that all OTE members, regardless of whether they are resale companies, companies selling weeks in canal boats or selling weeks with contracts of less than three years, are all obliged to adhere to OTE’s Code of Ethics. To add further protection to packs of less than three years, OTE has implemented a Holiday Pack Resolution which came into force in August of 1999 in order to protect consumers buying from OTE members.

## **History and Development of the EU Directive:**

In 1991 the European Commission announced its intention to present a Directive to protect consumers in relation to timeshare contracts. The proposal had three main sources:

- ▶ The European programme for consumer protection and information adopted in April 1975
- ▶ Resolutions of the European Parliament in 1988 and 1991
- ▶ Pressure from the UK Government for European-side legislation, following pressures on the UK Government by the UK timeshare industry to legislate.

The original draft Directive presented by the Commission covered most of the necessary ground - provision of information, cooling-off period, representation of purchasers in respect of ongoing resort management. The main area it did not cover was establishing minimum standards for the legal structure.

The national European timeshare industry associations grouped together within the European Timeshare Federation and spearheaded by the UK Timeshare Council, lobbied actively for the concept of a Directive which held a fair balance between the supply side on the one hand and the consumer on the other. They proposed detailed changes to the draft to achieve this

throughout the period up to the final signing of the Directive in October 1994.

Unfortunately, the general attitude of many Member States was that they would only support a minimalist Directive and the Commission was forced to substantially reduce the provisions of the original draft to obtain agreement. Many of the provisions for which the industry had lobbied to achieve a fair balance were omitted, although a substantial number had met with approval by Commission officials and representatives of Member States.

Summary of EU Directive In its final form the Directive deals only with the provision of information and arrangements for the purchaser to withdraw from the contract (cooling-off period). The main provisions can be summarised as follows:

▶ Article 3 Sellers have to provide information on the matters listed in the annex to the Directive, and the information becomes part of the contract.

▶ Article 4 The contract has to be in the language of the purchaser or the Member State in which the purchaser resides and be accompanied by a translation of the contract in the language of the Member State where the resort is situated.

▶ Article 5 **The purchaser has to have a minimum cooling-off period of 10 days from the signing of the contract** or of 3 months plus 10 days if the contract does not contain the obligatory information.

The right to withdraw is to be exercised by notice to the person appointed for that purpose in the contract.

The notice has to be given but need not be received before the expiry of the period. If the right to withdraw arises because of lack of information, there is no obligation on the purchaser to pay any of the seller's expenses. If it is exercised within the 10 day period there can be an obligation to pay the necessary legal expenses of the vendor which have to be expressly mentioned in the contract.

▶ Article 6 **Advance payment by the purchaser, e.g. by way of deposit before the end of the cooling-off period, is forbidden.**

▶ Article 7 Related contracts for financing the purchase are automatically subject to the same rights of withdrawal if these are exercised in respect of the purchase contract.

▶ Article 8 Contracting out of the provisions which benefit the consumer is not permitted.

▶ Article 9 No clauses adopting a system of law which would deprive the purchaser of the Directive's protection are permitted if the resort is in an EU Member State.

▶ Article 11 Member States can add provisions more favourable to purchasers, but not cut down the protection provided for in the Directive.

▶ Article 12 Member States were required to incorporate the provision of the Directive into national legislation by 29 April 1997.





# Frequently Asked Questions



## How do I know if I am eligible for a claim?

If you bought your timeshare directly from the Developer (not a resale) and if you bought it after 1999 and if you paid a deposit within the 10 day cooling off period then almost certainly you will be eligible. However, our recommended lawyers will go through your timeshare agreement in detail and advise us on the best course of action. This initial assessment is **FREE OF CHARGE**.

## Does this apply to timeshare purchased anywhere in the world?

No, only timeshare bought from resorts within the ECC.

## How long will it take?

As long as you are eligible and as soon as we have all your original documentation our recommended lawyers will launch your case immediately. From the moment they launch the case it can take up to 2 years before the court awards you your refund.

## How much money will be refunded back to me?

This will depend on your individual case but our recommended lawyers will request a full refund of the amounts paid for your timeshare, full repayment of all legal fees paid plus they will claim interest for the time your money has been tied up in your timeshare purchase. In many cases they can claim up to **double the amount you paid** for your timeshare purchase.

## What are your fees?

We charge a commission of 25% of the amount which you are awarded by the court (excluding legal fees).

## Are there any other costs and what are they for?

Yes you will have to pay a legal/ administration fee. This fee is fixed and established at the outset of your claim and is relative to the volume of your claim. It is fixed to cover all the costs associated with preparing and bringing your claim to a successful conclusion. It covers lawyers' costs, generator costs, procurador costs, the cost of translating all your documents into Spanish and any other third party costs which we may need to incur on your behalf. However all these costs will be added to the amount we will reclaim on your behalf.

## Although I am eligible I'm still paying for my timeshare week on finance?

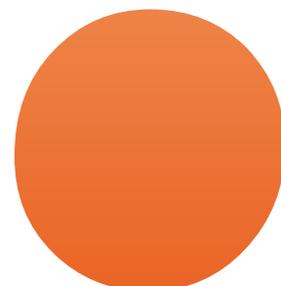
The lawyer responsible for your case will contact your finance company and inform them of your dispute with the sales company and request that your payments be suspended until the dispute is resolved.

## Can I still use my timeshare if I am making a claim?

As long as your maintenance fees are paid then your membership rights are unaffected by your claim.

## What if I do not want to use my week any more – do I still have to pay my maintenance fee?

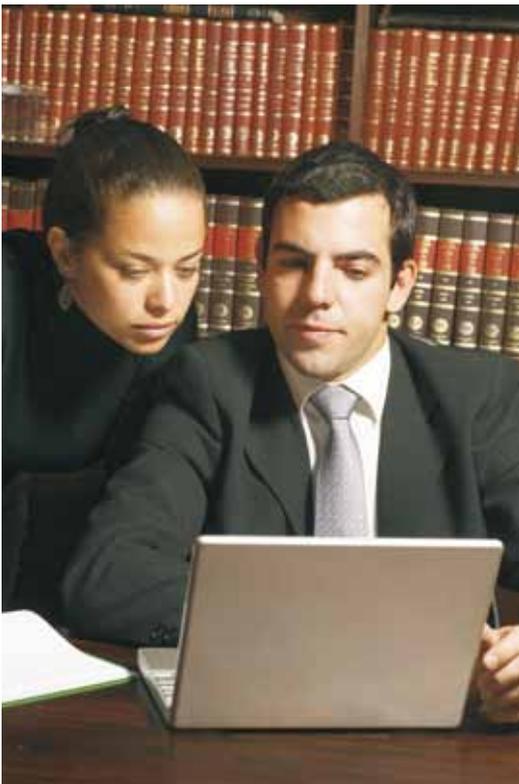
The lawyer responsible for your case will contact the resort and request that the fees be suspended until the dispute is resolved. However, until a decision is made by the judge the resort still has the right to pursue you for the maintenance fees and where they do this your lawyer will advise you to keep paying until receiving the sentence.



# We reclaim ....



[www.reclaimgc.com](http://www.reclaimgc.com)



# .... while you relax

in one of our affiliated Luxury Resort

[www.reclaimgc.com](http://www.reclaimgc.com)



# .....and then go home with no worries

..... because our team of experts are busy reclaiming back  
your money!

