

Jurisprudência**Informações sobre o processo**

ID nacional: Supreme Court of Justice, Judgement 700/10.7TBABF.E3.S1

Estado-Membro: Portugal

Designação comum: N/A

Tipo de decisão: Decisão do Supremo Tribunal

Data da decisão: 17/11/2021

Tribunal: Supremo Tribunal de Justiça

Assunto:

Requerente:

Requerido:

Palavras-chave: shared time, contract, timeshare contract, test, performance

Artigos da diretiva

Timeshare Directive, [Article 2, 1.](#), (a) Timeshare Directive, [Article 1, 1.](#)

Nota introdutória

In the analysis of the contract concluded between the plaintiffs and the defendant, in its economy and in view of the evidence that has been established, we understand, in accordance with the instances, that it is necessary to conclude that the essential provision is the one that grants the ownership of the right to occupy vacation suites with the remaining rights being included in relation to the central one.

Factos

AA claims that the defendant ceded the use of 4 golf suites for a period of 30 years upon payment of a price. The clauses that bind them were prepared in advance, without prior discussion and unilaterally drafted by authors, in addition to having only been communicated later and even unilaterally changed. They argued that the contract will be subject to the regime of tourist housing rights, the first claim being based on this assumption.

Questões jurídicas

How can the court qualify a contract for the periodic use of goods?

Decisão

The proven facts show that the defendant created in the plaintiffs the conviction that they would acquire, as they did, a product similar to what is commonly known as timesharing, albeit with some differences, the product acquired being centered on the right to be able to enjoy these same suites, or of the same type, for a certain period of time with the option of exchanging their periods of occupancy with other resorts around the world, of leasing them and of transferring the rights and duties inherent to the quality of members and having the same will.

URL: <http://www.dgsi.pt/jstj.nsf/954f0ce6ad9dd8b980256b5f003fa814/01bb1fdaf8a3b6f980258790005c670c?OpenDocument&ExpandSection=>

Texto integral: [Texto integral](#)

Processos conexos

Sem resultados disponíveis

Bibliografia jurídica

Sem resultados disponíveis

Resultado

The Court upheld the second instance court's decision.

With this decision, the Court decided that there is a breach of law when, in order to avoid complying with the legal requirements established in the regime of the real right to timeshare and in the general contractual clauses, the defendant celebrates with the authors a contract of adhesion to an association and in which, as a right of the associates by virtue of from this membership, those rights are granted.