

**Case law****Case Details****National ID:** EirAthinon 686/2002**Member State:** Greece**Common Name:**link**Decision type:** Other**Decision date:** 01/01/9999**Court:** Eirinodikeio (Court of first instance, Athens)**Subject:****Plaintiff:****Defendant:****Keywords:****Directive Articles**Timeshare Directive, [Article 1](#) Timeshare Directive, [Article 4](#)**Headnote**

1. The court explored the question of agreeing a preliminary timeshare contract. It looked in particular at an offer from the company of a luxury 7-day trip... on the proviso that the customers attend another company event in advance. It also looked at the customer's challenge to the contract on grounds of wilful deception.

**Facts**

The agents representing the company informed the couple (henceforth the "plaintiffs") by telephone that they had won a luxury 7-day trip offered by the company (the defendant). In order to be able to take up the offer, they were supposed to obtain the relevant travel documents during the course of a three-hour event hosted by the defendant. The plaintiffs were assured that they would receive their prize without having to meet any particular obligation. During the event, the company's agents gave a presentation about their business activities, which was concluding timeshare contracts. During the event, the plaintiffs signed one such preliminary timeshare contract, after which they were supposed to conclude a timeshare contract with the defendant according to which they would rent a hotel room, on a timeshare basis, for one week a year until 2060. The total rent was 11,738.81 euros. Subsequently, after reading more carefully the details of the contract at home, the plaintiffs established that the terms and conditions of the contract were particularly unfavourable. They thus faxed a written statement to a representative from the company declaring their intention to withdraw from the contract. The plaintiffs filed a lawsuit challenging the contract on grounds of wilful deception. Furthermore, the plaintiffs claimed for 2,934.70 euros in compensation for personal suffering.

**Legal issue**

The district court ruled that the preliminary contract was null and void on grounds of wilful deception. Having examined the facts of the case, it was obvious that the plaintiffs had no opportunity to compare the relevant prices with the defendant's competitors. The defendant's agents described their contract as being particularly good value, while the relevant brochures were written in English and only showed pictures of the best parts of the islands, so as to persuade the plaintiffs to agree the contract. Consequently, the court declared the contract null and void, but rejected the plaintiffs' claim for damages.

**Decision**Full text: [Full text](#)**Related Cases**

No results available

**Legal Literature**

No results available

**Result**