

**Ítélezési gyakorlat****Az ügy részletei**

**Nemzeti azonosító:** Kúria Pfv.V.21.640/2014/4

**Tagállam:** Magyarország

**Közhasználatú név:** N/A

**Határozat típusa:** Legfelsőbb bírósági határozat

**A határozat napja:** 11/03/2015

**Bíróság:** Kúria

**Tárgy:**

**Felperes:** unknown

**Alperes:** unknown

**Kulcsszavak:** model withdrawal form, timeshare contract, withdrawal period

**Az irányelv cikkei**

Timeshare Directive, [Article 5, 4.](#) Timeshare Directive, [Article 6, 3., \(a\)](#)

**Megjegyzés**

In case a business party offering timeshare products uses an agent to execute the timeshare contract on its behalf, the standard model withdrawal form must contain the name and seat of that business party, and not that of the agent. Failure to provide such information shall result in the extension of the withdrawal period.

**Tények**

Plaintiffs had entered into a timeshare contract regarding an apartment with defendant I, who was the owner of the property. However, the timeshare contract had been signed by defendant II acting as an agent of defendant I. Approximately 3 months later, the plaintiffs wished to exercise their right of withdrawal and requested the full refund of the amount previously paid by them, but defendant I refused the withdrawal claiming that the deadline for withdrawal had already expired.

Plaintiffs claimed that the right of withdrawal had been exercised in time as the deadline had been extended with one year. The grounds for the extension was that the model withdrawal form provided to the plaintiffs contained the information (name, address) of defendant II, who was just an agent of defendant I. The plaintiffs claimed that since the actual contracting party was defendant I, the model withdrawal form should have contained his information. Therefore, the plaintiffs had not been provided with the model withdrawal form in line with the applicable laws, and thus the withdrawal period had extended with one year.

The first instance court ruled in favour of the defendants stating that indicating the information of defendant II in the model withdrawal form was sufficient, since defendant II had the right to fully represent defendant I, therefore the deadline for withdrawal had not been extended.

Plaintiffs appealed the decision and the second instance court reversed the judgement of the first instance court ruling in favour of the plaintiffs. The second instance court stated that the model withdrawal form should have contained the information of defendant I, since he was the actual contracting party. Therefore, the plaintiffs had not been provided with the model withdrawal form in line with the applicable laws, and thus the withdrawal period had extended with one year. With the deadline extended, the second instance court determined that the plaintiffs had exercised their right of withdrawal in time.

Defendants requested the Curia's revision of the second instance judgement, but the Curia upheld the decision with the same reasoning.

**Jogi kérdés**

In case a business party offering timeshare products uses an agent to execute the timeshare contract on its behalf, the information of which entity should be indicated in the model withdrawal form?

**Határozat**

The Curia upheld the decision of the second instance court stating that the model withdrawal form should have contained the information of defendant I, since he was the actual contracting party. Therefore, the plaintiffs had not been provided with the model withdrawal form in line with the applicable laws, and thus the withdrawal period had extended with one year.

Teljes szöveg: [Teljes szöveg](#)

**Kapcsolódó ügyek**

Nincs találat

**Jogi szakirodalom**

Nincs találat

**Eredmény**

The Curia upheld the decision of the second instance court.