

# Welcome to the cancellation of CONTRACT



The Hub-Ireland



# THE HUB Ireland

The first point must be stressed: it does not suit everyone but it suits most.

- European legislation/directive 85/577 EEC

European legislation/directive 85/577 EEC being the European Communities Cancellation of contracts negotiated away from business premises Act 1989

The Hub – Ireland will now tell you just how simple it is to get your money back: “reset the clock back to zero”.

Sit back; relax and enjoy, most have just got the upper hand and don't even know it.

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# 7 Day Cooling Off Period

- Had enough, want out: not everyone will fit the bill; give the keys back and walk away but walk away with all of the money you ever parted with, reset the clock as if you never met the Bank.
- Here is the nutshell version: you did not sign for your mortgage in the bank, think, did you walk through the banks doors, sit at the desk and sign for your mortgage: NO, if you signed in a brokers, solicitors, pub or car park: you should have been given a 7 day cooling off period (one piece of paper that said “if you changed your mind within 7 days, sign and send back).

Because the 7 day period was not given; then the period is still, effectively, running: this little feck-up cost the German Banks 10 billion, it has been know about for a long time but buried.

- Look around the room: who is smiling?
- Deposit = yep
- Payments = yep
- New windows = yep
- Doors = yep
- Solicitors costs = yep
- Reset the clock = back to zero
- Smile: you just won The Hub-Ireland Lotto

# A winner for most people

- The guy that gave us this information gave it free: and that is how it must stay, he paid Senior Council seven grand for an opinion and what came back was “watertight”.
- There has been a knee-jerk reaction from the banks and sub-prime lenders; the letters coming back are waffle on waffle, varying degrees of crap: we have and continue to collect precedence (previous cases), the cancellation has been in the High Court twice and the Circuit twice with differing degrees of outcome: from “we need an adjournment to whilst you have cancelled the contract, that is for consumers, yours is a commercial loan: which is rubbish we are all Consumers”.

The Banks will not go down without a fight but here is your best shot:  
They will come back to you with a letter/s full of ?#?hite?.



Is there precedence (case history): oh yes, like we said “this little feck-up cost the German Banks over 10 billion. Anyone smiling?”

# Here is the Dear John Letter

- Dear Sirs,  
I am writing to advise that pursuant to European legislation/directive 85/577 EEC being the European Communities Cancellation of contracts negotiated away from business premises Act 1989, that I am electing to terminate and cancel the above mentioned contract with immediate effect. As you failed to advise my cancellation rights of contract, formation and have also failed to provide a cancellation form/notice, I am now seeking to exercise this option, which I have recently learned off. We need to agree a time and location so I can arrange the transfer of the property to yourselves.  
However, prior to this, you will need to reimburse me for all the moneys paid on the contract to include interest on the same. The capital outlay and furniture and fittings we will need to agree on a final sum. I am suggesting a date of xxxxxxxxxxxx 2016 to formally hand over the property and would appreciate if you can respond with your response within 7 days.  
Yours faithfully.

Enjoy: the full cases and all info  
is on our web site: search  
“cancellation of contract”.

<http://www.thehub-ireland.com/>



# Some answers for your Banks

- You seem to have your facts wrong with regards to the cancellation of contract, All of the points you have raised or may wish to bring up in any future argument are answered as:
  - Ireland are full members of the European Union and governed by their legislation.



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- Distant marketing simplified: we did not sign the mortgage / contract at the Banks / Building Society office, we signed at a brokers office: we were not given the piece of paper outlining our rights to a cooling off period or the standard letter to invoke the right cancel the contract with the seven days: Bank / Building Society did not close the door on the above and so the time period is still running. I now exercise that right.
- That EU Directive was repealed and replaced by another directive called the Consumer Rights Directive 2011/83/EC; the mechanics of how EU law is implemented and operates. There are 3 basic principles of EU law equivalence, effectiveness's and legal certainty. Research them. Case C 268/06 Impact v Minister for Agriculture and Food [2008] provides useful guidance.



- Not to be confused over immovable property and the rulings by the ECJ as it applies to secured credit agreements, before making this assumption you should brush up on the teleological interpretation of EU law and recognise that is a valid form of construction under Marleasing principles by virtue of Section 6 of the Interpretation Act of 2005.

- You should also realise that the Supremacy of EU Law is recognised as a provision of Bunreacht Na HEireann under article 29.6. The Courts and Judges as organs of the state are bound to respect that. See also Costa V Enel C 6/64.

# More arguments:

- I cancelled the contract under SI 224/1989 which implemented Directive 85/577/EEC. The contract can nevertheless be cancelled under SI 853/2004 where the judge is of the view that the Financial Institution breached Sections 9 (5). I say they have breached this SI 853/2004 materially in many respects with respect to the agency arrangements.
- Whilst I am glad to see that you do not argue it does not apply to ‘immovable property’ for the benefit of your client; the Bank / Building Society never sold me a house. There was a secure credit agreement before I cancelled it. A secure credit agreement is more commonly known as a “mortgage”.

# Case Precedence:

- Judgement of the Court:  
Case C-350/03: Elisabeth Schulte and Wolfgang Schulte v Deutsche Bausparkasse Badenia AG
- Judgment of the Court (Sixth Chamber) of 13 December 2001. Georg Heining and Helga Heining v Bayerische Hypo- und Vereinsbank AG. Reference for a preliminary ruling: Bundesgerichtshof - Germany. Consumer protection - Doorstep selling - Right of cancellation - Agreement to grant credit secured by charge on immovable property. Case C-481/99.

# The answers before they start the argument

- Ireland are full members of the European Union and governed by their legislation.
- Distant marketing simplified: we did not sign the mortgage / contract at the building society office, we signed at a brokers office: we were not given the piece of paper outlining our rights to a cooling off period or the standard letter to invoke the right cancel the contract with the seven days: ICS Building Society did not close the door on the above and so the time period is still running. I exercise that right.
- That EU Directive was repealed and replaced by another directive called the Consumer Rights Directive 2011/83/EC; the mechanics of how EU law is implemented and operates. There are 3 basic principles of EU law equivalence, effectiveness's and legal certainty. Research them. Case C 268/06 Impact v Minister for Agriculture and Food [2008] provides useful guidance.

# Don't forget that this directive has cost the German Banks over ten billion.

- That the date of effective repeal of SI 224/1989 is 13 June 2014, nevertheless, the ancillary / substantive right that I have to cancel the contract is acquired still held under the old Directive 85/577/EEC and its implementing SI 224/1989. Although the Directive and SI was repealed my rights to cancel are still valid and enforceable by virtue of Section 27 of the Interpretation Act 2005. It Survives, the ECJ has ruled on this definitively the right to cancel under 85/577/EEC is not temporal when consumers have not being advised of that right.
- Not to be confused over immovable property and the rulings by the ECJ as it applies to secured credit agreements, before making this assumption you should brush up on the teleological interpretation of EU law and recognise that is a valid form of construction under Marleasing principles by virtue of Section 6 of the Interpretation Act of 2005.

- Whilst I am glad to see that You do not argue it does not apply to ‘immovable property’ for the benefit of your client; xxxxxxxx never sold me a house. There was a secure credit agreement before I cancelled it. A secure credit agreement is more commonly known as a “mortgage”. If you are confused, xxxxxxxxxx, should perhaps review the Conclusion of Advocate General Leger at paragraph 72 of the Heininger case C 481/99 where he states:
  - 72. In the light of these considerations, I propose that the Court give the following answers to the questions referred by the Bundesgerichtshof:
  - (1) A **mortgage loan agreement** with a view to the purchase of immovable property, entered into by way of a doorstep transaction, ***falls within the scope of Council Directive 85/577/EEC*** of 20 December 1985 to protect the consumer in respect of contracts negotiated away from business premises.
  - (2) ***Directive 85/577 precludes national legislation limiting in time the right of cancellation where the consumer's right to information under Article 4 of the directive has not been observed.***

## A Free Self-Help Group

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Fighting The Banks on a Level Playing Field  
Unit 1, 21 Little Mary Street, Dublin 7



The Hub - Ireland is there to lend a hand in how to fight back, it is a group of like minded people who have had enough of being pushed around by the Banks. Time to start fighting back.

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The Banks were bailed-out  
we were not

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Please contact our local Hub groups in  
your area, use facebook to find them

# www.thehub-ireland.com

- That's it for now; there are cases that we have on file and we will update our web site with the cases.
- The direct was given to Senior Council and our friend ended up paying seven thousand for her written submission: this can also be seen on our web page.



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