



Bratislava, 27.09.2006

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Our reference

Approaches in communication with the "Intercable Verlag AG" Company

Dear Mr.

Thank you very much for your letter dated 24.09.2006 in which you asked the Embassy for an advice in the matter of Intercable Verlag AG in connection with

Please send us a copy of the whole documentation concerning your communication with Intercable company (contract, correspondence) which will be forwarded to competent Swiss authorities. Unfortunately, the Swiss authorities cannot achieve the cancellation of the contract. The Swiss Law provides you several possible actions (Art 23 of the Code of Obligations):

- If someone has been deceived into concluding a contract, he can challenge the contract **by writing a letter to the counterpart within a year of discovering the error, stating that he has been deceived and that he considers therefore the contract to be invalid.** The contract is then considered to be annulled (Art. 23 of the Code of Obligations); the consequence being that there are no outstanding obligations of any kind.
- If a debt collection company or another representative of the counterpart should insist on paying the money, the debt collection company respectively the representative of the counterpart should also be informed that the contract has been annulled.
- Only the civil judge has the power to definitively state whether the challenged contract is really invalid, provided that the party insisting on the validity of the contract initiates civil proceedings.

With the above statement it is not yet clear whether this case falls under the Slovak jurisdiction.

I hope to have helped you with this information.

Best regards,

For the Ambassador of Switzerland

Stefano Poretti
Consul