



COURSE DATA

Data Subject

Code	35207
Name	Civil Law II
Cycle	Grade
ECTS Credits	9.0
Academic year	2024 - 2025

Study (s)

Degree	Center	Acad. year	Period
1303 - Degree in Law	Faculty of Law	2	Annual
1921 - Double Degree Program BMA & Law	Faculty of Law	2	Annual
1922 - Double Degree Prog. Law-Political Science	Faculty of Law	2	Annual
1923 - Double Degree Programme Law-Criminology	Faculty of Law	2	Annual
1930 - Double Degree Programme in Law and Political and Public Admin. Sciences	Faculty of Law	2	Annual

Subject-matter

Degree	Subject-matter	Character
1303 - Degree in Law	10 - Civil law	Obligatory
1921 - Double Degree Program BMA & Law	3 - Year 2 compulsory subjects	Obligatory
1922 - Double Degree Prog. Law-Political Science	3 - Year 2 compulsory subjects	Obligatory
1923 - Double Degree Programme Law-Criminology	3 - Year 2 compulsory subjects	Obligatory
1930 - Double Degree Programme in Law and Political and Public Admin. Sciences	3 - Asignaturas obligatorias de segundo curso	Obligatory

Coordination

Name	Department
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SUMMARY

The Right subject Civilian II has character of compulsory and imparts of annual form in the second course of the Degree of Right with a load lectiva of 9 credits ECTS (225 hours).

The matter is regulated in the Book IV of the Civil Code (obligations and agreements), although also it develops in an every time main number of special laws. REGARDING the contents, includes the general theory of the obligations, the general theory of the agreement, the agreements in particular (especially, compraventa, barter, donation, agreements of use and leases, agreement of work, agreement of services, agreement of societies, agreements of management, agreements of financing and guarantee, agreements in the litis, agreement of foods and vitalicios, game and atypical agreements) and the civil responsibility extracontractual. It treats, then, of one of the most important fields of the Civil Right patrimonial and is the base on which assent the acquisition of the real rights and also the dynamics of the juridical traffic-economic.

PREVIOUS KNOWLEDGE

Relationship to other subjects of the same degree

There are no specified enrollment restrictions with other subjects of the curriculum.

Other requirements

There are no specified enrolment restrictions with other subjects of the curriculum

COMPETENCES (RD 1393/2007) // LEARNING OUTCOMES (RD 822/2021)

LEARNING OUTCOMES (RD 1393/2007) // NO CONTENT (RD 822/2021)

Civil Law II must be oriented for the student to obtain the following learning outcomes:

- Know and use appropriately the terminology of the Obligations Law.
- To understand the basic concepts of the Obligations Law, and especially the Contracts Law.
- To know and use the Spanish system of sources of obligations.
- To know in depth the basic aspects of the general theory of obligation.
- To know in depth the basic aspects of the general theory of contracts



- To know the typical contracts and modalities, including the general conditions of contracts and the electronic contracts.
- To be able to read and write a contract.
- To know the current state of Community Law of contracts, and the consumer protection and damages.
- To know the basic aspects of consumer protection in the area of Obligation and Contract Law.
- To know the Tort Law and the different systems of civil liability

DESCRIPTION OF CONTENTS

1. General Obligation theory

The general theory of obligations necessarily includes the following topics:

- Concept and sources of obligations
- Elements and circumstances dealing with the obligatory relationship
- Compliance of obligations
- The breach of duty
- Defence and guarantees of the the credit right and the concurrence of creditors
- Modification and extinction of obligations

2. Contract general theory

The general theory of contracts necessarily includes the following topics:

- Introduction to Contract Law
- Essential requirements for the contract
- Creation of contracts
- Interpretation of contracts
- Validity and effects of contracts
- Nullity and breach of contract

3. Contracts



The agreements in particular include necessarily the following subjects:

- onerous Agreements with purpose traslativa: compraventa. Barter.
- Free agreements with purpose traslativa: donation.
- Agreements of use and enjoy: lease of things. Urban leases. Leases rústicos. Comodato. Precarious.
- Agreements of provision of services: agreements of services. Agreement of mandate. Agreement of work.
- Agreements of deposit.
- Agreements of financing. Loan. Other agreements.
- Agreements societarios
- Agreements of guarantee: bail. Other agreements.
- Random agreements.
- Agreements of resolution of controversies.

4. Tort Law

The Right of harms necessarily includes the following matters:

- The civil responsibility. Concept and functions. Typology.
- The civil responsibility by own fact. Elements.
- The civil responsibility by extraneous fact. Supposed.
- Supposed special of civil responsibility.



WORKLOAD

ACTIVITY	Hours	% To be attended
Theoretical and practical classes	90,00	100
Attendance at events and external activities	10,00	0
Study and independent work	90,00	0
Readings supplementary material	35,00	0
TOTAL	225,00	

TEACHING METHODOLOGY

Theoretical contents: The professor will expose and explain the fundamental theoretical contents to guide the student in the study and understanding of the matter. The student must engage actively in the learning by means of the previous reading of the lesson and the supplementary materials established in the planning of the course.

Activities: comment of sentences, verdicts and proposals of practical cases deploying the competences and complementing the theoretical contents. The professor will decide which ones will be assessed.

Supplementary activities: extra activities will be programmed such as workshops, seminars and other activities. They will be planned considering the availability of human and temporary resources and trying to make them interdisciplinary making groups belonging or not to the subject. These activities may take place in centres outside the Universitat de València.

EVALUATION

Composition of the final grade:

- 30 % CONTINUOUS EVALUATION
- 70 % EVALUATION OF THEORETICAL AND PRACTICAL KNOWLEDGE

Computable activities for the continuous evaluation. - In the CONTINUOUS EVALUATION the follow-up and the preparation of the content of the programme will be assessed. There will be AT LEAST TWO TASKS that will be assessed. They will consist mainly in the resolution of cases, an objective test, individual work or in group, etc.

In any case, professors can carry out additional activities for continuous evaluation that will be documented in the corresponding Annex to the Course Guide.



The continuous evaluation means assistance and participation. Those students that by diverse reasons cannot attend the lessons do not have right to a different continuous evaluation.

Punctuation of the continuous evaluation. – No marks will be awarded in the continuous evaluation if the student does not get AT LEAST 40% in this modality. In consequence, students who don't get at least 40% will have a final score of zero points in the continuous evaluation. The objective is to promote the continuous work.

The continuous evaluation will compute both in first and second calls.

The activities of the continuous evaluation are “no recoverable” in the second call.

Modality of the final test. - The modality of the FINAL TEST of knowledge (test, short questions or questions to be developed, both theoretical and theoretical-practical, oral examination, etc.) will be decided by each professor and will be communicated to the students in advance.

In case of coincidence of examinations, the type of examination may vary (e.g., test, oral, writing).

Need to pass the Final Test.- To pass the subject it is COMPULSORY to PASS THE FINAL TEST.

Students who participate in an activity of the continuous evaluation, but do not take the final test in any of the calls, will be considered as NO PRESENTED in the records of the corresponding calls of the subject.

Qualification in case of having no marks in the continuous evaluation. - Those students that do not participate regularly in the activities of the continuous evaluation will be assessed according to the result of the final exam, which is open to all the students. In such case, the maximum score they can get is 7 out of 10.

Qualification in case of automatic cause of fail. - According to the criteria of this Course Guide or of the Annex of each professor, the maximum mark will be 4 points.

REFERENCES

Basic

- Francisco BLASCO, Instituciones de Derecho Civil. Contratos en particular. Cuasicontratos. Daños, Tirant lo Blanch.2022
- Encarna CORDERO y Manuel Jesús MARÍN, Derecho de obligaciones y contratos en general. Lecciones de Derecho Civil Tecnos.2023
- José Ramón DE VERDA Y BEAMONTE(dir.). Derecho Civil II. Obligaciones y Contratos, Tirant lo Blanch. 2023
- Luis DÍEZ-PICAZO y Antonio GULLÓN, Sistema de Derecho Civil, vol. II, Tecnos.2018
- Luis DÍEZ-PICAZO y Antonio GULLÓN, Instituciones de Derecho Civil, vol. II, t. I y II, Tecnos. 1998
- Carlos MARTÍNEZ DE AGUIRRE y otros, Curso de Derecho civil II, t. I y II, Edisofer.2023



Additional

- Luis DÍEZ-PICAZO, Fundamentos de Derecho Civil patrimonial, vol. I, II, IV, V y VI. Tecnos, 2012

