

Consumer rights

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The Council held a **policy debate** on a draft directive. The outcome of the debate will provide guidance and a solid basis for continuing work in the coming months.

The interventions focused on **important challenges** ahead, including:

- the consumers and the citizens situation in the internal market;
- the technical development and the e-Commerce, which by nature is borderless;
- the cross-border dimension between regions, between neighbouring countries and within the whole internal market; and
- the need for balance between consumer rights and the obligations on traders.

Although the points of departure of the Member States sometimes differ, It is necessary to adopt more common rules to achieve a modern, clear European consumer policy providing legal certainty.

The Swedish Presidency will take into account views expressed by delegations when finalising a revised version of the draft directive.

There is a broad support for wide definitions of distance contracts and off premises contracts so as to ensure that consumers are entitled to specific information and a right of withdrawal in more cases than today.

A number of delegations expressed support for common rules on the **right of withdrawal** and a large majority of delegations mentioned a 14 day right of withdrawal for consumers both for distance and off premises contracts.

When it comes to the **rules on delivery and faulty goods**, several participants raised some concerns, while showing the willingness to pave the way for achieving solutions.

A large number of EU Member States think that there are specific areas which should not be covered by some or all parts of the directive, such as contracts on immovable property and financial services.

Previous negotiations proved that clarifications are deemed necessary to the text of the Commission proposal in order to well reflect essential elements such as the scope of the future directive, the coherence with other Community legislation and the interaction with the general contract law of the Member States.