

Protection of consumers: distance contracts

1992/0411(COD) - 07/02/1996 - Commission opinion on Parliament's position at 2nd reading

The Commission accepted 21 of the 31 amendments adopted by Parliament, including the following: - the directive is to be applied to the overall contract, not to the resulting subsequent operations; - property contracts are to be included once again in the scope of the directive; - information is also to be provided to the consumer in the case of tourist services; - information is to be provided to the consumer as regards long-term contracts; - the consumer is to be provided either in writing or on another durable medium with the information needed for the smooth operation of the contract; - the consumer shall have 7 working days in which to withdraw from the contract without penalty; any previous payments should be reimbursed within 30 days; - the consumer must give his prior consent before receiving substitute goods; - the provisions relating to consumer protection organisations being able to take action under national law before the courts and to the burden of proof are to be compulsory; - the directive is to be transposed within two years; - the consumer is to be provided with information on the existing codes of conduct in the field of distance contracts; - a non-judicial system for dealing with complaints is to be set up with the trade and professional organisations. However, the Commission rejected the amendments aimed at: - adding the address of the supplier to the list of information the consumer should receive before concluding a contract; - clarifying the protection of those who are unable to give their consent; - informing the consumer of the geographical address of the place of business of the supplier to which the consumer may address any complaints; - ensuring that there is no right of withdrawal in the cases of CD-ROMs and CD-Is; - proposing that there should be no right of withdrawal in the cases of books taken out of their original wrapping; - ensuring that the period available to withdraw from the contract applies without prejudice to the consumer's customary rights if the product is faulty or damaged; - ensuring that the identity of the supplier and the commercial purpose of any telephone call are made clear by the supplier at the beginning of the conversation.