Protection of consumers: distance contracts

1992/0411(COD) - 13/12/1995 - Text adopted by Parliament, 2nd reading

In adopting the report by Mrs Ria OOMEN-RUIJTEN (PPE, NL), the European Parliament amended the common position of the Council as follows: - the scope of the directive includes contracts concluded for the construction and sale of immovable property (except for rental), but excludes contracts relating to financial services; - prior to conclusion of the contract, the consumer must be supplied with the identity and address of the supplier; - the consumer should have a period of at least seven working days in which to withdraw from the contract without penalty and without giving any reason. The only costs payable would be the direct charges; - where the right of withdrawal has been exercised, the consumer should be reimbursed within thirty days; - in the case of contracts of an indefinite duration concerning the supply of services or products to be performed permanently or recurrently, the conditions under which the contract can be annulled must be clearly indicated; - the prior consent of consumers is necessary before they can be approached by telephone: in such cases, suppliers must disclose their identity and state their intentions at the beginning of each telephone conversation; - Member States must take the necessary measures effectively to protect those consumers who have indicated that they do not wish to be solicited against such soliciting; - consumers must be informed of the provisions of this directive and of the existence of the codes of practice in this field; - an effective scheme to deal with cross-border complaints should be set up; - the Member States shall have two years to implement the provisions of the directive. Within a period of four years the Commission must present a report on the implementation of this directive and on any relevant new proposal.