

## Case law

### Case Details

**National ID:** N°05-85.093

**Member State:** France

**Common Name:** link

**Decision type:** Other

**Decision date:** 26/09/2006

**Court:** Cour de Cassation (Supreme court)

**Subject:**

**Plaintiff:**

**Defendant:**

**Keywords:**

### Directive Articles

Doorstep Selling Directive, [Article 1](#), 1. Doorstep Selling Directive, [Article 2](#)

### Headnote

An association providing commercial services must comply with doorstep selling regulation.

### Facts

Adraco is an association helping victims of car accidents. The general proceeding of the association is to look for victims in local newspapers and to send a letter offering information, support and legal help. Two victims answered the letter and Cornélis, the president of the association, came at their home for an interview.

The victims accepted to become members of the association and signed the contract. But in addition to the subscription fee (250 French francs paid that day), the contract also mentioned a contingency fee term.

No written notice of the right of cancellation within one week of signature was given and the cancellation form required by art. L121-23 of the Consumer Code was not joined to the contract.

### Legal issue

Pursuant to art. L. 121-1, "Anyone who carries out doorstep selling, or has doorstep selling carried out by third parties, at the domicile of a natural person, at their residence or at their workplace, even if this is at their request, so as to make them an offer for the purchase or rent of goods or services is subject to the provisions of this section".

First of all, it must be noticed that the French regulation goes further than the requirements of Article 1 of the Directive and provides that doorstep selling protection also applies when the consumer has demanded to be visited.

Secondly, the Directive mentions "traders" whereas art. L. 121-1 uses the very general term "anyone". As a consequence, the Criminal Chamber of the Cour de Cassation considers that this provision applies to associations when they offer services subject to payment.

Because of his infringements to the Consumer Code regulation of doorstep selling,

(art. L121-23: cancellation form and

art. L121-26: no payment during the cancellation period of time),

Cornélis was sentenced by the Court to pay a fine of 3.000€.

### Decision

Full text: [Full text](#)

### Related Cases

No results available

### Legal Literature

No results available

### Result