

Rechtspraak**Bijzonderheden van de zaak****Nationaal ID:** ECLI:NL:RBARN:2010:BN0733**Lidstaat:** Nederland**Gangbare benaming:** N/A**Soort beslissing:** Rechterlijke beslissing, eerste aanleg**Datum beslissing:** 14/06/2010**Gerecht:** Rechtbank Arnhem**Onderwerp:****Eiser:** Tele2 Nederland B.V.**Verweerder:** Unknown**Trefwoorden:** Distance Selling Directive, withdrawal period**Richtlijnartikelen**Distance Selling Directive, [Article 6](#)**Koptekst**

The time for reflection period starts when the consumer has received the modem and when the provider installed it, so consumer can access the internet.

Feiten

There was an agreement by phone regarding internet and telephone services between the plaintiff (telecom provider) and the defendant (consumer) on April 10, 2007. On the 5th of May 2007 the modem is received by the consumer. In May and June, the consumer attempted to terminate the agreement in writing and verbally, and returned the modem between the 5th and 11th of May. The plaintiff claims payment.

According to the plaintiff, the defendant has not terminated the agreement in time and is for that reason held to comply the obligation under the agreement. Plaintiff stated that he received the notice of termination, but not within the 7-day period. Consumer says that she has terminated the agreement in time and returned the modem.

Juridische kwestie

When does the 7-day term for reflection of art. 7:46d BW start when there is a period between the agreement and receiving the product (a modem)?

Uitspraak

According to art. 7:46i BW, the term within which consumers can terminate the contract begins from the date of conclusion of the agreement. In this case, the consumer received the modem after the term and the modem had to be connected to the network before the consumer could use it. Only then could the consumer assess whether he/she would like to use this service.

According to the court, this is not consistent with the idea of the Directive. The idea behind the term for reflection is that consumers who are unable to actually view and assess the product or to know the nature of the service must be able to assess whether the product or the service meets its expectations and, if not, dissolve the agreement within a reasonable period of time.

Therefore, it seems to be more in line with the idea of the Directive to start the period when the consumer has granted access to its network.

URL: <http://deeplink.rechtspraak.nl/uitspraak?id=ECLI:NL:RBARN:2010:BN0733>

Integrale tekst: [Integrale tekst](#)

Verwante zaken

Geen resultaten

Rechtsleer

Geen resultaten

Resultaat

In this case, access was granted for the first time on May 15, 2007. This would mean that the consumer has terminated the agreement in time.