

EU Consumer Law Acquis Compendium

Legislation

Slovakia (SK) Nr. 1 EN



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Full name and/or number of the statute (in original language):

Zákon č. 108/2000 Z.z. o ochrane spotrebiteľa pri podomovom predaji a zásielkovom predaji

Translation of the name:

Act No. 108/2000 Coll. on Consumer Protection in Doorstep Selling and in Distance Selling

Reference in Official Journal (if appropriate):

Collection of Laws No. 47/2000 page 1458

Date of coming into force:

01. 04. 2000

Subsequent amendments:

Text:

ACT 108 of 16 March 2000

on Consumer Protection in Door-to-Door Sale and Home-Delivery Sale

The National Council of the Slovak Republic adopted the following Act:

PART ONE

PREAMBLE

§ 1

Scope of Application

This Act regulates consumer protection in a door-to-door sale of goods or provision of services and in a home-delivery sale of goods or provision of services, if the goods or material performance and efforts of the provided service are purchased by a physical person who does not use them to carry on employment, occupation or business (hereinafter the „consumer“).

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§ 2

Contract

(1) The door-to-door sale of goods or provision of services, the home-delivery sale of goods or provision of services take place by virtue of a contract, ¹⁾ concluded between the seller ²⁾ and the consumer for the goods or services that are not excluded from the sale of goods or provision of services under this Act, or sale or provision of which is not prohibited.

(2) If the contract is concluded in writing, it must include, in addition to general essentials, ³⁾ provisions on a guarantee, a method for complaint proceedings and on the right to withdraw from the contract.

§ 3

Time of Sale

The door-to-door sale may be carried out

(a) on week-days from eight a.m. to seven p.m.,

(b) on public holidays ⁴⁾ from ten a.m. to three p.m.

§ 4

Relevance with other regulations

Legal relations between the seller and the consumer in the door-to-door sale or home-delivery sale are governed by the Civil Code and separate regulations, ⁵⁾ unless specified otherwise by the provisions of this Act.

PART TWO

DOOR-TO-DOOR SALE

§ 5

Contracts Concluded outside the Place of Business

(1) The door-to-door sale is a type of sale of goods or provision of services ⁶⁾ conducted in virtue of the contract concluded between the seller and the customer, primarily

at an event organised by the seller outside the place of commercial establishment ⁷⁾ or market place, ⁸⁾

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by seller's visits to the consumer, another consumer or to the consumer's workplace, if the consumer has not requested such a visit, or

by seller's visits to the consumer, if the consumer requested such a visit, and the seller offers him also other goods or service in which the consumer was not interested at the time when he requested the visit.

(2) The door-to-door sale under this act is understood also as the sale of goods or provision of services made in virtue of the contract, proposed by the consumer to the seller, under conditions stipulated in section 1, if the seller accepted the proposal within 30 days.

(3) Provisions of sections 1 and 2 do not apply for the sale of goods or provision of services made in virtue of

a building contract, contract for transfer and lease of the real estate or other real estate titles,⁹⁾

an insurance policy, ¹⁰⁾

securities contract, ¹¹⁾

a contract on the sale of food and beverages or other goods intended for regular household consumption, if supplied by a permanent supplier on a regular basis,

e) a contract on the sale of goods or provision of services, if

1. the contract was concluded in virtue of the seller's sales catalogue, that was available to

the customer in the absence of the seller,

2. the seller and the customer remain in a permanent commercial relation,

3. the sales catalogue and the contract declare the consumer's rights to withdraw from the contract within seven business days following the take-over of the goods or provision of service.

§ 6

Prohibition to Sell

The door-to-door sale shall not be used for the sale of goods or provision of service, for the sale or provision of which the seller was granted a trade licence under separate regulations.¹²⁾

§ 7

Duties of the Seller

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(1) In the door-to-door sale, the seller is obliged, in addition to general conditions of sale¹³⁾ and trade operating conditions,¹⁴⁾ to meet the following duties:

to demonstrate to the consumer and other authorised persons (§ 14, section 1), if they request so,

1. his identity, place of permanent residence and his trade licence, if the door-to-door sale is carried out by a physical person¹⁵⁾ in his own name and on his own account; to demonstrate a trade licence is not an obligation for a physical person who sells to the consumer animal products and produce from own small-scale farming or forest produce,

2. a business name and place of business, if the door-to door-sale is carried out by a legal person¹⁶⁾ through his employee, mediator or a third person acting on his behalf,

b) to fulfil his obligation to provide information on the offered goods under a separate regulation,¹⁷⁾

c) to inform the consumer in writing on when and how the consumer may lodge a complaint about defective goods or provided service,

d) to confirm to the consumer in writing at the time of proposing to conclude a contract, but not later than at the time of contract conclusion, his right to withdraw from the contract.

(2) The seller is obliged to furnish to the consumer a receipt on the sale of goods or provision of service, specifying the type of goods or provided service, their price,¹⁸⁾ a name and place of business, if the door-to-door sale is carried out by a legal entity, or name and permanent residence, if the door-to-door sale is carried out by a physical person, and the date of acceptance of the goods or provision of service. A receipt executed by an electronic cash register is also considered to be such receipt.¹⁹⁾

§ 8

Withdrawal from Contract

(1) The consumer is entitled, without giving a reason, within seven business days following the acceptance of a written information, to withdraw from a contract, pursuant to § 7, section 1, item d). By the withdrawal from the contract the consumer cancels the contract from the beginning.

(2) The consumer shall return the goods to the seller within seven business days following the withdrawal from the contract, regardless whether the goods were used or had defects not caused by the consumer; adequate care for the goods must be maintained.

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(3) The seller is obliged to take the goods back and return to the consumer the price paid for the goods or service, or to return to the consumer the advance payment, not later than 15 days following withdrawal from the contract, while respecting the costs that he accrued in provision of the service.

PART THREE

HOME-DELIVERY SALE

§ 9

Remotely Concluded Contracts

(1) A remotely concluded contract is such a contract that is concluded by the seller and the consumer for the home-delivery sale of goods or remote provision of service, exclusively by communication means, such as, primarily, direct mail, sale catalogue, telephone, fax, radio, television or electronic mail.

(2) The seller may use the means of remote communication only if the consumer does not object against their use.

(3) For offering the goods or services to the consumer, the seller may use an automatic telephone system or fax only with a previous consumer's consent.

(4) Provisions of sections 1-3 do not apply for sale of goods or provision of services made in virtue of

a contract on bank commerce and bank monetary services²⁰⁾ and on investment services,

an insurance policy,¹⁰⁾

a securities contract,¹¹⁾

a contract concluded through vending machines²¹⁾ or automated sales facilities,

a contract concluded with telecommunication providers through public automatic telephones,

a building contract, contract on real estate transfer or on other real estate titles other than their lease,⁹⁾

a contract concluded at public auctions,

a contract for the sale of food, beverages or other goods intended for regular household consumption, if supplied to the consumer's house, to the place of his residence or his work-



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place by a permanent seller on a regular basis,

a contract on accommodation, transportation, catering services and leisure-time services, where the seller commits himself to provide services at agreed time or at an agreed schedule.

§ 10

Duties of the Seller

(1) In the door-to-door sale the seller is obliged, before concluding the contract remotely, at the time of presenting his offer for goods or service, to inform the consumer about

his identity, permanent residence and trade licence, if the home-delivery sale is performed by a physical person,¹⁵⁾ a name and place of business, if the home-delivery sale is performed by a legal person.¹⁶⁾

a description of the goods or service,

a price¹⁸⁾ of the goods or provided service,

delivery conditions and product delivery costs,

terms of payment,

an instruction on the consumer's right to withdraw from the contract,

a price for use of the means of distance communication, if the price is determined other than by basic tariffs,

a period, during which the seller is committed by his offer, including the price,

a minimal period, for which the contract can be concluded, if it is the contract to sell goods or to provide service, supplied or provided on a continuous basis or repeatedly.

(2) When offering the goods or service by phone, the seller is obliged to notify his identity and commercial purpose of his telephone call right at the onset of the telephone conversation with the customer.

(3) The seller is obliged, not later than on the date of delivery of the goods or onset of the service provision, to deliver to the consumer a written information that he provided to him under section 1 by the means of distance communication.

(4) The seller is obliged, not later than on the date of delivery of the goods or onset of the service provision, to provide to the consumer

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written information on conditions and procedures for exercising his right to withdraw from the contract,

the seller's address, where the consumer may exercise his claim or complaint,

information on the guarantee and on repair services,

information on a possibility to cancel the contract concluded for indefinite period of time or for a period of more than one year.

(5) Sections 3 and 4 do not apply for services provided by means of distance communication, if they were provided singularly, and the operator of the means of distance communication charged them remotely; the consumer, however, must have an option to obtain the address of the seller, where he may exercise his claim or complaint.

§ 11

Prohibition to Sell

The seller shall not deliver goods or provide service to the consumer, that the consumer did not order, if he simultaneously demands their payment for such a delivery of goods or provision of service.

§ 12

Withdrawal from Contract

(1) The consumer is entitled, without stating a reason, to withdraw from the contract, within seven business days following the date, when the goods were received, or following the date when the contract on service provision was concluded, if the seller duly and timely fulfilled his obligations to inform under § 10.

(2) If the seller fulfilled subsequently his obligations to inform under § 10, the consumer is entitled to withdraw from the contract within seven business days following the date when the seller subsequently fulfilled his obligations to inform, but not later than within three months following the receipt of the goods or following conclusion of the contract on the provision of service.

(3) If the seller fails to subsequently fulfil his obligation to inform under § 10, the consumer is entitled to withdraw from the contract within three months following the receipt of the goods or conclusion of the contract on the provision of service.

(4) By the consumer's withdrawal from the contract the contract shall be cancelled from the beginning. The seller is obliged

to take back the goods or discontinue the provision of service,

to return to the consumer the price paid for the goods or service or the advance payment that the consumer paid for the goods or service, including costs spent by the consumer with

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respect to placing the order for goods or service, not later than 15 days following the date of withdrawal from the contract. The return delivery costs are borne by the consumer.

(5) Unless the seller and the consumer agree otherwise, the consumer shall not withdraw from the contract, a subject matter of which is:

the provision of service, if the service started to be provided with the consumer's consent before expiration of the contract withdrawal period under sections 1 through 3,

the sale of goods or provision of service, the price of which depends on a price fluctuation on a financial market and which cannot be influenced by the seller,

the sale of goods manufactured according to separate requirements of the consumer, or goods intended specifically for a single consumer, or of the goods that cannot be returned with respect to their properties, or perishable goods,

sale of voice or picture recordings or computer software, ²²⁾ that were unwrapped by the consumer,

sale of newspapers, journals and periodical press,

lotteries and other similar games.²¹⁾

(6) If the seller furnished a loan to the consumer for the purchase of the goods or for the provision of service, or if such a loan was furnished by the a third person by virtue of the contract with the seller, then by withdrawal from the sale also the loan contract shall be cancelled. The right for action for trover and conversion is thus not impaired.

§ 13

Other Terms and Conditions of Contract

(1) If the seller does not perform the contract, due to inability to deliver the ordered goods or provide service, he is obliged to notify the consumer about this fact immediately and pay him back the price paid for the goods or paid as an advance payment, within fifteen days, unless the seller and consumer agree on other facultative compensation.

(2) If the seller and consumer do not reach an agreement on facultative compensation, the seller is obliged to compensate all the demonstrated expenses accrued to the consumer by ordering the goods or services.

(3) In case of facultative compensation the seller is obliged to deliver goods or to provide service to the consumer at the same quality and price.



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PART FOUR

COMMON AND FINAL PROVISIONS

§ 14

Supervision over Compliance with the Act and Penalties

(1) Supervision over compliance with this Act is carried out by the supervisory bodies under separate regulations.²³⁾

(2) The supervisory body may impose a penalty to the seller in the amount of up to 100,000 Sk, if he breaches provisions of § 3, 6 and 11.

(3) The penalty under section 2 may be imposed within three years following the date of the breach of duty.

(4) The revenues from the penalties are credited to the state budget or municipal budget, depending on which body imposed the penalty.

(5) Obligation to compensate for damage is not impaired by imposing the penalty.

(6) Consumer associations²⁴⁾ and other legal persons established for consumer protection are entitled, with the consumer's and seller's approvals, to mediate a settlement of disputes between the consumer and the seller in handling complaints under this Act.

§ 15

Consumer's rights stipulated by this Act may neither be beforehand restricted nor limited on a contract basis.²⁵⁾

§ 16

This Act shall enter into force on 1 April 2000.

Rudolf Schuster, in his own hand

Jozef Migaš, in his own hand

Mikuláš Dzurinda, in his own hand

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- 1) Civil Code, § 51, § 588-610.
 - 2) Act 634/1992 Coll. § 2, section 1, item b), section 3, § 27, as amended on consumer protection.
 - 3) Civil Code, § 588-627.
 - 4) Labour Code, § 91 and 92,

SR National Council Act 241/1993 Coll., as amended, on public holidays and remembrance days.
 - 5) For example Act 634/1992 Coll., as amended, Act 455/1991 Coll., as amended, on commercial activity (Trading Act), , Act 178/1998 Coll. on conditions for sale of goods and provision of services on market places and on amendment of Act 455/1991 Coll., as amended, on commercial activity (Trading Act), as worded by the Act 310/1999 Coll., SR National Council Act 274/1993 Coll. on definition of competency of bodies concerning the consumer protection, as worded by the Act 310/1999 Coll., Slovak National Council Act 71/1986 Coll., as amended, on Slovak Commercial Inspection.
 - 6) Act 634/1992 Coll., as amended, § 2, section 1, item h).
 - 7) Act 455/1991 Coll., as amended, § 17.
 - 8) Act 178/1998 Coll. § 2, section 1, item a), as worded by the Act 310/1999 Coll.
 - 9) Civil Code, § 663-720,

Act 50/1976 Coll., as amended, on land development planning and construction regulations (Building Act),

Act 455/1991 Coll, as amended, § 4.
 - 10) Civil Code, § 788-791.
 - 11) Act 600/1992 Coll., as amended, on securities, § 13-44.
 - 12) Act 455/1991 Coll., as amended, § 26 and 27 and Annex 3.
 - 13) For example SR National Council Act 152/1995 Coll. on food, Act 634/1992 Coll., as amended, § 3-19.
 - 14) Act 455/1991 Coll., as amended, § 5-17.
 - 15) Commercial Code, § 2, section 2, item b).

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- 16) Commercial Code, § 2, section 2, item a).
 - 17) Act 634/1992 Coll., as amended, § 9-13.
 - 18) SR National Council Act 18/1996 Coll. on prices.
 - 19) Regulation of the SR Ministry of Finance 55/1994 Coll., as amended, on method of registration of the sales revenues by electronic cash register.
 - 20) Act 21/1992 Coll., as amended, on banks.
 - 21) Act 194/1990 Coll., as amended, on lotteries and other similar games.
 - 22) Act 383/1997 Coll., § 47-49, Author's Act and amending act to the Customs Act, as amended.
 - 23) SR National Council Act 274/1993 Coll., as worded by the Act 310/1999 Coll.,
Act 634/1992 Coll., as amended,
Slovak National Council Act 71/1986 Coll., as amended,
Slovak National Council Act 70/1986 Coll. on Slovak Agricultural and Food Inspection, as amended,
SR National Council Act 272/1994 Coll. on human health protection, as amended.
 - 24) Act 634/1992 Coll., as amended, § 26 and 26a.
 - 25) Civil Code, § 574, section 2.