

# EU Consumer Law Acquis Compendium

## Legislation

Cyprus (CY) Nr. 1 EN



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

Ο περί της Σύναψης Καταναλωτικών Συμβάσεων εκτός Εμπορικού Καταστήματος Νόμος του 2000, Ν.13(Ι)/2000

### Translation of the name:

The Law for the Consumer Contracts Concluded Away from Business Premises of 2000, L.13(I)/2000

### Reference in Official Journal (if appropriate):

Επίσημη Εφημερίδα της Κυπριακής Δημοκρατίας, Παράρτημα Ι(Ι), αριθμός 3383, ημερομηνία 28/1/2000 [Official Gazette of the Republic of Cyprus, Appendix I(I), No. 3383, 28/1/2000]

### Date of coming into force:

28.01.2000

### Subsequent amendments:

none

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### Text:

No 13(I) 2000

ACT REGULATING THE RIGHTS AND OBLIGATIONS OF PARTIES TO CONSUMER CONTRACTS NEGOTIATED AWAY FROM BUSINESS PREMISES AND RELATED ISSUES

The House of Representatives enacts as follows:

#### PART I — INTRODUCTION

**1.** This Law shall be cited as the act concerning the conclusion of consumer contracts away from business premises of 2000.

**2.** In this Law, unless the context otherwise requires:



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"goods" shall have the meaning assigned to the term by Section 2 of the Sale of Goods Laws of 1994 until 1999;

"acquire" includes the verbs "purchase" and "rent" and all their morphological variants;

"Court" means the President of the District Court or a Senior District Judge of any District Court;

"trader" means any natural or legal person, who, in transactions covered by this Law, is acting in his professional capacity either personally or through his representative;

"Authorised Service" means the Competition and Consumer Protection Division of the Ministry of Commerce, Industry and Tourism or any other Service that may be empowered from time to time by the Minister to act in accordance with the duties assigned to the Authorised Service under this Law;

"consumer" means any natural person who, in transactions covered by this Law, is acting for purposes falling outside his professional activity;

"part exchange of goods" as regards any contract which is negotiated outside of business premises means goods which are in the possession of the consumer and which have been offered to and accepted by the trader at a price which has been agreed upon with the consumer for the purposes of the contract, as part payment of the price of the goods or services provided by the trader pursuant to the contract;

"instigation by the trader", in respect of any agreement for the provision of credit to a consumer, means that the trader or any other person who acts on his behalf or upon his request, has provided credit or has suggested or arranged a contact between the consumer and the person who provides the credit for the negotiation of the terms of this credit;

"services" means the undertaking and execution of obligations, for profit or remuneration, of any matter other than the production or supply of goods and the provision of services under an employment contract;

"Minister" means the Minister of Commerce, Industry and Tourism;

**3.(1)** This Law shall apply to contracts for the supply of goods or services by a trader to a consumer and which are concluded:

- (a) during an excursion organised by the trader away from his business premises or
- (b) during a visit by the trader
  - (i) to the consumer's home or that of another consumer
  - (ii) to the consumer's place of work





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to any other location,

where the visit does not take place at the express request of the consumer for the supply of specified goods or services, when the contract concerns goods or services other than those concerning which the consumer requested the visit of the trader, provided that the consumer did not know, or could not reasonably have known, that the supply of those other goods or services formed part of the trader's commercial or professional activities or

(c) following an offer made by the consumer under conditions similar to those described in paragraphs (a) or (b) above, although the consumer was not bound by that offer before its acceptance by the trader.

(2) This Law shall also apply to offers made contractually by the consumer under conditions similar to those of paragraph (a) or (b) of subsection (1), where the consumer is bound by his offer.

4. Subject to the provisions of Section 3, this Law shall not apply to:

(a) contracts for the construction, sale and rental of immoveable property or contracts concerning other rights relating to immovable property:

it is understood that contracts for the supply of goods and for their incorporation in immovable property or contracts for repairing immovable property shall also fall within the scope of this Law;

(b) contracts for the sale of foodstuffs or beverages, or other goods intended for current consumption in the household and supplied by regular roundsmen which are concluded at locations other than the trader's premises;

(c) contracts for the supply of goods or services, provided that all three of the following conditions are met:

(i) the contract is concluded on the basis of a trader's catalogue which the consumer has a proper opportunity of reading in the absence of the trader's representative

(ii) there is intended to be a continuity of contact between the trader's representative and the consumer in relation to that or any subsequent transaction

(iii) both the catalogue and the contract clearly inform the consumer of his right to return the goods to the trader or to his representative or otherwise to cancel the contract within a period of not less than fourteen days following the day after the conclusion of the contract, or the date of supply of the goods on the part of the trader, whichever is the later, without obligation of any kind other than to take reasonable care of the goods which the consumer may have received on the basis of the contract while they remain in his possession

(d) insurance contracts and





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- (e) contracts for securities.

#### **PART II — REGULATION OF CONTRACTS CONCLUDED OUTSIDE OF BUSINESS PREMISES**

**5.** No contract for the supply of goods or the provision of services covered by this Law and not exempted by virtue of Section 4, shall be enforced against the consumer, unless the trader or his representative takes the necessary measures so that the consumer acquires the following information in time

- (a) information on the date of the contract, the name, telephone number and address of the trader in a clear and legible writing;
- (b) detailed characteristics of the goods or services supplied;
- (c) it is clearly and legibly written in the contract that the consumer has the right to withdraw from the contract provided he gives written notice within a period of not less than fourteen days following the day after the conclusion of the contract, or the date of supply of the goods on the part of the trader, whichever is the later, without obligation of any kind other than to take reasonable care of the goods which the consumer may have received on the basis of the contract while they remain in his possession;
- (d) the contract is accompanied by the cancellation form set out in the Annex to this Law;
- (e) the contract clearly states the name and address of the person to whom the notice of withdrawal is given
- (f) where possible, the contract specifies the goods which are traded in and indicates the value of these goods for the purposes of the contract and
- (g) the contract is signed by the trader and the consumer.

**6.(1)** Unless the parties have agreed otherwise, the trader must execute the order within a maximum of fourteen days from the day following the conclusion of the contract.

(2) Where the trader fails to perform his contractual obligations on any grounds, he shall inform the consumer of this situation and shall return to the consumer, the soonest possible and in any event not later than fourteen days after the day following conclusion of the contract, any amount the trader had received in connection with this contract.

**7.(1)** The trader must, in view of his obligation to comply with the provisions of Section 5(c), inform the consumers in a separate notice as to their rights to withdraw from the contract within the period referred to in Section 8, and communicate to them the name and address of the person whom they must address in order to exercise this right.

(2) The reminder referred to in subsection (1) must be dated and must indicate the characteristic features which make it possible to identify the contract in question. The trader must ensure that this reminder is provided to the consumer:





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(a) in respect of contracts which come within the remit of paragraphs (a) or (b) of Section 3(1), except for contracts concluded on the basis of an express invitation by the consumer and concern goods or services other than those to which the invitation related at the time of conclusion of the contract;

(b) in the case of contracts which are exempted from the abovementioned paragraph (a), at the latest on conclusion of the contract and

(c) in the case of contracts which come within the remit of paragraph (c) of Section 3(1) or (2), when the consumer submits his offer.

**8.(1)** The consumer shall have the right unilaterally to renounce his contractual obligations, by sending a notice in writing within fourteen days of the day following the date of conclusion of the contract or the date of payment of the agreed amount to the trader, whichever is the later, unless the contract provides for a longer time limit.

(2) The notice of withdrawal sent by the consumer to the trader pursuant to this Law shall state:

(a) that the consumer has decided to withdraw from the contract

(b) the date the notice is dispatched and

(c) the name and address of the addressee of the notice, in accordance with those mentioned in the contract.

(3) The notice referred to in subsection (1) may be granted in the renunciation form accompanying the contract or in any other written form that meets the requirements of subsection (1).

(4) The notice of withdrawal sent by post shall be deemed as granted at the time of posting, regardless of whether it has been received or not.

(5) The dispatch of the notice shall discharge the consumer from any obligation pertaining to the renounced contract, except for the obligation to exercise due care for the return of the goods which in any case must be effected the latest within thirty days from the renunciation day

**9 (1)** Where a contract is renounced in accordance with the provisions of section 8, any sum paid by or on behalf of the consumer under or in the contemplation of this contract or any credit agreement relating to this under the circumstances described in subsection (1) of section 10, shall be reimbursed forthwith.

(2) Where the goods are in the possession of the consumer under the terms of the renounced contract, the consumer shall have the right of lien on those goods for any sum which must be reimbursed to him under subsection (1).





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(3) Where any security has been provided in relation to the renounced contract, this security shall be considered, to the extent it was provided, as if it had never been provided and any property granted to the trader exclusively as a security shall be reimbursed to the consumer forthwith.

**10.** — (1) Where a contract is renounced under section 8 and the consumer, prior to the renunciation of the contract and at the instigation of the trader, entered into credit agreements with the trader or a third party in order to pay the value of these goods or services, wholly or in part, including any additional costs for their provision, the credit agreement shall be considered as renounced, regardless of whether or not it is incorporated into the contract or forms a separate contract or specifies the object of the agreed credit, and the consumer, subject to the provisions of subsection (2), shall have no liability under the credit agreement.

(2) Where, under the circumstances described in subsection (1), any sum had been paid by the person who provided the credit to the trader or consumer under an agreement of credit, this sum shall be reimbursed forthwith, and if prior to the reimbursement any period of time elapsed from the date the renunciation notice was granted, the trader or the consumer, accordingly, shall be liable to pay the interest that has accrued on the sum paid, and this interest shall be estimated for this period of time on the basis of the interest rate that would apply under the terms of the credit agreement.

**11.** — (1) Subject to the provisions of subsection (2) of this section, the consumer who, prior to the renunciation of the contract and upon the exercise of his right under section 8, acquired the possession of goods under the contract, must, subject to any lien rights and upon the renunciation, return the goods to the trader and in the meantime exercise good care of them while they remain in his possession

(2) The consumer does not have a duty to return —

(a) perishable goods;

(b) goods which by reason of their nature are consumable and which, prior to the renunciation of the contract, have been so consumed;

(c) goods which are supplied to meet an emergency; or

(d) goods which, prior to the renunciation, have been incorporated into movable or immovable property which does not form part of the renounced contract,

but he shall pay the reasonable value for the supply of the goods and services relating to the supply of these goods prior to the renunciation of the contract.

(3) The consumer shall not be obliged to hand over the goods in premises other than his own on the basis of a written request which is signed either prior to or during receipt of the goods at these premises.

(4) If the consumer:

(a) hands over the goods (either in his own premises or elsewhere) to any person





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whom he is entitled to notify as regards cancellation of the contract pursuant to section 8 or

(b) returns the goods at his own expense to the person referred to in paragraph (a),

he shall be relieved of the obligation to keep the goods in his possession or to return them to the trader.

(5) When the consumer hands over the goods in the manner referred to in subsection (4)(a), his obligation to provide care for the goods shall cease to exist provided he dispatches the goods in the manner described in subsection (4)(b); he shall be obliged to provide due care and to take measures to ensure that they are received by the trader and they will not have been damaged during transport; in all other respects, however, his obligation to provide due care for the goods shall cease to exist on the moment of dispatch.

(6) When, within twenty one days following cancellation, the consumer receives the request referred to in subsection (3) and refuses or unjustifiably fails to comply with it, his obligation to keep possession of the goods and take due care thereof shall continue until he hands over or returns the goods in the manner referred to in subsection (4), but if during this period he does not receive any such request his obligation to take due care of the goods shall cease to apply on termination of this period.

(7) If, following the expiry of the twenty one days following the period referred to in subsection (6), the consumer does not receive the request referred to in subsection (3), the consumer may use, deal with or dispose these goods in such a manner as if they were made to him as an unconditional gift, and the rights of the trader or other person acting on his behalf during the dispatch of the goods shall be forfeited.

(8) In the event of any guarantee made in connection with a cancelled contract, the obligation incumbent on the consumer referred to in subsection (a) shall not be applicable until such time as the trader complies with any obligations imposed on him pursuant to subsection (3) of section 9.

**12.(1)** In the event of cancellation of the contract, when the contract provides that the trader may accept goods in part exchange and these goods have been handed over, the trader must, within ten days following the date of cancellation of the contract, return the goods to the consumer in the same condition (including, where applicable, the same working order) in which they were originally, and in the same premises in which they were located immediately prior to their being handed over to the trader.

(2) In cases in which the trader is objectively unable to comply with the provisions of subsection (1), the consumer must accept, instead of the return of the goods given in part-exchange, an amount equal to the contracted value of the part-exchange, or, if there is no specific reference to this value in the cancelled contract, a reasonable amount.

(3) If after cancellation of a contract which provides for part-exchange of goods, the consumer has in his possession goods which he received on the basis of this contract, he shall have the right to keep possession of these goods until the requirements of subsection (1) have been complied with or until the trader has paid him pursuant to the provisions of subsection (2).





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(4) When, after expiry of the twenty-one day period following the date of cancellation of a contract which provides for the part-exchange of goods, the requirements of subsection (1) have not been met or payment has not been made by the trader in accordance with the provisions of subsection (2), the consumer shall have the right to use any of the goods in his possession pursuant to the provisions of subsection (3), for any purpose and in any manner in which these goods are normally used.

(5) When after expiry of the twenty-one day period referred to in subsection (4) the consumer continues, for the reasons referred to in subsection (3), to have the right to keep any of the goods in his possession, the consumer may use, deal with or dispose these goods in such a manner as if they were made to him as an unconditional gift, and the rights of the trader or other person acting on his behalf during the dispatch of the goods shall be forfeited.

### **PART III— PROTECTION OF CONSUMERS THROUGH COURT ORDERS**

**13.** — (1) Upon the submission of a complaint or on its own motion, the Authorised Service shall investigate possible violations by the trader of the provisions of this Law protecting the consumers' interests.

(2) Where the Authorised Service, upon an investigation conducted under subsection (1), considers that there was a violation, it may - if it deems necessary- apply to the Court for the issue of a prohibitory or mandatory order, including an interim order, against any person who, according to the Court's opinion, is liable for this violation.

(3) During this investigation, the Authorised Service may, if it deems necessary, take into account any undertaking submitted to it by any person or on behalf of any person, concerning the violation made and the prospect of removing or rectifying it.

(4) The Authorised Service must properly justify its decision not to submit an application before the Court under subsection (1), concerning any claim that the Service is obliged to investigate under this section.

**14.** (1) The Court adjudicating an application submitted to it under subsection (2) of section 13 is empowered, subject to the provisions of the Civil Procedure Law, the Courts Law and the Civil Procedure Rules, to issue a prohibitory or mandatory order, including an interim order, providing for —

(a) the immediate cessation and/or the non-repetition of the violation made; and/or

(b) the taking of rectifying measures, within a specified time-limit, which according to the Court's opinion will remove the unlawful situation created by the violation which the Court is investigating; and /or

(c) the publication of the relevant Court's decision, wholly or in part, or the publication of the rectifying notification in order to remove any prejudicial consequences of the violation which the Court is investigating; and/or





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(d) any other act or measure that may be considered necessary or reasonable under the circumstances of each case.

(2) The order issued under subsection (1) may relate not only to specific acts or behaviour of the defendant vis-à-vis the consumer, but to any similar future acts or behaviour of him vis-à-vis the consumers in general.

15. Subject to the provisions of this Part, lawfully established organisations or associations, having an adequate legitimate interest, under the existing legislation or under their memorandum, in the protection of the consumer's collective interests in general, are entitled to apply to the Court for the issue of a prohibitory or mandatory order referred to in subsection (2) of section 13.

16. Subject to the provisions of this Part, lawfully established organisations or associations, having an adequate legitimate interest, under the existing legislation or under their memorandum, in the protection of the consumer's collective interests in general, are entitled to apply to the Court for the issue of a prohibitory or mandatory order referred to in subsection (2) of section 16.

#### **PART IV – MISCELLANEOUS PROVISIONS**

17. — (1) Any term included into a contract covered by this Law shall be void to the extent it contradicts any provision of this Law concerning protection of the consumer.

(2) Where any provision of this Law provides for the duty or obligation of the consumer under specific circumstances, any term included in a contract covered by this Law, intending to impose directly or indirectly an additional duty or obligation on the consumer under the same circumstances, shall be incompatible with the above-mentioned provision.

18. Any waiver of the consumer's rights provided by this Law shall be void.

19. The laws on the unsolicited supply of goods and services are herewith repealed.

#### **ANNEX I**

(Section 5(d) )

#### **FORM FOR WITHDRAWAL FROM THE CONTRACT OF SALE**

(fill in and return this form ONLY IF YOU WISH TO RENOUNCE THE CONTRACT)

TO: (the trader must write the name and address of the person who may receive the notice)

I/We hereby cancel my/our contract/s.

(The trader must indicate a reference number, code or other details identifying the contract. He may also indicate the name and address of the consumer)



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Consumer's signature: .....

Date: .....

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