

## Νομική βιβλιογραφία

### Στοιχεία νομικής βιβλιογραφίας

**Κράτος μέλος:** Ελλάδα

**Τίτλος:** Η προστασία των δικαιωμάτων του καταναλωτή σύμφωνα με την Οδηγία 2011/83/ΕΕ

**Υπόπλος:**

**Τύπος:** article

**URL:**

**Συγγραφέας:** ARGYROS, G.

**Στοιχεία αναφοράς:** DEE 2/2013, p. 116

**Έτος έκδοσης:** 2013

**Λέξεις-κλειδιά:** distance contracting, information obligation, off-premises contract, right of withdrawal, withdrawal period

### Άρθρα της οδηγίας

Consumer Rights Directive, [Chapter 1, Article 3, 1](#). Consumer Rights Directive, [Chapter 2, Article 5, 1](#). Consumer Rights Directive, [Chapter 3, Article 6, 1](#).

Consumer Rights Directive, [Chapter 3, Article 9, 1](#). Consumer Rights Directive, [Chapter 3, Article 11, 1](#). Consumer Rights Directive, [Chapter 3, Article 14, 1](#).

Consumer Rights Directive, [Chapter 3, Article 14, 2](#).

### Περίληψη

This article contains a general analysis of the consumer rights Directive 2011/83. It refers to the scope of the Directive and its exceptions and it mentions some of the Directive's basic definitions such as distance contract, off premises contact, business premises, consumer and trader. The author focuses on the pre-contractual obligation to provide information to the consumer, stating that it improves the existing (then) regime of consumer's protection. Nevertheless the author comments that the absence of any sanctions in the Directive in case that the supplier does not inform the consumer is not a positive factor; to the author's view the existence of diverse national provisions for the sanctions to be imposed can be seen an obstacle to the unification of the internal market in cross-border consumer contracts. The author also comments that the Directive omits to mention the language that the supplier should use in order to provide that information. Further, the author analyses the right of withdrawal with special reference to the deadline for exercising that right, the way that consumer can exercise it and the consequences of withdrawal. The author considers that the fact that the consumer should pay the cost to return the goods does not strengthen consumer's rights. The author also makes a reference to other consumer rights mentioned in the Directive.

The author concludes that this Directive has in some points upgraded the existing level of consumer protection (such as the general obligation of pre-contractual information to the consumer, the uniform cooling off period, the allotment of the liability between the supplier and the consumer in case of decrease of the value of the goods stemming from use of the goods during the cooling off period and the provisions related to additional benefits and the delivery time), while in others (such as the wider list of exceptions for the right of withdrawal as well as the lack of extension of the right of withdrawal) the level of protection has been decreased.

### Γενική σημείωση

#### Συναφείς υποθέσεις

Δεν υπάρχουν αποτελέσματα