What is the aim of this directive?

It seeks to increase consumer protection by harmonising several key aspects of national legislation on contracts between customers and sellers. It encourages trade between EU countries, particularly for consumers buying online.

Key points

Scope

Other than some exceptions such as package travel and holidays or financial services, such as consumer credit and insurance, this directive covers contracts between traders and consumers on the sale of goods, services (such as the supply of water, gas, electricity and heating), and online digital content. It replaces the distance selling directive (97/7/EC) and the doorstep selling directive (85/577/EEC).

Information obligations

Before concluding a contract, traders must provide to consumers, in clear, understandable language, information, such as:

- their identity and contact details,
- the product's main characteristics, and
- the conditions that apply, including payment terms, delivery time, performance and duration of the contract and termination conditions.

In shops, only information which is not already obvious must be provided.

Information requirements, particularly on the right of withdrawal, are more detailed for postal, telephone or online contracts and off-premises purchases (where a trader visits a consumer's home).

Right of withdrawal

Consumers can withdraw from distance and off-premises contracts within 14 days of the goods' delivery or conclusion of the service contract, subject to certain exceptions, without any explanation or cost. A standard withdrawal form provided by the seller suffices. If the consumer is not made aware of their rights, the withdrawal period is extended by 12 months.

Exemptions apply for rapidly perishable goods, sealed goods opened by the consumer which cannot be returned for health or hygiene reasons, and hotel reservations or car rentals which are tied to specific dates.

No unjustified payment costs or additional charges

Traders must not charge consumers fees that are more than the cost to the trader of the type of payment involved. When phoning a trader to enquire or complain about a contract, the consumer must not pay more than the basic telephone rate.

Traders must have a consumer's express consent when offering additional paid-for services. Pre-ticked boxes on an order form may not be used for such payments.

From when does the directive apply?

It has applied from 12 December 2011. EU countries had to incorporate it into national law by 13 December 2013. The directive applies to contracts concluded after 13 June 2014.

Background

For more information, see 'The Directive on Consumer Rights' on the European Commission's website.

Act


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