

Domovská stránka>Právne predpisy a judikatúra>Spotrebiteľské právo – databáza>Zrušené>Smernica o predaji na diaľku (97/7)
Distance Selling Directive (97/7)

European consumers benefit from an increased level of protection when they buy a product or service at a distance. They benefit from a series of contractual rights and rules harmonised at the European level.

Act

Directive 97/7/EC of the European Parliament and of the Council of 20 May 1997 on the protection of consumers in respect of distance contracts [See amending act(s)].

Summary

The Directive applies to distance contracts between a professional and a consumer, for the provision of a service or goods. A distance contract may be concluded by any means (by telephone, e-mail, catalogue, etc.) which do not require the simultaneous physical presence of the parties to the contract.

However, the Directive does not apply to contracts:

- relating to **financial services**;
- concluded by means of automatic vending machines or automated commercial premises;
- concluded with telecommunications operators through the use of public telephones;
- relating to immobile property, except for rental;
- concluded at an auction.

In addition, professionals may receive partial exemption (concerning the information requirements, the right of withdrawal and the performance of the contract) for contracts relating to:

- food, beverages, goods intended for current consumption in the household supplied by regular roundsmen;
- and contracts for the provision of accommodation, catering, leisure or transport services where the supplier undertakes to provide these services on a specific date or within a specific period.

Information for consumers

The professional must provide clear and comprehensible information to the consumer, in good time prior to the conclusion of the contract. They must give due regard to the principles of good faith in commercial transactions and the protection of persons who are unable to give their consent (such as minors).

Pre-contractual information includes, as a minimum:

- the identity and possibly the address of the supplier;
- the characteristics of the goods or services and their price including all taxes;
- delivery costs;
- the arrangements for payment, delivery or performance of the contract;
- the existence of a right of withdrawal;
- the period for which the offer or the price remains valid and possibly the minimum duration of the contract;
- the cost of using the means of distance communication, where it is calculated other than at the base rate.

In the case of telephone calls, the trader must identify themselves and their commercial purpose at the beginning of the call.

The professional must provide written confirmation of the pre-contractual information (or on another durable medium, such as electronic mail) at the time of performance of the contract or at the latest during delivery of the goods if they are being sent directly to the consumer.

However, written confirmation is not required if the performance of the contract is realised through the use of a means of distance communication, where the services are supplied on only one occasion and are invoiced by the operator using the means of distance communication.

The consumer also receives written confirmation regarding:

- the conditions for exercising the right of withdrawal;
- the place to which the consumer may address complaints;
- information relating to after-sales service and guarantees;
- conditions under which the contract may be rescinded, where it is of an unspecified duration or a duration exceeding one year.

Consumers' right of withdrawal

The consumer may make a decision within a period of seven working days, without penalty and without giving a reason. The only charge that may be made to the consumer is the direct cost of returning the goods.

The start of the withdrawal period varies. If the professional has met their obligations of providing information in writing to the consumer, it is calculated from:

- the day of receipt of the goods by the consumer;
- from the day of conclusion of the contract or from the day on which the information obligations were fulfilled, provided that this period does not exceed three months.

If the supplier has not met their obligations to provide information in writing, exercising the right of withdrawal is extended for a period of three months, calculated from:

- the day of receipt of the goods by the consumer;
- the day of the conclusion of the contract for the service.

Where the right of withdrawal has been exercised by the consumer, the supplier shall reimburse the sums as soon as possible and within a maximum of thirty days.

However, the consumer may not exercise their right to withdrawal for all types of contracts, except if a specific conventional clause is provided by the parties.

Withdrawal is usually impossible for the following types of contracts:

- for the provision of services if performance has begun before the end of the seven working day period;
- for the supply of goods or services the price of which is dependent on fluctuations in the financial market;
- for the supply of goods made to the consumer's specifications or which cannot be returned (liable to deteriorate or expire rapidly);
- for the supply of audio or video recordings or computer software which were unsealed by the consumer;
- for the supply of newspapers;

for gaming and lottery services.

If the consumer has contracted credit for the goods or service, the credit shall be cancelled following the withdrawal without penalty.

Performance of the contract

In principle, the supplier has thirty days in which to perform the contract. If the goods or service ordered are not available, the consumer shall be reimbursed within 30 days. However, if the contract provides for this possibility, the supplier may procure goods or services of an equivalent quality and price to the original order.

Unsolicited supply of goods

The supply of unsolicited goods is prohibited. This supply is considered to be an [unfair trading practice](#), even if the consumer has not indicated their refusal. Communication techniques

If the supplier uses an automated calling system without human intervention (automatic calling machine) or a facsimile machine (fax), they must request the prior consent of the consumer.

However, they may use other distance communication techniques, except if there is clear objection from the consumer.

References

Act	Entry into force	Deadline for transposition in the Member States	Official Journal
Directive 97/7/EC	4.6.1997	4.6.2000	OJ L 144, 4.6.1997
Amending act(s)	Entry into force	Deadline for transposition in the Member States	Official Journal
Directive 2002/65/EC	9.10.2002	9.10.2004	OJ L 271, 9.10.2002
Directive 2005/29/EC	12.6.2005	12.6.2007	OJ L 149, 11.6.2005
Directive 2007/64/EC	25.12.2007	1.11.2009	OJ L 319, 5.12.2007

The successive amendments and corrections to Directive 97/7/EC have been incorporated in to the original text. This [consolidated version](#) is for reference purposes only.

See also

The website of the European Commission's Directorate-General for [Health and Consumer Protection](#)

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