

# **UNOFFICIAL TRANSLATION**

**TABLE I**

**Table of regulatory choices under Article 29 of Directive 2011/83/EU**

<b>No</b>	<b>Directive 2011/83/EU</b>	<b>Joint Ministerial Decision No Z1-891/2013 / Law No 2251/1994 on consumer protection</b>
<b>1</b>	<b>Article 3(4)</b>	<b>Article 3 of the Joint Ministerial Decision - Article 3a(4) of Law No 2251/1994</b>
	4. Member States may decide not to apply this Directive or not to maintain or introduce corresponding national provisions to off-premises contracts for which the payment to be made by the consumer does not exceed EUR 50. Member States may define a lower value in their national legislation.	Article 3(4) of the Directive shall be applied in a discretionary manner. Article 3 of Joint Ministerial Decision No Z1-891/2013 inserts a new Article 3a(4) in Law 2251/1994, which establishes that 'The provisions laid down in Articles 3 to 4η shall not apply to off-premises contracts for which the consumer pays a sum not exceeding €30'.
<b>2</b>	<b>Article 6(7)</b>	<b>Article 3 of the Joint Ministerial Decision - Article 3β of Law No 2251/1994</b>
	7. Member States may maintain or introduce in their national law language requirements regarding the contractual information, so as to ensure that such information is easily understood by the consumer.	Article 6(7) of the Directive shall not be applied in a discretionary manner.
<b>3</b>	<b>Article 6(8)</b>	<b>Article 3 of the Joint Ministerial Decision - Article 3β of Law No 2251/1994</b>
	8. The information requirements laid down in this Directive are in addition to information requirements contained in Directive 2006/123/EC and Directive 2000/31/EC and do not prevent Member States from imposing additional information requirements in accordance with those Directives.  Without prejudice to the first subparagraph, if a provision of Directive 2006/123/EC or Directive 2000/31/EC on the content and the manner in which the information is to be provided conflicts with a provision of this Directive, the provision of this Directive shall prevail.	The first subparagraph of Article 6(8) of the Directive shall not be applied in a discretionary manner.

4	<b>Article 7(4)</b>	<b>Article 3 of the Joint Ministerial Decision - Article 3γ of Law No 2251/1994</b>
	<p>4. With respect to off-premises contracts where the consumer has explicitly requested the services of the trader for the purpose of carrying out repairs or maintenance for which the trader and the consumer immediately perform their contractual obligations and where the payment to be made by the consumer does not exceed EUR 200:</p> <p>(a) the trader shall provide the consumer with the information referred to in points (b) and (c) of Article 6(1) and information about the price or the manner in which the price is to be calculated together with an estimate of the total price, on paper or, if the consumer agrees, on another durable medium. The trader shall provide the information referred to in points (a), (h) and (k) of Article 6(1), but may choose not to provide it on paper or another durable medium if the consumer expressly agrees;</p> <p>(b) the confirmation of the contract provided in accordance with paragraph 2 of this Article shall contain the information provided for in Article 6(1).</p> <p>Member States may decide not to apply this paragraph.</p>	<p>Article 7(4) of the Directive shall not be applied in a discretionary manner.</p> <p>The above paragraph shall apply as such, as follows:  <i>With respect to off-premises contracts where the consumer has explicitly requested the services of the supplier for the purpose of carrying out repairs or maintenance for which the supplier and the consumer immediately perform their contractual obligations and where the payment to be made by the consumer does not exceed €200:</i></p> <p><i>(a) the supplier shall provide the consumer with the information referred to in Article 3β (1) (β) and (γ) of Article 6(1) and information about the price or the manner in which the price is to be calculated together with an estimate of the total price, on paper or, if the consumer agrees, on another durable medium. The supplier is required to provide the information in accordance with Article 3β(1)(a), (η) and (ιa) but may choose not to provide it on paper or other durable medium if the consumer expressly agrees;</i></p> <p><i>(β) the confirmation of the contract provided in accordance with paragraph 2 of this Article shall contain the information provided for in Article 3β(1)".</i></p>
5	<b>Article 8(6)</b>	<b>Article 3 of the Joint Ministerial Decision - Article 3δ of Law No 2251/1994</b>
	<p>6. Where a distance contract is to be concluded by telephone, Member States may provide that the trader has to confirm the offer to the consumer who is bound only once he has signed the offer or has sent his written consent. Member States may also provide that such confirmations have to be made on a durable medium.</p>	<p>Article 8(6) of the Directive shall be applied in a discretionary manner.</p> <p>Article 3 of Joint Ministerial Decision No Z1-891/2013 inserts a new Article 3δ(6) in Law 2251/1994, which establishes that 'Where a distance contract is to be concluded by telephone for the provision of services or the simultaneous provision of goods and services, the provider must confirm the offer to the consumer who is bound only once he has signed the offer or has sent his written consent. <i>These confirmations must be notified on a durable medium</i>'.</p>

<b>6</b>	<b>Article 9(3)</b>	<b>Article 3 of the Joint Ministerial Decision - Article 3ε of Law No 2251/1994</b>
	3. The Member States shall not prohibit the contracting parties from performing their contractual obligations during the withdrawal period. Nevertheless, in the case of off-premises contracts, Member States may maintain existing national legislation prohibiting the trader from collecting the payment from the consumer during the given period after the conclusion of the contract.	Article 9(3) of the Directive shall be applied in a discretionary manner.  Article 3 of Joint Ministerial Decision No Z1-891/2013 inserts a new Article 3ε (4) in Law 2251/1994, which establishes that 'In the case of an off-premises contract, the collection of all or part of the price shall be prohibited even in the form of a deposit, a guarantee, the issue or acceptance of securities or in another form during the period of application of paragraph 1.'