

Information on the use of regulatory choices under the Consumer Rights Directive 2011/83/EU, as amended by the Modernisation Directive (2019/2161/EU)

**Notification by SPAIN of 15 November 2021
UNOFFICIAL TRANSLATION**

Article of Directive 2011/83/EU	Spain - regulatory choice
<p>Article 6a(2) Without prejudice to Directive 2000/31/EC, this Article does not prevent Member States from imposing additional information requirements for providers of online marketplaces. Such provisions shall be proportionate, non-discriminatory and justified on grounds of consumer protection.</p>	<p>Royal Decree-Law 24/2021 of 2 November 2021, Book 6, Art 82(9), amending the recast text of the General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007 (TRLGDCU)</p> <p>Nine. A new Article 97 bis is inserted as follows:</p> <p>‘Article 97 bis. Additional specific information requirements for contracts concluded on online marketplaces.</p> <p>1. Before a consumer or user is bound by a distance contract, or any corresponding offer, on an online marketplace, the provider of the online marketplace shall, without prejudice to the provisions of Articles 19 and 20 of this legislation and to those of Law 3/1991 of 10 January 1991 on Unfair Competition, provide the consumer or user with the following information in a clear and comprehensible manner and in a way appropriate to distance communication techniques, paying particular attention in the case of vulnerable consumers, who shall be provided with the information concerned in appropriate, accessible and comprehensible formats:</p> <p>(a) general information, made available in a specific section of the online interface that is directly and easily accessible from the page where the offers are presented, on the main parameters determining the ranking of offers presented to the consumer or user as a result of the search query and the relative importance of those parameters as opposed to other parameters;</p> <p>(b) whether or not the third party offering the goods, services or digital content is a trader, on the basis of the declaration of that third party to the provider of the online marketplace;</p> <p>(c) where the third party offering the goods, services or digital content is not a trader, the express mention that the legal provisions on consumer and user protection do not apply to the contract;</p> <p>(d) where applicable, how the obligations related to the contract are shared between the third party offering the goods, services or digital content and the provider of the online marketplace, such information being without prejudice to any liability that the provider of the online marketplace or the third-party trader has in relation to the contract under other European Union or national law;</p> <p>(e) where applicable, the guarantees and insurance offered by the online marketplace provider;</p>

	(f) dispute resolution methods and, where appropriate, the role played by the online marketplace provider in dispute resolution’.
<p>Article 9(1a) and Article 16(2)</p> <p><u>Article 9</u> 1a. Member States may adopt rules in accordance with which the withdrawal period of 14 days referred to in paragraph 1 is extended to 30 days for contracts concluded in the context of unsolicited visits by a trader to a consumer’s home or excursions organised by a trader with the aim or effect of promoting or selling products to consumers for the purpose of protecting legitimate interests of consumers with regard to aggressive or misleading marketing or selling practices. Such rules shall be proportionate, non-discriminatory and justified on grounds of consumer protection.</p> <p><u>Article 16(2)</u> Member States may derogate from the exceptions from the right of withdrawal set out in points (a), (b), (c) and (e) of the first paragraph for contracts concluded in the context of unsolicited visits by a trader to a consumer’s home or</p>	<p>Royal Decree-Law 24/2021 of 2 November 2021, Book 6, Art 82(12), amending the recast text of the General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007 (TRLGDCU)</p> <p>Twelve. Paragraph 1 of Article 102 TRLGDCU is amended to read as follows:</p> <p>‘1. Subject to the exceptions provided for in Article 103, the consumer or user shall have the right to withdraw from the contract for a period of 14 calendar days without giving any reason and without incurring any costs other than those provided for in Articles 107(2) and 108.</p> <p>In the case of contracts concluded in the context of unsolicited visits by a trader to a consumer’s or user’s home or excursions organised by a trader with the aim or effect of promoting or selling goods or services, the withdrawal period shall be extended to 30 calendar days.’</p> <ul style="list-style-type: none"> • As a result, all the articles of the TRLGDCU that are affected by this new time limit of 30 calendar days have also been amended. <p>Spain has not used this regulatory choice</p>

<p>excursions organised by a trader with the aim or effect of promoting or selling products to consumers for the purpose of protecting the legitimate interests of consumers with regard to aggressive or misleading marketing or selling practices. Such provisions shall be proportionate, non-discriminatory and justified on grounds of consumer protection.</p>	
<p>Article 16(3)</p>	
<p>In the case of service contracts which place the consumer under an obligation to pay where the consumer has specifically requested a visit from the trader for the purpose of carrying out repairs, Member States may provide that the consumer loses the right of withdrawal after the service has been fully performed provided that the performance has begun with the consumer's prior express consent.</p>	<p>Spain has not used this regulatory choice</p>