

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

Notification by the Slovak Republic of 22 May 2024

UNOFFICIAL TRANSLATION

Article of Directive 2011/83/EU (“CRD”)	SLOVAK REPUBLIC – regulatory choice
Article 3(4) 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.	<p>Slovak Republic applies the regulatory choice under Article 3(4) of the CRD. See Section 14(7) of the Act No. 108/2024 Coll. on Consumer Protection:</p> <p>(7) Off-premises contracts are exempt from the application of Section 5(1)(c) and (f) to (k), Section 15, Section 17 and Sections 19 to 22 if the total price, including transport, delivery, postage and other costs and fees that the consumer is required to pay under the contract do not exceed €25 and the trader informs the consumer of this before the conclusion of the contract. The total price includes all performances of the consumer under subordinate contracts and all contracts that the consumer and the trader conclude at the same time.</p>
Article 6(7) 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.	<p>Slovak Republic applies the regulatory choice under Article 6(7) of the CRD. See Section 4(1)(g) of the Act No. 108/2024 Coll. on Consumer Protection:</p> <p>(1) The trader shall g) provide all information and documents to the consumer in Slovak or, with the consumer’s consent, in another language comprehensible for the consumer, in the format laid down by law, determined by agreement or requested by the consumer without any additional costs for the consumer in a form accessible to the consumer under an international convention to which the Slovak Republic is a party; this does not affect the possibility to use other languages, labels, graphic symbols and pictograms,</p>

<p>Article 6(8)</p> <p>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.</p>	<p>Slovak Republic does not apply the regulatory choice under Article 6(8) of the CRD.</p>
<p>Article 7(4)</p> <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</p>	<p>Slovak Republic applies the regulatory choice under Article 7(4) of the CRD that allows Member States not to apply this provision in their national law.</p>

<p>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 8(6)</p> <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>Slovak Republic applies the regulatory choice under Article 8(6) of the CRD. See Section 17(1) of the Act No. 108/2024 Coll. on Consumer Protection:</p> <p>(1) At the beginning of any telephone call intended to present an offer to conclude or modify a contract, the trader, or the person acting in the trader's name or on his behalf, shall communicate to the consumer the trader's identification data in accordance with Section 5(1)(b), the commercial intent of the telephone call and the consumer's obligation to pay the price and other costs and fees relating to the delivery or provision of the product. A distance contract as referred to in the first sentence shall be concluded when the consumer's consent to the content of the offer is delivered to the trader on a durable medium.</p>
<p>Article 9(1a)</p> <p>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-</p>	<p>Slovak Republic applies the regulatory choice under Article 9(1a) of the CRD. See Section 20(1)(b) of the Act No. 108/2024 Coll. on Consumer Protection:</p> <p>(1) A consumer may withdraw from a distance or off-premises contract up to b) 30 days from the conclusion date of a contract concluded during an unsolicited visit or sales event or in connection therewith.</p>

<p>discriminatory and justified on grounds of consumer protection.</p>	
<p>Article 9(3)</p> <p>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.</p>	<p>Slovak Republic applies the regulatory choice under Article 9(3) of the CRD. See Section 17(8) and Section 18(7) of the Act No. 108/2024 Coll. on Consumer Protection:</p> <p>Section 17</p> <p>(8) During a trader visit to a consumer that the consumer did not request or give express consent to in advance (hereinafter referred to as an “unsolicited visit”) and during the withdrawal period laid down by Section 20(1)(b) or other applicable legislation, the trader, or the person acting in the trader’s name or on his behalf, must not request or accept from the consumer any payment related to the contract.</p> <p>Section 18</p> <p>(7) The organiser of a sales event or a trader under paragraph 1, point (d) must not request or accept from a consumer payment related to a contract during a sales event and during the withdrawal period laid down by Section 20(1)(b) or other applicable legislation.</p>
<p>Article 16, the second paragraph</p> <p>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 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</p>	<p>Slovak Republic applies the regulatory choice under Article 16, the second paragraph of the CRD. See Section 19(2) of the Act No. 108/2024 Coll. on Consumer Protection:</p> <p>(2) A consumer is entitled to withdraw from a contract without giving reasons during a period under Section 20(1)(b), (2)(b) and (3) if the consumer concluded a contract referred to in paragraph 1, point (a) to (c) or (e) with the trader at a sales event or during an unsolicited visit.</p>

<p>marketing or selling practices. Such provisions shall be proportionate, non-discriminatory and justified on grounds of consumer protection.</p>	
<p>Article 16, the third paragraph 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>Slovak Republic applies the regulatory choice under Article 16, the third paragraph of the CRD. See Section 19(3) of the Act No. 108/2024 Coll. on Consumer Protection:</p> <p>(3) In the case of a distance or off-premises contract for repair, if a consumer has expressly requested a trader's visit for the purpose of carrying out repairs and performance has begun with the prior express consent of the consumer, the consumer loses the right to withdraw from such a contract as soon as the service is fully performed.</p>