



Consumer market study on the functioning of legal and commercial guarantees for consumers in the EU

Country fiche: Cyprus

EUROPEAN COMMISSION

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1. Cyprus

1.1 Regulatory background

Directive 1999/44/EC on Consumer Sales was transposed into the Cypriot legislative system via Law N. 7(I)/2000¹ “Protection of Consumers on Certain Aspects of the Sale of Consumers Goods and Associated Guarantees”, on 28th January 2000. This law was latterly amended by Law N. 90(I)/2007², which cancelled article 11 “Right of appeal in court by organizations or consumer associations”³ of the Law N. 7(I)/2000 “

However, the main regulatory framework for consumers’ rights is to be found under Law N. 133(I)/2013⁴ that harmonised the Law 2011/83/EC on Consumer Rights in the Cypriot legislative system. The laws are not merged. The Law N. 133(I)/2013 is the main legislative piece that safeguards consumers’ rights and the Law N. 7(I)/2000 addresses guarantees.

1.1.1 Transposition of Directive 1999/44/EC

The table below shows how each article has been accommodated in the national legislation. Law N. 7(I)/2000 does not modify to a great extent, the majority of the articles from the Directive on Consumer Sales. In most cases, nonetheless, and as it will be below specifically commented, there are some departures from the original provisions, although deemed minor.

To this end, the consumer must inform the seller of the lack of conformity within two months from the date on which he detected the lack of conformity⁵. Any lack of conformity, which becomes apparent within six months of delivery will be presumed to have existed at the delivery unless this presumption is incompatible with the nature of the goods or the nature the lack of conformity⁶.

Remedies

When there is lack of conformity, the consumer shall be entitled to free restoration of the goods by repair, replacement, or an appropriate reduction of the price or rescission of the contract⁷. The consumer has, first, the right to require the seller to freely repair or

¹ Law Number 7(I) του 2000 ΝΟΜΟΣ ΠΟΥ ΠΡΟΝΟΕΙ ΓΙΑ ΤΗΝ ΠΡΟΣΤΑΣΙΑ ΤΩΝ ΚΑΤΑΝΑΛΩΤΩΝ ΣΧΕΤΙΚΑ ΜΕ ΟΡΙΣΜΕΝΕΣ ΠΤΥΧΕΣ ΤΗΣ ΠΩΛΗΣΗΣ ΚΑΤΑΝΑΛΩΤΙΚΩΝ ΑΓΑΘΩΝ ΚΑΙ ΤΩΝ ΣΥΝΑΦΩΝ ΕΓΓΥΗΣΕΩΝ. Available at: http://www.cylaw.org/nomoi/arith/2000_1_7.pdf . Accessed 27th November 2015.

² Law Number 90(I)/2007 ΝΟΜΟΣ ΠΟΥ ΤΡΟΠΟΠΟΙΕΙ ΤΟΝ ΠΕΡΙ ΟΡΙΣΜΕΝΩΝ ΠΤΥΧΩΝ ΤΗΣ ΠΩΛΗΣΗΣ ΚΑΤΑΝΑΛΩΤΙΚΩΝ ΑΓΑΘΩΝ ΚΑΙ ΤΩΝ ΣΥΝΑΦΩΝ ΕΓΓΥΗΣΕΩΝ ΝΟΜΟ. Available at: http://www.cylaw.org/nomoi/arith/2007_1_90.pdf. Accessed 27th November 2015.

³ According to the respective article, the right to appeal to court for issuing restraining or peremptory order, as referred to in subsection (2) of section 9 of the Law Number 7(I)/2000, is applicable for legally-established organizations or associations that are either under law or under the statutes rise sufficiently legitimate interest in the protection of the collective interests of consumers generally.

⁴ Law number 133(I)/2013 Ο ΠΕΡΙ ΤΩΝ ΔΙΚΑΙΩΜΑΤΩΝ ΤΩΝ ΚΑΤΑΝΑΛΩΤΩΝ ΝΟΜΟΣ. Available at: http://www.cylaw.org/nomoi/arith/2013_1_133.pdf. Accessed 27th November 2015.

⁵ Article 7(2) of the Law Number 7(I) του 2000 ΝΟΜΟΣ ΠΟΥ ΠΡΟΝΟΕΙ ΓΙΑ ΤΗΝ ΠΡΟΣΤΑΣΙΑ ΤΩΝ ΚΑΤΑΝΑΛΩΤΩΝ ΣΧΕΤΙΚΑ ΜΕ ΟΡΙΣΜΕΝΕΣ ΠΤΥΧΕΣ ΤΗΣ ΠΩΛΗΣΗΣ ΚΑΤΑΝΑΛΩΤΙΚΩΝ ΑΓΑΘΩΝ ΚΑΙ ΤΩΝ ΣΥΝΑΦΩΝ ΕΓΓΥΗΣΕΩΝ. Available at: http://www.cylaw.org/nomoi/arith/2000_1_7.pdf. Accessed 27th November 2015.

⁶ Article 7(3) of the Law Number 7(I) του 2000 ΝΟΜΟΣ ΠΟΥ ΠΡΟΝΟΕΙ ΓΙΑ ΤΗΝ ΠΡΟΣΤΑΣΙΑ ΤΩΝ ΚΑΤΑΝΑΛΩΤΩΝ ΣΧΕΤΙΚΑ ΜΕ ΟΡΙΣΜΕΝΕΣ ΠΤΥΧΕΣ ΤΗΣ ΠΩΛΗΣΗΣ ΚΑΤΑΝΑΛΩΤΙΚΩΝ ΑΓΑΘΩΝ ΚΑΙ ΤΩΝ ΣΥΝΑΦΩΝ ΕΓΓΥΗΣΕΩΝ. Available at: http://www.cylaw.org/nomoi/arith/2000_1_7.pdf. Accessed 27th November 2015.

⁷ Article 5(2) of the Law Number 7(I) του 2000 ΝΟΜΟΣ ΠΟΥ ΠΡΟΝΟΕΙ ΓΙΑ ΤΗΝ ΠΡΟΣΤΑΣΙΑ ΤΩΝ ΚΑΤΑΝΑΛΩΤΩΝ ΣΧΕΤΙΚΑ ΜΕ ΟΡΙΣΜΕΝΕΣ ΠΤΥΧΕΣ ΤΗΣ ΠΩΛΗΣΗΣ ΚΑΤΑΝΑΛΩΤΙΚΩΝ ΑΓΑΘΩΝ ΚΑΙ ΤΩΝ ΣΥΝΑΦΩΝ ΕΓΓΥΗΣΕΩΝ. Available at: http://www.cylaw.org/nomoi/arith/2000_1_7.pdf. Accessed 27th November 2015.

replace the goods, unless this is impossible or disproportionate. A remedy shall be deemed disproportionately expensive if compared with the alternative remedy taking into account⁸;

- the value the goods would have been if there was no lack of conformity;
- the significance of the lack of conformity, and;
- whether the alternative remedy could be effected without significant inconvenience to the consumer.

During repair or replacement, the legal guarantee will be frozen and once the good is returned, the guarantee resumes but is not renewed for a new period of two years⁹.

Second hand goods

For second hand goods, the seller and consumer may agree contractual terms or conclude agreements which have a shorter period for the seller's liability beyond that provided for in Article 7 (1) of the 7(I)/2000 Law, but that period in no case may be less than one year¹⁰.

Good conformity

Directive 1999/44/EC aims at ensuring the delivery of goods which “show the quality and performance which are normal” (article 2.2(d)). However, “quality” is not defined and no other measure beyond the concept of “fit for the purpose” mentioned in the paragraph (c) of same article. Therefore the Cypriot legislator considered it relevant to introduce a definition for it. The quality of goods, under the article 4(3) of Law N. 7(I)/2000, therefore includes the following:

- Availability of spare parts, accessories and specialized techniques, where required;
- Safety of goods, as defined in Article 2 of Security on Consumer Products Laws of 1994-1998 and Regulations issued thereunder, 74 (I) of 1994 99 (I) of 1997 107 (I) 1998;
- Reasonable durability and use;
- Appearance and finishing, and;
- Absence of defects.

Measures of protection

Article 14 of the Law N. 7(I)/2000 determines the choice of the applicable law based on the following clause: *“Despite the existence of any contractual clause which makes or seeks to make applicable the law of another territory, other than that of the Member States of European Union”*.

This Law applies, if one of the two (or both) of the following are met: when (a) this clause, based on the court's discretion, results in the application of a law with lower protection than that provided by this Law; or (b) the contract was signed, the consumer

⁸ Article 5(3) of the Law Number 7(I) του 2000 ΝΟΜΟΣ ΠΟΥ ΠΡΟΝΟΕΙ ΓΙΑ ΤΗΝ ΠΡΟΣΤΑΣΙΑ ΤΩΝ ΚΑΤΑΝΑΛΩΤΩΝ ΣΧΕΤΙΚΑ ΜΕ ΟΡΙΣΜΕΝΕΣ ΠΤΥΧΕΣ ΤΗΣ ΠΩΛΗΣΗΣ ΚΑΤΑΝΑΛΩΤΙΚΩΝ ΑΓΑΘΩΝ ΚΑΙ ΤΩΝ ΣΥΝΑΦΩΝ ΕΓΓΥΗΣΕΩΝ. Available at: http://www.cylaw.org/nomoi/arith/2000_1_7.pdf. Accessed 27th November 2015.

⁹ ECC-net, country fiche for Cyprus, http://www.europe-consommateurs.eu/fileadmin/user_upload/eu-consommateurs/PDFs/PDF_EN/REPORT-_GUARANTEE/country_fact_sheets/Country_fiche_CY.pdf

¹⁰ Article 13(2) of the Law Number 7(I) του 2000 ΝΟΜΟΣ ΠΟΥ ΠΡΟΝΟΕΙ ΓΙΑ ΤΗΝ ΠΡΟΣΤΑΣΙΑ ΤΩΝ ΚΑΤΑΝΑΛΩΤΩΝ ΣΧΕΤΙΚΑ ΜΕ ΟΡΙΣΜΕΝΕΣ ΠΤΥΧΕΣ ΤΗΣ ΠΩΛΗΣΗΣ ΚΑΤΑΝΑΛΩΤΙΚΩΝ ΑΓΑΘΩΝ ΚΑΙ ΤΩΝ ΣΥΝΑΦΩΝ ΕΓΓΥΗΣΕΩΝ. Available at: http://www.cylaw.org/nomoi/arith/2000_1_7.pdf. Accessed 27th November 2015.

had his residence either in Cyprus or in a Member State of the European Union and the measures necessary for the conclusion or fulfilment of the contract were taken in the territory either of the Republic of Cyprus or a Member State of the European Union by the consumer or by others on behalf of the consumer.

1.1.2 Table of the transposition

The next page displays the articles from Directive 1999/44/EC on Consumer Sales and its transposition into the Cypriot legislative system. Most of the articles have been transposed and some of them contain an extension of the scope provided by the European legislation as commented above.

Table 1: Transposition of Directive 1999/44/EC in the Cypriot legislation				
Areas	Art.	Content	Legislation	Comment*
Scope and definitions	1.1	Purpose	N. 7(I)/2000	Direct transposition in most of the articles
	1.2.a	Def. Consumer goods	N. 7(I)/2000 Art 2.	<i>Direct transposition</i> - Consumer goods meaning any tangible movable item (i.e. services excluded, e.g. electricity supply)
	1.2.b	Def. Consumer	N. 7(I)/2000 Art 2.	<i>Direct transposition</i> - Meaning any natural person acting for purposes not related to his trade, business or profession
	1.2.c	Def. Seller	N. 7(I)/2000 Art 2.	<i>Direct transposition</i> - Seller being any natural or legal person who sells consumer goods
	1.2.d	Def. Producer	N. 7(I)/2000 Art 2.	<i>Direct transposition</i> - Producer being the manufacturer or importer of the good, or purporting to be so via trademark
	1.2.e	Def. Guarantee	N. 7(I)/2000 Art 2.	<i>Direct transposition</i> - Guarantee being any undertaking by the seller/producer to offer a given remedy free of charge if the consumer good does not meet the advertised specifications
	1.2.f	Def. Repair	N. 7(I)/2000 Art 2.	<i>Direct transposition</i> - Repair meaning bringing consumer goods into conformity with the contract of sale.
	1.3	Exclusion second hand	N. 7(I)/2000 Art 2.	No definition is given
	1.4	Contracts of sale types	N. 7(I)/2000 Art 2.	Definition of contracts for sale
Conformity with the contract	2.1	Conformity requirement	N. 7(I)/2000 Art 4(1).	<i>Direct transposition</i> - Stating that goods must be delivered to the consumer in conformity with the contract of sale
	2.2	Good conformity	N. 7(I)/2000 Art 4(2).	<i>Direct transposition</i> - Stating that goods will be in conformity with the contract if they comply with a set of conditions (e.g. compliant with the description given by the seller; fit for purpose; quality and performance similar to goods of the same type)
	2.3	Lack of conformity	N. 7(I)/2000 Art 4(4).	<i>Direct transposition</i> - Disregarding lack of conformity if the consumer was aware of the fault, or if the lack of conformity had its origin in materials supplied by the consumer
	2.4	Seller statements	N. 7(I)/2000 Art 4(5).	<i>Direct transposition</i> - The seller shall not be bound by public statements in case she/he was not aware of the statement; the statement had been corrected; or the statement did not influence the decision of the consumer to purchase the good
	2.5	Installation	N. 7(I)/2000 Art 4(6).	<i>Direct transposition</i> - Incorrect installation considered equivalent to lack of conformity if installation formed part of the sale or if the installation instructions created the shortcomings
Rights of the consumer	3.1	Liability	N. 7(I)/2000 Art 5(1).	<i>Direct transposition</i> - Establishes that the seller is liable for any lack of conformity which exists at the time the good is delivered
	3.2	Remedies	N. 7(I)/2000 Art 5(2).	<i>Direct transposition</i> - Stating that the consumer has the right to have non-conforming goods brought into conformity free of charge, or to receive an appropriate discount in price, or to contract rescission

	3.3	Conditions	N. 7(l)/2000 Art 5(3)-5(4).	<i>Direct transposition</i> - Repair or replacement offered first and free of charge, unless implying disproportionate costs for the seller. Repair or replacement to be completed within a reasonable time taking into account the value of the good; the significance of the lack of conformity, or whether the remedy can be completed without inconvenience to the consumer
	3.4	Free of charge	N. 7(l)/2000 Art 5(5).	<i>Direct transposition</i> - "Free of charge" referring to the necessary costs incurred to bring the goods into conformity, including postage
	3.5	Reduction of the price	N. 7(l)/2000 Art 5(6).	<i>Direct transposition</i> - Right to price reduction or contract rescission if the consumer is not entitled to the other remedies, or if the seller has not completed them within a reasonable time or without significant inconvenience to the consumer
	3.6	Contract rescission	N. 7(l)/2000 Art 5(7).	<i>Direct transposition</i> - No contract rescission if the lack of conformity is minor
Right of redress	4	Final seller liability	N. 7(l)/2000 Art 6.	<i>Direct transposition</i> - The seller is entitled to pursue remedies against the previous sellers, intermediaries or producer in the contractual chain if the lack of conformity originated there
Time limits	5.1	Time period	N. 7(l)/2000 Art 7(1)-7(4).	<i>Direct transposition</i> - The seller shall be held liable if the lack of conformity becomes apparent within two years from delivery of the good
	5.2	Defect confirmation	N. 7(l)/2000 Art 7(2).	
	5.3	Reversed burden	N. 7(l)/2000 Art 7(3).	<i>Direct transposition</i> - Any lack of conformity detected within six months of delivery of the goods is presumed to have existed at the time of delivery unless incompatible with the nature of the goods or the lack of conformity
Guarantees	6.1	Legally binding	N. 7(l)/2000 Art 8(1).	<i>Direct transposition</i> - Stating that the guarantee will be legally binding on the offerer of the guarantee under guarantee statement and conditions
	6.2	State rights and contents	N. 7(l)/2000 Art 8(2).	<i>Direct transposition</i> - The guarantee shall state that the consumer has legal rights under applicable national legislation, make clear that those rights are not affected by the guarantee; give the guarantee details and process for claiming, plus name, address of guarantor plus scope and duration.
	6.3	Written contract	N. 7(l)/2000 Art 8(3).	<i>Direct transposition</i> - On request by the consumer, the guarantee shall be made available in writing or another accessible durable medium
	6.4	Language of guarantees	N. 7(l)/2000 Art 8(4).	<i>Direct transposition</i> - The guarantee shall be drafted in one or more languages from among the official languages of the EU
	6.5	Respect 6.2-4	N. 7(l)/2000 Art 8(5).	<i>Direct transposition</i> - Specifying the validity of the guarantee contract for consumer even if it infringes on the above three paragraphs
Binding nature	7.1	Right restriction	N. 7(l)/2000 Art 13(1)-13(2).	
	7.1	Reduced period (2nd hand)	N. 7(l)/2000 Art 13(1)-13(2).	For second-hand products the duration of the guarantee can be negotiated between the seller and the consumer but it cannot be less than one year.

	7.2	Measures of protection	N. 7(I)/2000 Art 14.	The Law N. 7(I)/2000 Art 14. "The law applies if either of one or both cases hold."
National law and minimum protection	8.1	Supplementary rights		
	8.2	National rules retain		
Information	9	Inform of the rights		
Modification	10	Directive 98/27/EC		
Transposition	11.1	Date		
	11.2	Provisions		
Review	12	Jul-06		
Entry into force	13	Day of publication		
Address	14	To Member States		
Recitals	15	Period-of-use deduction		
	18	Suspension 2-year period		

* The mention of "direct" means a direct transposition, disregarding the fact that the sentences can be placed differently or paraphrased relative to the Directive formulation

Legend

	Articles at the discretion of the Member State (not mandatory)
	Rules on procedures to transpose
	Recitals –at the discretion of the Member State

1.1.3 Additional rights

There is a further extension of the rights in relation to guarantees, and this is found in the local legislative system. In part IV – Additional Consumers' Rights of the law N. 133(I)/2013, the following is mentioned:

- The seller shall deliver the goods by transferring the physical possession or control of the goods to the consumer without undue delay, but no later than thirty (30) days from the conclusion of the contract(17.-(1)).
- It is forbidden for sellers to charge consumers for using a specific means of payment, fees that exceed the cost of using this instrument by the merchant (18).
- The consumer assumes all the risks only when the goods are transferred to him (19)
- Before the consumer is bound by the contract or offer, the seller shall seek the express consent of the consumer to any extra payment in addition to the remuneration agreed for the main contractual obligation seller (21).

According to Article 15 Law N. 7(I)/2000 the articles of “the laws on sales of consumer goods” from 1994 to 1999 still hold in the sale contracts if they are not in conflict with the express provisions of the Law N. 7(I)/2000¹¹.

The additional rights available to the Cypriot Consumer and User are contained in the Law 133(I)/2013¹² which was issued for the purpose of harmonization with Directive 2011/83/EC. Furthermore the right to withdraw from the contract is heavily regulated by Law N. 133(I)/2013. Especially in the Articles 8 to 15 of the aforementioned law, referring to the right of the withdrawal, the exceptions from this right, the obligation of the seller in case of withdrawal, etc.

According to Article 8, unless the exceptions apply¹³, the consumer may, within a period of fourteen (14) days, withdraw from a distance contract or off-premises contract, without giving any reasons and without any charge beyond those provided in subsection (2) of Article 12 and Article 13 of the aforementioned law.

In case of withdrawal the seller¹⁴ shall reimburse any payment received from the consumer, including, where appropriate, the costs of delivery without undue delay and in any event within 14 days from the day on which he was informed about the consumer's decision to withdraw from the contract pursuant to Article 10. The seller shall refund using the same means of payment as those on which the consumer used for the initial transaction, unless the consumer has expressly agreed otherwise and provided that the consumer is not burdened with costs arising from the refund.

1.2 Enforcement and redress

Alternative Dispute Resolution

¹¹ “The law on consumer goods” (Law Number 10(I)/94 Ο ΠΕΡΙ ΠΩΛΗΣΗΣ ΑΓΑΘΩΝ ΝΟΜΟΣ) was amended by two laws; The Law Number 9(I)/1995 (Available at: http://www.cylaw.org/nomoi/arith/1995_1_009.pdf) and the Law Number 101(I)/1999 (Available at: http://www.cylaw.org/nomoi/arith/1999_1_101.pdf). Accessed 27th November 2015

¹² Law Number 133(I)/2013 Ο ΠΕΡΙ ΤΩΝ ΔΙΚΑΙΩΜΑΤΩΝ ΤΩΝ ΚΑΤΑΝΑΛΩΤΩΝ ΝΟΜΟΣ. Available at: http://www.cylaw.org/nomoi/arith/2013_1_133.pdf. Accessed 27th November 2015

¹³ The exceptions are described in Article 15 of Law Number 133(I)/2013 Ο ΠΕΡΙ ΤΩΝ ΔΙΚΑΙΩΜΑΤΩΝ ΤΩΝ ΚΑΤΑΝΑΛΩΤΩΝ ΝΟΜΟΣ. Available at: http://www.cylaw.org/nomoi/arith/2013_1_133.pdf. Accessed 27th November 2015

¹⁴ Article 12 (1) of the law Number 133(I)/2013 Ο ΠΕΡΙ ΤΩΝ ΔΙΚΑΙΩΜΑΤΩΝ ΤΩΝ ΚΑΤΑΝΑΛΩΤΩΝ ΝΟΜΟΣ. Available at: http://www.cylaw.org/nomoi/arith/2013_1_133.pdf. Accessed 27th November 2015

According to the Ministry of Energy, Trade, Industry and Tourism, the cost of a judicial settlement of a dispute arising among sellers and consumers outweighs the economic value of the transaction that took place. To prevent this disadvantage, Law N. 78 (I) / 2011¹⁵, “The judicial settlement of the Consumer Claims Reference of Arbitration Law” was introduced.

The consumer who has a claim against a seller and wants to settle with the arbitration proceeding under Law N. 78 (I) / 2011¹⁶, may apply to the Competition and Consumer Protection Service of the Ministry of Energy, Trade, Industry and Tourism in accordance with the provisions of Article 11, unless the same consumer complaint has already been taken to the court.

The legislation created a mechanism for the judicial settlement of consumer consumption demands from the sellers. This Law entered into force on 29th July 2011 and aims at court settlement of consumers' demands, when the amount does not exceed €3,000.

To submit an Application Form you must pay between €5 and €17 depending on the amount of the claim. The arbitrator's fee is paid by the party whom the decision is decided against and amounts to € 85 - € 170 depending on the amount of the claim.

Alternative Dispute Resolution

Alternative Dispute Resolution (ADR) does not appear to be developed in Cyprus at time of writing. According to one source¹⁷, the Competition and Consumer Protection Service has prepared a draft Law which provides for the setting up of mechanisms through which a consumer may seek redress to a problem he/she may have by applying to an out of court body

Court settlements

The consumer can file a lawsuit against the seller. The difference then is solved in court under the Law N. 14/1960 “The Civil Procedure Law”¹⁸ and the amending laws¹⁹.

According to Article 9 of Law 7(I)/2000 (“Examination of infringements”), the Authorised Service has a duty to examine, on presentation of a complaint or ex officio, any infringements sellers have on the protection of consumers' interests in this provision of the Law. If the Authorised Service considers that there has been an infringement it may request by application to the court a prohibitive or peremptory order, including an interim order, against any person who is involved or responsible.

During this examination²⁰ the Authorised Service may take into account any commitment provided to it by any person with respect to the violation in question. The Authorised

¹⁵ Law Number 78(I)/2011 Ο ΠΕΡΙ ΤΗΣ ΕΞΩΔΙΚΗΣ ΔΙΕΥΘΕΤΗΣΗΣ ΤΩΝ ΚΑΤΑΝΑΛΩΤΙΚΩΝ ΑΠΑΙΤΗΣΕΩΝ ΜΕ ΤΗΝ ΠΑΡΑΠΟΜΠΗ ΤΟΥΣ ΣΕ ΔΙΑΙΤΗΣΙΑ ΝΟΜΟΣ. Available at: http://www.cylaw.org/nomoi/arith/2011_1_78.pdf. Accessed 27th November 2015

¹⁶ The Law Number 78(I)/2011 was amended by the Law Number 148(I)/2015 Ο ΠΕΡΙ ΤΗΣ ΕΞΩΔΙΚΗΣ ΔΙΕΥΘΕΤΗΣΗΣ ΤΩΝ ΚΑΤΑΝΑΛΩΤΙΚΩΝ ΑΠΑΙΤΗΣΕΩΝ ΜΕ ΤΗΝ ΠΑΡΑΠΟΜΠΗ ΤΟΥΣ ΣΕ ΔΙΑΙΤΗΣΙΑ ΝΟΜΟΣ. Available at: http://www.cylaw.org/nomoi/arith/2015_1_148.pdf. Accessed 27th November 2015

¹⁷ European Commission, National Consumer Organisations, Country Fiche for Cyprus (undated), http://ec.europa.eu/consumers/eu_consumer_policy/consumer_consultative_group/national_consumer_organisations/docs/national-consumer-organisations_cy_listing.pdf

¹⁸ Law Number 14/1960 ΝΟΜΟΣ ΠΡΟΒΛΕΠΩΝ ΠΕΡΙ ΤΗΣ ΣΥΝΘΕΣΕΩΣ, ΔΙΚΑΙΟΔΟΣΙΑΣ ΚΑΙ ΕΞΟΥΣΙΩΝ ΤΩΝ ΔΙΚΑΣΤΗΡΙΩΝ ΤΗΣ ΔΗΜΟΚΡΑΤΙΑΣ ΚΑΙ ΔΙ' ΑΛΛΟΥΣ ΣΚΟΠΟΥΣ ΑΦΟΡΩΝΤΑΣ ΕΙΣ ΤΗΝ ΑΠΟΝΟΜΗΝ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ. Available at: http://www.cylaw.org/nomoi/arith/1960_1_014.pdf. Accessed 27th November 2015.

¹⁹ The list of the amending laws can be found at the following Available at: <http://www.cylaw.org/nomoi/indexes/6.html>.

²⁰ The issuance of decrees is under the Article 10 of the Law Number 7(I) του 2000 ΝΟΜΟΣ ΠΟΥ ΠΡΟΝΟΕΙ ΓΙΑ ΤΗΝ ΠΡΟΣΤΑΣΙΑ ΤΩΝ ΚΑΤΑΝΑΛΩΤΩΝ ΣΧΕΤΙΚΑ ΜΕ ΟΡΙΣΜΕΝΕΣ ΠΤΥΧΕΣ ΤΗΣ ΠΩΛΗΣΗΣ ΚΑΤΑΝΑΛΩΤΙΚΩΝ ΑΓΑΘΩΝ ΚΑΙ ΤΩΝ ΣΥΝΑΦΩΝ ΕΓΓΥΗΣΕΩΝ. Available at: http://www.cylaw.org/nomoi/arith/2000_1_7.pdf . Accessed 27th November 2015.

Service must thoroughly justify its decision not to apply to the court in relation to any complaint which, under the law, they have a duty to examine.

The court before which any application is heard, has the authority (subject to the provisions of the Civil Procedure Law, the Courts of Justice Law and the Civil Procedure Rules) to issue prohibition or imperative decree, including an interim order, which can be used to order:

- The immediate cessation and / or non-repetition of the violation; and / or
- the implementation of remedial measures, within a certain period, to eliminate the illegal situation created by the infringement in question; and / or
- the publication of all or part of the decision of the Court or reconstructive publication of a notice in order to eliminate any continuing effects of the infringement in question; and / or
- the taking of such remedial measures or any other activity or measure that may be deemed necessary or reasonable under the circumstances of the case.

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