

ARTICLES relating to the regulatory options provided for in Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights which Spain has exercised

Updated in June 2022

<p>Directive 2011/83/EU of 25 October 2011 (CRD)</p>	<p>Law 3/2014 of 27 March 2014</p>	<p align="center">TRLGDCU</p>
<p>Article 3(4) CRD 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>	<p>This option has not been exercised.</p>	
<p>Article 5(3) CRD Member States shall not be required to apply paragraph 1 to contracts which involve day-to-day transactions and which are performed immediately at the time of their conclusion.</p>	<p>This option has not been exercised.</p>	
<p>Article 6(7) CRD 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>	<p>Sole article, point twenty-eight</p>	<p>Article 98.1 TRLGDCU Formal requirements for distance contracts</p> <p>1. With respect to distance contracts, the business person shall give the information required by Article 97.1 to the consumer and user in the language used in the contract proposal, or in the language chosen for the contract, and at least in Spanish, or shall make that information available to the consumer and user in a way appropriate to the means of distance communication used, in plain and intelligible language, and they shall, in particular, respect the principle of good faith in commercial transactions and the principles of protection of persons without the capacity to enter into a contract. In so far as that information is provided on a durable medium, it shall be legible.</p> <p>Article 99.1 TRLGDCU</p>

		<p>Formal requirements for off-premises contracts</p> <p>1. With respect to off-premises contracts, the business person shall give the information required by Article 97.1 to the consumer and user on paper or, if the consumer and user agrees, on another durable medium. That information shall be legible and shall be written at least in Spanish and in plain, intelligible language.</p>
<p>Article 6(8) CRD 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>Sole article, point twenty-eight</p>	<p>Article 97.1(h) TRLGDCU Pre-contractual information requirements for distance and off-premises contracts</p> <p>1. Before the consumer and user is bound by a distance or off-premises contract, or any corresponding offer, the business person shall provide them with the following information in a clear and comprehensible manner:</p> <p>(...)</p> <p>h) the language or languages in which the contract may be formalised, when this is not the language in which information was offered to the customer and user before conclusion of the contract.</p>
<p>Article 7(4) CRD 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</p>	<p>This option has not been exercised.</p>	

<p>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 8(6) CRD</p> <p>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>Sole article, point twenty-eight</p> <p>This option has been exercised for contracts concluded by telephone only in cases where the business person contacts a consumer or user by telephone.</p>	<p>Article 98.6 TRLGDCU</p> <p>Formal requirements for distance contracts</p> <p>6. Where it is the business person who telephones a consumer and user for the purpose of concluding a distance contract, that business person shall confirm the offer to the consumer and user in writing or, unless the consumer and user objects, on any durable medium. The consumer and user shall be bound only once they have accepted the offer by signing it or sending their written consent, which they may do using the medium inter alia of paper, email, fax or SMS.</p>
<p>Article 9(3) CRD</p> <p>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>This option has not been exercised.</p>	