

UNOFFICIAL TRANSLATION

The 2013 Law on Consumer Rights, Law 133(I)/2013

Harmonisation with Directive 2011/83/EU

Provisions of the Competition and Consumer Protection Service of the Ministry of Energy,
Commerce, Industry and Tourism, Cyprus

DIRECTIVE 2011/83/EU	Law 133(I)/2013
<p>Article 3 Scope</p> <p>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>	<p>Article 3 Scope</p> <p>Paragraph 3. This Law shall not apply to contracts:</p> <p>(n) concluded off-premises for which the payment to be made by the consumer does not exceed EUR 20.</p>
<p>Article 6</p> <p>Information requirements for distance and off-premises contracts</p> <p>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>	<p>Article 5</p> <p>Information requirements for distance and off-premises contracts</p> <p>Paragraph 7. The information referred to in paragraph 1 shall be written in at least one of the official languages of the Republic of Cyprus or in the language chosen by the consumer, provided that the trader and consumer agree.</p>

DIRECTIVE 2011/83/EU	Law 133(I)/2013
<p style="text-align: center;">Article 6</p> <p style="text-align: center;">Information requirements for distance and off-premises contracts</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 style="text-align: center;">Article 5</p> <p style="text-align: center;">Information requirements for distance and off-premises contracts</p> <p>Paragraph 8. The information requirements laid down by this Law are in addition to information requirements provided for by the Law on the Freedom of Establishment of Service Providers and the Free Movement of Services, as amended or replaced, and by the Law on Certain Aspects of Information Society Services, in particular Electronic Commerce, and Related Matters, as amended or replaced:</p> <p>It shall be understood that if a provision of the Law on the Freedom of Establishment of Service Providers and the Free Movement of Services, as amended or replaced, and of the Law on Certain Aspects of Information Society Services, in particular Electronic Commerce, and Related Matters, as amended or replaced, on the content and the manner in which the information is to be provided conflicts with a provision of this Law, the provision of this Law shall prevail.</p>

DIRECTIVE 2011/83/EU	Law 133(I)/2013
<p style="text-align: center;">Article 7 Formal requirements for off-premises contracts</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 provided in accordance with paragraph 2 of this Article shall contain the information provided for in Article 6(1).</p>	<p style="text-align: center;">Article 6 Formal requirements for off-premises contracts</p> <p>Paragraph 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 5(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 5(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 5(1).</p>
<p style="text-align: center;">Article 8 Formal requirements for distance contracts</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 style="text-align: center;">Article 7 Formal requirements for distance contracts</p> <p>Paragraph 6. Where a distance contract is to be concluded by telephone, the trader has to confirm the offer to the consumer, on paper or on a durable medium, who is bound only once he has signed the offer or has sent his written consent.</p>

DIRECTIVE 2011/83/EU	Law 133(I)/2013
<p data-bbox="465 197 790 223">Article 9 Right of withdrawal</p> <p data-bbox="210 263 1043 443">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 data-bbox="1391 197 1715 223">Article 8 Right of withdrawal</p> <p data-bbox="1137 263 1852 320">Paragraph 3. The contracting parties may perform their contractual obligations during the withdrawal period.</p>