

# RECOMMENDATIONS

for a better presentation of information to consumers

*Organisations which have endorsed these Recommendations agree to disseminate, implement them and/or support their implementation by their members.*

## Glossary:

- **"Consumer"** – a natural person who is acting outside the scope of an economic activity (e.g. trade, business, craft, liberal profession).
- **"Mandatory consumer information"** – for the purposes of this document, information that the trader is legally required to provide to the consumer before the conclusion of a distance contract (in particular online contract) according to the [Consumer Rights Directive 2011/83/EU](#) (from now onwards: CRD), the [Unfair Commercial Practices Directive 2005/29/EC](#) (from now onwards: UCPD) and [Consumer ODR Regulation \(EU\) 524/2013](#) (from now onwards: ODR). See Annex for further details on their information requirements.
- **"Material information"** – important information that the average consumer needs, according to the context, to take a truly informed transactional decision, as legally required under Article 7 (1) of the UCPD. All information requirements under EU law, including all pre-contractual information under the CRD and ODR addressed in this document and all the sector-specific information requirements in relation to commercial communication are material information. Subject to case-by-case assessment, also other information might be material for consumers in a specific transaction<sup>1</sup>.
- **"Standard Terms and Conditions – T&Cs"** – for the purposes of this document, one or more separate legal documents that traders provide in addition to the mandatory pre-contractual information and that are deemed to constitute part of the contract with the consumer.

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<sup>1</sup> See also section 3.4.1 of the Guidance on the implementation/application of Directive 2005/29/EC on unfair commercial practices, SWD (2016) 163 final, 25.5.2016, <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A52016SC0163>.

# 1. INTRODUCTION

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Legal requirements regarding mandatory consumer information can be complex and detailed. In addition, traders often stipulate standard Terms and Conditions that may also be complex and difficult to understand for consumers.

The better consumers are informed about their rights, the more trust they have in buying products, in particular online. The clearer information is provided upfront, the fewer misunderstandings and disputes arise at a later stage.

In the spirit of the ‘New Deal for Consumers’ and in addition to other initiatives to enhance consumers’ and traders’ awareness about their rights and obligations under EU consumer law<sup>2</sup>, this document aims to provide a voluntary tool for companies to better present and communicate both mandatory consumer information and T&Cs to consumers. This document was agreed by the business organisations within a stakeholder expert group (signatories are listed at the end) and facilitated by the European Commission<sup>3</sup>.

These Recommendations primarily focus on the form (“**HOW**” to better present information) and not on the content (“**WHAT**” this information should be).

These Recommendations primarily apply to an online context where there is no direct physical interaction with the consumer. As far as mandatory consumer information is concerned, they address the requirements laid down by the Consumer Rights Directive (CRD), the Unfair Commercial Practices Directive (UCPD) and the Online Dispute Resolution Regulation (ODR), also in conjunction with the eCommerce Directive.

In addition to facilitating the presentation of mandatory consumer information, these Recommendations also aim at assisting traders in making standard Terms and Conditions more readable and accessible to consumers.

Companies are encouraged to follow these Recommendations and the Annex. They retain the flexibility to adjust the presentation of consumer information to their specific communication identity and to their customers’ specific needs and expectations. The Annex with the “Consumer Journey” includes visual ideas of how the presentation of information could look like. Companies may use the proposed design or icons.

**Note:** EU law imposes a number of legal requirements for traders regarding data protection, particularly stemming from the General Data Protection Regulation (GDPR). This

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<sup>2</sup> See e.g. *ConsumerLawReady* training projects for SMEs: [www.consumerlawready.eu](http://www.consumerlawready.eu).

<sup>3</sup> REFIT Fitness Check Stakeholder Consultation Group:

<http://ec.europa.eu/transparency/regexpert/index.cfm?do=groupDetail.groupDetail&groupID=3423&NewSearch=1&NewSearch=1>

*considerably increases the amount of information that traders need to pass to consumers. This initiative is dedicated only to information stemming from horizontal EU Consumer Law, not from the GDPR, even if some principles such as layering of information are already recognized best practices in the data protection field. Nevertheless, at least for clarity purposes, traders are encouraged to clearly separate different types of information relevant for the users of their services.*

## 2. Improving consumers' access to information

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### 2.1. Mandatory consumer information

1. Provide all **mandatory consumer information**, which is listed in the “Consumer Journey” in the Annex, as well as any other legally required information under sector-specific EU and national law, where relevant to your business activities.
2. In addition to information requirements for contracts, sector-specific rules can also require traders to ‘publish’ specific information<sup>4</sup>. **Sector-specific rules** usually take precedence over general consumer rules, such as the CRD, UCPD etc.<sup>5</sup> Although these Recommendations do not address such sector-specific publication requirements, traders concerned may draw inspiration from these Recommendations to meet those requirements in a consumer-friendly way.
3. Provide other **material information**, which is likely to have an impact on the consumer's ability to take an informed transactional decision.
4. Provide information that is most relevant for consumers at **different stages** of the purchase in a **clear and comprehensible** manner. The “Consumer Journey” in the Annex includes a model for providing consumer information at different stages of the transaction. Some information should be permanently visible during the entire ordering process; other information will be relevant only at a specific stage.
5. Adapt the design of information to different means of communication, so that mandatory information is **easy to find and readable irrespective of the device used** (desktop, mobile) for initiating or completing the purchase.
6. **A layered approach** can improve accessibility and understanding of information, especially when the available space is limited, e.g. on mobile devices or wearables (e.g. smart watch) and any other future technology. Each layer of information should be **more detailed** than the previous one. Further information should be provided via headings with hyperlinks or expanded menus, or features including symbols that, when clicked, reveal information boxes etc.

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<sup>4</sup> E.g., for telecoms operators, inter alia the [Universal Service Directive 2002/22/EC](#) includes both specific information requirements regarding contracts (Article 20) and transparency and publication requirements (Article 21).

<sup>5</sup> In line with the “*lex specialis*” principle. See also Section 1.4.1 of the [2016 EC Guidance on the UCPD](#).

7. When targeting consumers in other Member States<sup>6</sup>, pay attention that you may be required to provide contractual information, both mandatory consumer information and standard Terms and Conditions, in the **official language** of that Member State.
8. Use a **legible font size** with appropriate **contrast and colour** of the font and the background.
9. **Highlight important terms**, or put them upfront, to attract consumers' attention, for example those imposing obligations, setting deadlines or excluding or limiting rights.
10. Use **simple and plain language**, also when explaining complex issues, without prejudice to maintaining legal accuracy. For example, use short sentences. Avoid using passive voice. Define key or complicated terms or provide hyperlinks to Frequently Asked Questions (FAQ) or other documents that provide meaningful explanations.
11. Use **tables, or similar tools, for listing many information items**, such as breakdown of delivery costs per weight or delivery areas, etc. Use numbers or visuals or other ways to explain procedures concerning deliveries, returns, complaint handling, customer service, and other practicalities.
12. Be creative when providing information, for example use **symbols and visuals** where possible. The "Consumer Journey" in the Annex proposes a set of icons for the categories of mandatory consumer information that companies may use.

## 2.2. Standard Terms & Conditions

13. There is no legal obligation to provide standard T&Cs in addition to pre-contractual information nor to repeat in standard T&Cs the mandatory information already provided at the pre-contractual stage. Please consider whether T&Cs are needed at all or whether the mandatory information that you have to provide to the consumer already includes what you say or wanted to say in your T&Cs.
14. Material information, i.e. information that consumers need in order to make an informed decision must always be presented before the consumer completes the transaction (pre-contractually) in a clear and comprehensible manner and cannot merely be included in standard T&Cs.
15. If you do consider that standard T&Cs are necessary you must draft them **in plain and intelligible language**<sup>7</sup> allowing the consumer to acquire actual knowledge of all the contract terms. This means two things:
  - a) information is grammatically clear,
  - b) an average consumer is able to foresee the economic consequences resulting from the conclusion of the contract.

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<sup>6</sup> If the Member State has used the regulatory choice under Article 6(7) of the CRD to set language requirements for the contractual information. Regulatory choices under Article 29 of the Consumer Rights Directive, available at [https://ec.europa.eu/info/law/law-topic/consumers/consumer-contract-law/consumer-rights-directive\\_en](https://ec.europa.eu/info/law/law-topic/consumers/consumer-contract-law/consumer-rights-directive_en)

<sup>7</sup> As required in Article 5 of the Unfair Contract Terms Directive 93/13/EEC (UCTD)

16. Make T&Cs available to the consumer before concluding the contract by an **easily understandable link** giving the consumer the possibility to read, to store and to print the T&Cs. Make sure that the link/reference to T&Cs is clear to everyone by avoiding acronyms such as 'AGB', 'T&C', 'CGV', which may not be widely understood by consumers.
17. The clearer the information is and the better it is presented, the easier it will be for the consumer to understand the contract and its consequences. **Unclear contract terms might be null and void**. In case of doubt, courts will give the most favourable interpretation to the consumer. If such terms are essential for the existence and the performance of the contract, the whole contract may be pronounced null and void.
18. Use a **table of contents with hyperlinks** to the major sections of the T&Cs.
19. Use **clear headings for each section of the T&Cs**. When T&Cs contain many sections give a title to each section that will convey the main message – so a quick look is enough for the consumer to understand what the section is about.
20. Keep **T&Cs concise and simple** as much as legally and commercially possible in order to encourage consumers to read them. Where this is not possible, consider other appropriate ways to display the information in a simple way, for example by providing a Frequently Asked Questions (FAQ) document with key information.
21. If you offer products or services to consumers in other EU countries, you are free to choose the law that governs the purchase (**applicable law**)<sup>8</sup>, but you must then also inform consumers in a transparent way that they will not lose the standard of protection by their national consumer law and their home courts<sup>9</sup>.
22. Clearly distinguish consumer contractual information from the **personal data protection notice/policy**, for example through a clear title.

### 3. Changes to contract terms

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23. Be aware that, under EU law, you **cannot unilaterally change**, without a valid reason, the characteristics of the product or service to be provided or the terms of the contract. If your standard T&Cs contain such clauses, they are likely to be seen as an unfair contract terms – hence, null and void<sup>10</sup>.
24. If you have a valid reason for modifying the contractual terms, **do inform the affected consumers** individually in respect of the existing contracts (e.g. subscribers to a social network, app store, newspaper, content streaming service etc.).
25. Use a visually clear way of flagging the changes and when they will come into effect.
26. Use a clear and user-friendly way to inform your consumers as to **their right to accept or refuse the changes to the contract**. Highlight the consequences for the consumers if they do not agree with the proposed changes and how this may impact the enjoyment of their rights and the use of the service.

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<sup>8</sup> Specific rules might still apply for certain sectors.

<sup>9</sup> These consumer rights are enshrined in Article 6 of the ["Rome I" Regulation \(EC\) No 593/2008 on the law applicable to contractual obligations](#) and Article 18 of the ["Brussels I" Regulation No 1215/2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters](#).

<sup>10</sup> See in particular letters j) and k) of the Annex, part 1, to the [Unfair Contract Terms Directive 93/13/EEC](#).

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## ANNEX

### Consumer Journey

#### Slide 1: Information available permanently throughout the ordering process



#### Introduction.

Slide 1 sets out the categories of information that should be made available throughout the ordering process via clear and comprehensible 'labels', such as in the footer or header of the website, i.e. they should be permanently visible on the screen also when the user scrolls up and down. These 'labels' should be hyperlinks to dedicated pages/windows providing more detailed information, the indicative content of which is indicated below. The legal references concern the CRD, unless otherwise indicated, and are provided for information.

#### 1. Trader

Art. 6(1)(b) and (c): provide your company's name and geographical address, meaning the physical location at which you are established; it is not sufficient, for instance, to provide only the PO Box number.

#### 2. Contact us

Art. 6(1)(c): provide at least one of the following: telephone, fax or e-mail address<sup>11</sup>. As an online seller, you should provide

<sup>11</sup> Be aware of the new rules introduced by the recently agreed Directive on "Better enforcement and modernisation of EU consumer protection rules" (so called 'Omnibus' Directive) [http://www.europarl.europa.eu/doceo/document/TA-8-2019-0399\\_EN.html?redirect](http://www.europarl.europa.eu/doceo/document/TA-8-2019-0399_EN.html?redirect). Under the new rules, traders will need to provide both email **and** telephone number. Fax number will no

your e-mail address as this is most likely to enable your consumers to contact you quickly and efficiently. You need to provide both the e-mail address and the telephone number if you use both means of communication in your dealing with your consumers<sup>12</sup>. You can also provide an online form or chat in addition to e-mail address; however, in that case you should

longer be required. The new rules become applicable six months after the transposition deadline, which is two years after the publication of the Directive in the EU Official Journal (this could be approximately in Q1-Q2 of 2022). The document will be updated to reflect these changes in due time.

<sup>12</sup> The Omnibus Directive (see footnote 1) clarifies that traders can provide also other online means of communication (web forms, chats, etc.) in addition to e-mail address, provided these alternative means allow the consumer to keep record of the communication on a durable medium (such as e-mail).

also ensure that the consumer gets acknowledgment of receipt and content of his/her communication via the online form or chat. Typically, such acknowledgment is given by e-mail to the address that the consumer has provided.

### 3. Payment options

Art. 8(3): explain what means of payment you accept, such as the types of credit/debit cards.

### 4. We deliver to:

Art. 8(3): explain to which countries you deliver goods and services (or to which countries you do not deliver if that is more efficient).

### 5. 14-Day Right of Withdrawal (cancellation)<sup>13</sup>

Art. 6(1)(h), (i), (j) and (k): explain the conditions, time limits and procedures for exercising the right of withdrawal, the costs that the consumer has to bear and applicable exceptions from the right of withdrawal.

You may use the model instructions on withdrawal set out in Annex I(A) of the CRD to provide information required by Art. 6(1)(h), (i) and (j), or you can provide such information in your own words, for example:

- Inform the consumer that he/she has **14 days to freely cancel the contract**, from its conclusion in the case of service contract or contract for online digital content (e.g. one-off acquisition of a specific eBook, movie or music file), or from the delivery in the case of supply of goods<sup>14</sup>.
- Explain that the consumer can withdraw by informing you of his/her decision, for instance by a letter or e-mail and that he/she can, but is not obliged to, use the model withdrawal form provided in Annex I(B) of the CRD; provide a link to this form in an easily printable form, with your contact details filled in.
- You can also offer the possibility to exercise the right of withdrawal by filling in an **online form** on your website. In such an online form you can include also additional questions, such as about the reasons of the withdrawal. However, such questions should be clearly marked as optional and leaving them blank should not prevent the consumer from submitting the online form. Confirm the receipt and content of the withdrawal communication submitted via the online form, typically through e-mail to the address that the consumer has provided.
- Inform the consumer that you will **reimburse him/her** of all received sums through the same means of payment initially used by the consumer and as soon as possible and not later than 14 days from the day on which the consumer has informed you of his/her decision to cancel the contract. If you do not offer to collect the goods back, inform the consumer that you can **withhold the**

<sup>13</sup> NOTE: In travel services, the legal framework refers to 'cancellation' rather than to a 'right of withdrawal'. CRD rules on the right of withdrawal do not apply to travel services, but consumers may have a right to cancel in accordance with other legislations.

<sup>14</sup> In particular, from the moment the consumer or a third party, other than the carrier, indicated by the consumer acquires physical possession of the goods. For multiple goods/lots/pieces, or regular delivery of goods, refer to Art. 9.

**reimbursement** until you have received the goods back or the consumer has provided you with a proof of having sent them back.

- If you offer **different types of delivery** beside the standard one, inform the consumer that he/she has to bear the additional cost of delivery of the goods if he/she has chosen another type of delivery (express delivery) other than the least expensive type of standard delivery offered by you.
- If you sell **bulky goods** that are not normally sent by post (i.e. they are not normally delivered for sending to a post office but rather picked up by the carrier directly at the place where they are located) inform the consumer of the cost or the estimated cost of returning the goods. The estimate can be based on your delivery costs for these goods.
- If you provide **services**, inform the consumer that he/she has to bear the reasonable costs for the service<sup>15</sup> provided upon his/her request during the 14-day withdrawal period.
- If you provide products that **are exempted from the right of withdrawal** pursuant to Article 16 of the CRD (e.g. perishable foodstuffs) or may be exempted from the right of withdrawal under certain conditions (e.g. in the event of unpacking of goods sealed for hygienic reasons), inform the consumer that he/she does not benefit from the right of withdrawal in respect of certain goods and/or the circumstances he/she loses the right of withdrawal in respect of certain goods.

### 6. Legal guarantee

Art. 6(1)(l): indicate that, under EU law, you as a seller are liable for any lack of conformity that becomes apparent within a minimum of two years from delivery of the goods and that national laws may give the consumer additional rights<sup>16</sup>.

### 7. After-sales services / commercial guarantees

Art. 6(1)(m): explain the after sales services and commercial guarantees if you provide them for all or some categories of your products. If you offer commercial guarantee, clearly explain in which way the commercial guarantee offers added value compared to the free of charge legal guarantee.

<sup>15</sup> This also applies to contracts for the supply of water, gas electricity where not put up for sale in a limited volume or set quantity, or of district heating.

<sup>16</sup> The rules on legal guarantee are provided in the [Consumer Sales and Guarantees Directive 1999/44/EC](#). This Directive will be replaced by the recently adopted Directive (EU) 2019/771 on certain aspects concerning contracts for the sale of goods and complemented with the new Directive (EU) 2019/770 on certain aspects concerning contracts for the supply of digital content and digital services <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=OJ:L:2019:136:TOC>. Member States will have two years to transpose the new rules into their national law. In accordance with the "Omnibus Directive" traders will have to provide a reminder about legal guarantee not only concerning digital content but also digital content and digital services as provided in the new directive on digital content and digital services. See footnote No 1 regarding the application of the Omnibus Directive. The principle that the trader should be liable for any lack of conformity that existed at the time of delivery of the good is preserved.



## **8. Complaints**

Art 6(1)(g): describe your company's internal complaint handling procedures if you have formalised them.

## **9. Alternative dispute resolution**

Art. 14 ODR Regulation: provide a link to the ODR platform<sup>17</sup> and your e-mail address.

Art. 6(1)(t) and Art. 13 ADR Directive: inform which Alternative Dispute Resolution (ADR) body would be responsible for disputes that a consumer might have with you.

## **10. Terms and Conditions**

Provide link to your standard Terms and Conditions if you have them.

## **11. Code of Conduct**

Art. 6(1)(n): provide link to any Code of Conduct that you are subscribed to, such as this self-regulatory initiative.

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<sup>17</sup><https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>

## Slide 2: “Offer”

**TRADER**

PRODUCT A						
PRODUCT B	1. 	1. 	1. 	1. 	1. 	1. 
PRODUCT C	2. Price	2. Price	2. Price	2. Price	2. Price	2. Price
PRODUCT D	3. Delivery and performance time	3. Delivery and performance time	3. Delivery and performance time	3. Delivery and performance time	3. Delivery and performance time	3. Delivery and performance time
PRODUCT E	4. We deliver to	4. We deliver to	4. We deliver to	4. We deliver to	4. We deliver to	4. We deliver to
PRODUCT F						
PRODUCT G						
PRODUCT H						

Contact us

We Deliver to

14-day Right of Withdrawal (cancellation)

Complaints

Legal guarantee

Alternative Dispute Resolution

After sales services / commercial guarantees

Terms and conditions

Code of conduct

### Introduction

Slide 2 represents a possible intermediate page, which presents a list of products and their prices following consumer's search query. This information is provided in addition to the “permanently available” information discussed on Slide 1. The most important of the information set out below should be provided on the “Offer” page itself, whilst further details should be made available through hyperlinks to dedicated pages/windows. The legal references concern the CRD, unless otherwise indicated, and are provided for information.

#### 1. Product

Art. 6(1)(a): a general description of the main characteristics of the product – also a picture may suffice at this stage.

#### 2. Price<sup>18</sup>

<sup>18</sup> Be aware of the new rules introduced by the recently agreed Directive on “Better enforcement and modernisation of EU consumer protection rules” (so called ‘Omnibus’ Directive). Under the new rules, in case of the announcement of price reduction (commercial claim) traders will also have to indicate the prior price. Such information should be provided whenever a claim on price reduction is made. For details see Article 4(a) of the Omnibus Directive amending the Price Indication Directive 98/6/EC. Whilst the ‘prior price’ is generally defined as the lowest price in the preceding one month period, Member States will be able to set out different rules for goods which are liable to deteriorate or expire rapidly, for goods that have been on sale for less than 30 days and for sales campaigns with progressive increase of the price reduction. Consumers should be also informed when the price has been personalised on the basis of automated decision making (for details

Art. 6(1)(e): total price (including all additional charges and taxes as well as shipping costs). If some of the possible, additional costs cannot be calculated at this stage, mention the type of additional charges that could apply.

For subscriptions, indicate recurring fees (monthly and per billing period) and any additional consumption-based charges.

see Article 2(4) of the Omnibus Directive). The information about personalisation should be provided every time a personalised price is offered. See footnote No 1 regarding the application of the Omnibus Directive.

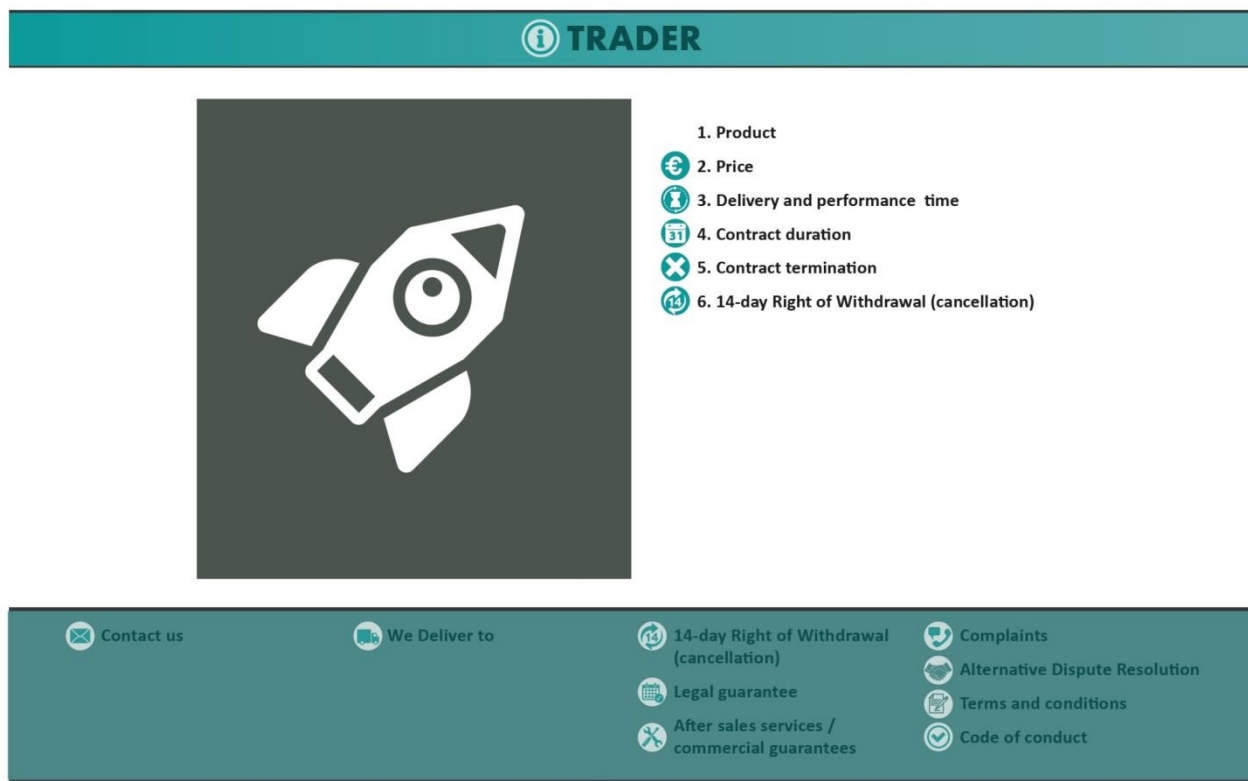
### **3. Delivery and performance time**

Art. 6(1)(g): indicate the generally applicable delivery time for goods and performance time for services.

### **4. We deliver to**

Art. 8(3): inform the consumer about countries to which the concrete product or service can be delivered (or to which countries they cannot be delivered if that is more efficient).

## Slide 3: “Product page”



### Introduction

Slide 3 “Product page” sets out detailed information about the good or service selected by the consumer. Besides the “permanently available” information, at this stage you have to provide further information concerning the specific product chosen by the consumer. The most important of the information set out below should be provided on the “Product” page itself whilst further details should be made available through hyperlinks to dedicated pages/windows. The legal references concern the CRD, unless otherwise indicated, and are provided for information.

#### 1. Product

Art. 6(1)(a), (r) and (s): you have to provide the consumer with a detailed description of the main characteristics of the selected product, including functionality and interoperability for digital products.

- Provide all information needed for taking an **informed purchasing decision**. The level of detail of the information depends on the complexity of the product. You may choose to provide key information on this page and then provide further details through a link to a dedicated page/window;
- For digital products, the description of the main characteristics should include information on **functionality and interoperability** that the consumers need for assessing whether the product fits with their requirements and equipment, for instance the file type or the conditions for updates, where relevant. To provide information about the main characteristics, including functionality and interoperability, for digital products you can use the information model available on European Commission's webpages<sup>19</sup>;
- Inform and seek consumer's consent to any **add-on options** provided against extra payment (no pre-ticked boxes);
- Comply also with **sector-specific information requirements** related to the product's main

<sup>19</sup> See Annex I – Model for the display of consumer information about online digital products, of the DG JUST Guidance document on the Consumer Rights Directive of June 2014, available at: [https://ec.europa.eu/info/law/law-topic/consumers/consumer-contracts-law/consumer-rights-directive\\_en](https://ec.europa.eu/info/law/law-topic/consumers/consumer-contracts-law/consumer-rights-directive_en).

characteristics, such as, for instance, the information about the quality of electronic communication services<sup>20</sup>.

## 2. Price

Art. 6(1)(e): indicate the total price of the product (including all additional charges and taxes as well as shipping costs). If some of the possible additional costs cannot be calculated at this stage, mention the type of additional charges that could apply. For subscriptions, indicate recurring fees (monthly and per billing period) and any additional consumption-based charges.

## 3. Delivery and performance time

Art. 6(1)(g): inform the consumer about the time by which you undertake to deliver the specific good or to perform the specific service that the consumer has chosen. You do not necessarily have to indicate a specific calendar date, as this may not always be practically feasible. It is possible to indicate a period, such as '10 days' or 'two weeks'.

## 4. Contract duration

Art. 6(1)(o): inform about the duration of the contract, where applicable.

## 5. Contract termination (Art 6(1)(o) and (p))

- Inform about the procedure (any prior notice period, charges and notification means to be used by the consumer) for terminating the contract;
- If applicable, inform about any minimum duration of the contract, i.e., the minimum time period to which the consumer is bound;
- If applicable, inform about the process of any automatic renewal (roll-over) of the contract and how this can be prevented (e.g. prior notice periods and the notification means to be used).

## 6. 14-day Right of Withdrawal (cancellation)


Art. 6(1)(h), (i), (j) and (k): provide **additional** clear link to the information about the right of withdrawal. It can be the same information that is also permanently available through the link in the header or footer unless you wish to further specify it for this concrete product.

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<sup>20</sup> Article 20 of the Universal Service Directive <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32002L0022&from=en> and Articles 102-104 of the recently adopted Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code (Recast) which will be applicable from 21 December 2020. <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018L1972&from=EN>

## Slide 4: “Verification of the order and Checkout”

**TRADER**



1. Product
2. Price
3. Delivery and performance time
4. Contract duration
5. Contract termination
6. 14-day Right of Withdrawal (cancellation)

€ TOTAL PRICE **BUY** 9.

Contact us We Deliver to 14-day Right of Withdrawal (cancellation) Complaints  
Legal guarantee Alternative Dispute Resolution  
After sales services / commercial guarantees Terms and conditions  
Code of conduct

### Introduction

This is the last step of the ordering process, e.g. display of the shopping basket contents, where you have to ask the consumer to verify and confirm the order. Article 8(2) CRD sets out the information that should be provided directly before the conclusion of the contract. This information should be presented in a way that the consumer can actually see and read it before placing the order without being obliged to navigate away from the order page. Hyperlinks to other pages providing this information are not enough.

Furthermore, in order to make it easy for consumers to have an overview of the key aspects of the online purchase, it is recommended to include some additional information elements, in particular the additional information categories referred to in Article 8(4) of the CRD.

#### 1. Product

Art. 6(1)(a): provide the same information as on the “product” page. At least the key features of the main characteristics should appear on this verification and check-out page. Further details can be made available via hyperlinks.

#### 2. Total price

Art. 6(1)(e): provide, directly on the actual verification and check-out page, the total price, now including all additional costs and charges.

#### 3. Delivery and performance time

Art. 6(1)(g): provide the same information as on the “Product” page.

#### 4. Contract duration

Art. 6(1)(o): where applicable, provide directly on this verification and check-out page the same information as on the “Product” page.

#### 5. Contract termination

Art. 6(1)(o) and (p): where applicable, provide directly on this verification and check-out page the same information as on the “Product” page.

#### 6. Right of withdrawal

Art. 6(1)(h), (i), (j) and (k): provide via hyperlink the same information as described on the “Product” page.

7. For **services to be provided immediately** – provide a tick box to collect consumer's express request to start the performance of the service before the end of the right of withdrawal period and acknowledgement of the loss of the right of withdrawal once the contract has been fully performed (Art. 8(8); Art. 16(a)).
8. For **digital content to be provided immediately** – provide a tick box to collect consumer's consent to immediate provision of online digital content and acknowledgement of the loss of the right of withdrawal once the performance is started (such as streaming or download) Art. 16(m)).
9. For the confirmation of the order/ conclusion of the contract provide a **“Buy”** or similarly labelled button with a mention that placing the order triggers an obligation to pay (Art. 8(2)).

NOTE: use of a pre-ticked box or provisions in the Terms and Conditions does not satisfy the requirement for express consent and acknowledgment.

## Slide 5: “Confirmation of the contract”

When the distance contract is concluded, the trader must provide the consumer with the confirmation of the contract on a durable medium (typically by email) within a reasonable time after the conclusion of the distance contract, and at the latest at the time of the delivery of the goods or before the performance of the service begins (Art. 8(7) CRD).

Confirmation cannot be provided on a webpage whilst a customer's private account on the trader's website where the trader uploads the information addressed to the consumer could be considered a durable medium.

The confirmation of the contract should be in an easy to understand format. The confirmation of the contract should include:

- **All information required by Art. 6(1) CRD** unless this has already been provided on a durable medium, such as in a mail order catalogue, SMS or e-mail, before the contract was concluded [Art. 8(7)(a)];
- Link to **ODR platform** [Article 14 ODR Regulation];
- For **digital content** not supplied on tangible medium you have to include the confirmation of the consumer's prior express consent to have the performance started and acknowledgment of loss of right of withdrawal [Art 8(7)(b) & 16(m) CRD].