

**USE OF THE OPTIONS PROVIDED BY DIRECTIVE 2011/83/EU ON CONSUMER RIGHTS**

<b>Provisions of Directive 2011/83/EU</b>	<b>Options applied in national legislation</b>
<p><b>Article 3(4)</b> 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>Bulgaria is not applying this option. The provisions of the Directive are to apply to all off-premises contracts regardless of value.</p>
<p><b>Article 5(3)</b> 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>Bulgaria is not applying this option.</p>
<p><b>Article 5(4)</b> Member States may adopt or maintain additional pre-contractual information requirements for contracts to which this Article applies.</p>	<p>Bulgaria is applying this option.</p> <p><b>Article 4(1)(9), (10), (11) and (12) of the Consumer Protection Act:</b> <i>‘Article 4(1) Before the consumer is bound by a contract or offer to conclude a contract other than a distance or off-premises contract, the trader shall provide the consumer with the following information in a clear and comprehensible manner, unless such information is clear from the context or from the nature or character of the goods or service:</i></p> <p>.....</p> <p><i>(9) availability of the goods or services;</i></p> <p><i>(10) the dangers associated with the normal use, consumption or maintenance of the goods or services;</i></p> <p><i>(11) the conditions for use of the goods or services; their impact on other products or services if used or consumed in combination;</i></p> <p><i>(12) the shelf-life of the goods, where applicable.’</i></p>

<p><b>Article 6(7)</b> 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>Bulgaria is applying this option.</p> <p><b>Article 47(7) of the Consumer Protection Act:</b> <i>‘Article 47(7) The information in the distance sales contract and off-premises contract shall be provided in Bulgarian.’</i></p>
<p><b>Article 6(8)</b> 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>Without prejudice to the first subparagraph, if a provision of Directive 2006/123/EC or Directive 2000/31/EC on the content and the manner in which the information is to be provided conflicts with a provision of this Directive, the provision of this Directive shall prevail.</p>	<p>Bulgaria is not introducing into national legislation any additional information requirements in connection with Directive 2006/123/EC or Directive 2000/31/EC.</p>
<p><b>Article 7(4)</b> 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>Member States may decide not to apply this paragraph.</p>	<p>Bulgaria is not applying this option and is not introducing the requirement under Article 7(4).</p>

<p><b>Article 8(6)</b> 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>Bulgaria is applying this option.</p> <p><b>Article 49(7) of the Consumer Protection Act:</b> <i>‘Article 49(7) When concluding a distance contract by telephone, the trader shall confirm the offer to the consumer on a durable medium. The consumer shall be bound only once he has signed the offer or has sent his written consent stating his acceptance of the offer.’</i></p>
<p><b>Article 9(3)</b> 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>Bulgaria has no similar national legislation and is not applying this option.</p>