

## TOC

# **Note from the French authorities to the European Commission about the implementation in national law of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights**

### III. Options open to the Member States in implementing Directive 2011/83/EU

In keeping with their legal tradition of protecting the economic interests of consumers, the French authorities did not opt to exclude from the scope of the measures implementing Directive 2011/83/EU off-premises contracts for amounts of less than EUR 50, as authorised by Article 3(4), or to introduce a lighter set of requirements for pre-contractual information and the conditions for concluding contracts where these contracts do not exceed EUR 200, as authorised by Article 7(4) of Directive 2011/83/EU.

With regard to Article 6(7) and (8) of Directive 2011/83/EU, its implementation in French law has not led to any changes in the regulations on the language requirements applicable to consumer information and has complemented the existing information requirements for services and e-commerce under Directives 2006/123/EC and 200/31/EC.

However, France has taken up the option provided for in Article 8(6) in relation to contracts concluded after a telephone call; it is covered by Article L.121-20 of the Consumer Code, as amended by Article 9 of Law No 2014-344.

Finally, in accordance with Article 9(3) of Directive 2011/83/EU, the prohibition on a trader collecting payment from a consumer within seven days of the conclusion of an off-premises contract has been maintained in Article L.121-18-2 of the Consumer Code and provided for in Article 9 of Law No 2014-344.