

GOVERNMENT OF PORTUGAL
MINISTRY OF ECONOMIC AFFAIRS
DIRECTORATE-GENERAL FOR CONSUMER AFFAIRS

Information/Proposal

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For: Teresa Moreira

SUBJECT: Notification to the European Commission of the legislative options chosen in implementing the Consumer Rights Directive

Outgoing No

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Purpose of the proposed information note

We are hereby submitting for approval by the hierarchy a table setting out the legislative options chosen by Portugal in implementing Directive 2011/83/EU on consumer rights.

In the Directive's provisions on full harmonisation there are some cases where the Member States may choose different options. The Member States are required to notify such cases to the Commission.

At annex please find a table of the options that, if approved, should be sent to the Permanent Representation for notification to the Commission.

(Polite close)

Annex: Table (also sent by email to the Directorate and the DSAISC)

Directive 2011/83/EU	Transposition by Portugal
<p>- Article 3(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>Portugal used the option as follows: the law does not apply to off-premises contracts for <u>subscriptions to periodicals</u> for which the payment to be made by the consumer does not exceed EUR 40 (Article 2(2) of Decree-Law No 24/2014 of 14 February 2014, as amended by the fourth amendment to the Consumer Protection Law).</p>
<p>- Article 6(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>Portugal took the option of laying down language requirements (Article 9(1) of Decree-Law No 24/2014 of 14 February 2014).</p>
<p>- Article 7(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...’ Member States <u>may decide not to apply</u> this paragraph.</p>	<p>Portugal decided not to apply it.</p>
<p>- Article 8(6): ‘Where a distance contract is to be concluded by telephone, Member States <u>may provide that</u> 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>Portugal used the option as follows: when a distance contract is to be concluded by telephone the consumer is bound only once he has signed the offer or has sent his written consent to the supplier of the goods or provider of the services, <u>unless the initial telephone contact was made by the consumer</u> (Article 5(7) of Decree-Law No 24/2014, as amended by the fourth amendment to the Consumer Protection Law).</p>
<p>- Article 9(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>Portugal did not use this option.</p>

