Is áis doiciméadúcháin amháin an téacs seo agus níl aon éifeacht dhlíthiúil aige. Ní ghabhann institiúidí an Aontais aon dliteanas orthu féin i leith inneachar an téacs. Is iad na leaganacha de na gníomhartha a foilsíodh in Iris Oifigiúil an Aontais Eorpaigh agus atá ar fáil ar an suíomh gréasáin EUR-Lex na leaganacha barántúla de na gníomhartha ábhartha, brollach an téacs san áireamh. Is féidir teacht ar na téacsanna oifigiúla sin ach na naisc atá leabaithe sa doiciméad seo a bhrú

►B DIRECTIVE 2011/83/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL

of 25 October 2011

on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council

(Text with EEA relevance)

(IO L 304, 22.11.2011, lch. 64)

Arna leasú le:

		Iris Oifigiúil		
		Uimh	Leathanach	Dáta
►M1	Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 (*)	L 326	1	11.12.2015
►M2	Treoir (AE) 2019/2161 ó Pharlaimint na hEorpa agus ón gComhairle an 27 Samhain 2019	L 328	7	18.12.2019
►M3	Treoir (AE) 2023/2673 ó Pharlaimint na hEorpa agus ón gComhairle an 22 Samhain 2023	L 2673	1	28.11.2023
►M4	Treoir (AE) 2024/825 ó Pharlaimint na hEorpa agus ón gComhairle an 28 Feabhra 2024	L 825	1	6.3.2024

(*) Níor foilsíodh an gníomh seo i nGaeilge.

▼B

DIRECTIVE 2011/83/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL

of 25 October 2011

on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council

(Text with EEA relevance)

CHAPTER I

SUBJECT MATTER, DEFINITIONS AND SCOPE

Article 1

Subject matter

The purpose of this Directive is, through the achievement of a high level of consumer protection, to contribute to the proper functioning of the internal market by approximating certain aspects of the laws, regulations and administrative provisions of the Member States concerning contracts concluded between consumers and traders.

Article 2

Definitions

For the purpose of this Directive, the following definitions shall apply:

(1) ‘consumer’ means any natural person who, in contracts covered by this Directive, is acting for purposes which are outside his trade, business, craft or profession;

(2) ‘trader’ means any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession in relation to contracts covered by this Directive;

▼M2

(3) ciallaíonn ‘earraí’ earraí mar a shainmhínítear i bpointe (5) d’Airteagal 2 de Threoir 2019/771 ó Pharlaimint na hEorpa agus ón gComhairle ([1]);

▼B

(4) ‘goods made to the consumer’s specifications’ means non-prefabricated goods made on the basis of an individual choice of or decision by the consumer;

([1]) Treoir (AE) 2019/771 ó Pharlaimint na hEorpa agus ón gComhairle an 20 Bealtaine 2019 maidir le gnéithe áirithe a bhaineann le conarthaí chun earraí a dhíol, lena leasaítear Rialachán (AE) 2017/2394 agus Treoir 2009/22/CE, agus lena n-aisghairtear Treoir 1999/44/CE (IO L 136, 22.5.2019, lch. 28).

▼M2

(4a) ciallaíonn ‘sonraí pearsanta’ sonraí pearsanta mar a shainmhínítear i bpointe (1) d’Airteagal 4 de Rialachán (AE) 2016/679 ó Pharlaimint na hEorpa agus ón gComhairle ([1]);

(5) ciallaíonn ‘conradh díolacháin’ aon chonradh faoina ndéanann an trádálaí úinéireacht earraí a aistriú chuig an tomhaltóir, nó faoina ngeallann sé an méid sin a dhéanamh, lena n-áirítear aon chonradh a bhfuil idir earraí agus seirbhísí mar ábhar aige;

(6) ciallaíonn ‘conradh seirbhíse’ aon chonradh seachas conradh díolacháin faoina soláthraíonn an trádálaí seirbhís, nó faoina ngeallann sé seirbhís den chineál sin a sholáthar dó, lena n-áirítear seirbhís dhigiteach, don tomhaltóir;

▼B

(7) ‘distance contract’ means any contract concluded between the trader and the consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;

(8) ‘off-premises contract’ means any contract between the trader and the consumer:

(a) concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;

(b) for which an offer was made by the consumer in the same circumstances as referred to in point (a);

(c) concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer; or

(d) concluded during an excursion organised by the trader with the aim or effect of promoting and selling goods or services to the consumer;

(9) ‘business premises’ means:

(a) any immovable retail premises where the trader carries out his activity on a permanent basis; or

(b) any movable retail premises where the trader carries out his activity on a usual basis;

(10) ‘durable medium’ means any instrument which enables the consumer or the trader to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;

([1]) Rialachán (AE) 2016/679 ó Pharlaimint na hEorpa agus ón gComhairle an 27 Aibreán 2016 maidir le daoine nádúrtha a chosaint maidir le próiseáil sonraí pearsanta agus maidir le saorghluaiseacht sonraí den sórt sin, agus lena n-aisghairtear Treoir 95/46/CE (An Rialachán Ginearálta um Chosaint Sonraí) (IO L 119, 4.5.2016, lch. 1).

▼M2

(11) ciallaíonn ‘ábhar digiteach’ ábhar digiteach mar a shainmhínítear i bpointe (1) d’Airteagal 2 de Threoir (AE) 2019/770 ó Pharlaimint na hEorpa agus ón gComhairle ([1]);

▼B

(12) ‘financial service’ means any service of a banking, credit, insurance, personal pension, investment or payment nature;

(13) ‘public auction’ means a method of sale where goods or services are offered by the trader to consumers, who attend or are given the possibility to attend the auction in person, through a transparent, competitive bidding procedure run by an auctioneer and where the successful bidder is bound to purchase the goods or services;

(14) ‘commercial guarantee’ means any undertaking by the trader or a producer (the guarantor) to the consumer, in addition to his legal obligation relating to the guarantee of conformity, to reimburse the price paid or to replace, repair or service goods in any way if they do not meet the specifications or any other requirements not related to conformity set out in the guarantee statement or in the relevant advertising available at the time of, or before the conclusion of the contract;

▼M4

(14a) ciallaíonn “ráthaíocht tráchtála um marthanacht” ráthaíocht tráchtála de chuid táirgeora um marthanacht dá dtagraítear in Airteagal 17 de Threoir (AE) 2019/771, faoina bhfuil an táirgeoir faoi dhliteanas díreach don tomhaltóir le linn thréimhse iomlán na ráthaíochta tráchtála um marthanacht chun na hearraí a dheisiú nó a athsholáthar i gcomhréir le hAirteagal 14 de Threoir (AE) 2019/771, nuair nach gcoinníonn na hearraí a marthanacht;

(14b) ciallaíonn “marthanacht” marthanacht mar a shainmhínítear in Airteagal 2, pointe (13), de Threoir (AE) 2019/771;

(14c) ciallaíonn “táirgeoir” táirgeoir mar a shainmhínítear in Airteagal 2, pointe (4), de Threoir (AE) 2019/771;

(14d) ciallaíonn “scór indeisitheachta” scór lena léirítear an cumas atá ag earra chun bheith deisithe, bunaithe ar cheanglais chomhchuibhithe arna mbunú ar leibhéal an Aontais;

(14e) ciallaíonn “nuashonrú bogearraí” nuashonrú saor in aisce, lena náirítear nuashonrú slándála, is gá chun earraí ag a bhfuil eilimintí digiteacha, ábhar digiteach agus seirbhísí digiteacha a choinneáil i gcomhréireacht i gcomhréir le Treoracha (AE) 2019/770 agus (AE) 2019/771;

▼B

(15) ‘ancillary contract’ means a contract by which the consumer acquires goods or services related to a distance contract or an off-premises contract and where those goods are supplied or those services are provided by the trader or by a third party on the basis of an arrangement between that third party and the trader;

▼M2

(16) ciallaíonn ‘seirbhís dhigiteach’ seirbhís dhigiteach mar a shainmhínítear i bpointe (2) d’Airteagal 2 de Threoir (AE) 2019/770;

([1]) Treoir (AE) 2019/770 ó Pharlaimint na hEorpa agus ón gComhairle an 20 Bealtaine 2019 maidir le gnéithe áirithe a bhaineann le conarthaí chun ábhar digiteach agus seirbhísí digiteacha a sholáthar (IO L 136, 22.5.2019, lch. 1).

▼M2

(17) ciallaíonn ‘margadh ar líne’ seirbhís a úsáideann bogearraí, lena n-áirítear suíomh gréasáin, cuid de shuíomh gréasáin nó feidhmchlár atá á oibriú ag trádálaí nó thar a cheann lenar féidir le tomhaltóirí cianchonarthaí a thabhairt i gcrích le trádálaithe nó le tomhaltóirí eile;

(18) ciallaíonn ‘soláthraí margaidh ar líne’ aon trádálaí a sholáthraíonn margadh ar líne do thomhaltóirí;

(19) ciallaíonn ‘comhoiriúnacht’ comhoiriúnacht mar a shainmhínítear i bpointe (10) d’Airteagal 2 de Threoir (AE) 2019/770;

(20) ciallaíonn ‘feidhmiúlacht’ feidhmiúlacht mar a shainmhínítear i bpointe (11) d’Airteagal 2 de Threoir (AE) 2019/770;

(21) ciallaíonn ‘idir-inoibritheacht’ idir-inoibritheacht mar a shainmhínítear i bpointe (12) d’Airteagal 2 de Threoir (AE) 2019/770.

▼B

Article 3

Scope

▼M2

1. Beidh feidhm ag an Treoir seo, faoi na coinníollacha agus a mhéid a leagtar amach i bhforálacha na Treorach, maidir le haon chonradh a thugtar i gcrích idir trádálaí agus tomhaltóir i gcás ina n-íocann an tomhaltóir an praghas atá air nó ina ngeallann sé an praghas a íoc. Beidh feidhm aici maidir le conarthaí le haghaidh soláthar uisce, gáis, leictreachais nó téamh ceantair, lena n-áirítear conarthaí soláthraithe poiblí, a mhéid a sholáthraítear na tráchtearraí sin ar bhonn conarthach.

1a. Beidh feidhm ag an Treoir seo i gcás ina soláthraíonn an trádálaí ábhar digiteach nach soláthraítear ar mheán inláimhsithe, nó seirbhís dhigiteach, don tomhaltóir, nó ina ngeallann sé é nó í a sholáthar don tomhaltóir, agus go dtugann an tomhaltóir sonraí pearsanta don trádálaí, nó go ngeallann sé iad a thabhairt don trádálaí, ach amháin sa chás inarb é an trádálaí amháin a phróiseálfaidh na sonraí pearsanta arna dtabhairt ag an tomhaltóir chun críchean t-ábhar digiteach, ar ábhar digiteach é nach soláthraítear ar mheán inláimhsithe nó ar sheirbhís dhigiteach i gcomhréir leis an Treoir seo, a sholáthar, nó chun go mbeidh an trádálaí in ann ceanglais dhlíthiúla a bhfuil sé faoina réir a chomhlíonadh, agus nach bpróiseálfaidh an trádálaí na sonraí sin ar aon chúis eile.

▼M3

1b. I gcás cianchonarthaí a thugtar i gcrích idir trádálaí agus tomhaltóir chun seirbhísí airgeadais a sholáthar, ní bheidh feidhm ach ag Airteagail 1 agus 2, Airteagal 3(2), (5) agus (6), Airteagal 4, Airteagal 6a, Airteagal 8(6), Airteagal 11a, Airteagail 16a go 16e, Airteagal 19, Airteagail 21 go 23, Airteagal 24(1) agus (6), Airteagail 25 go 27 agus Airteagal 29.

Cé is moite d’Airteagal 21, i gcás ina gcuimsíonn conradh aonair den chineál dá dtagraítear sa chéad fhomhír comhaontú seirbhíse tosaigh a ndéantar, le himeacht ama, sraith oibríochtaí comhleanúnacha nó sraith oibríochtaí ar leithligh den chineál céanna ina dhiaidh, ní bheidh feidhm ag na forálacha dá dtagraítear sa chéad fhomhír ach amháin maidir leis an gcomhaontú tosaigh.

▼M3

I gcás nach ndéantar aon chomhaontú seirbhíse tosaigh ach ina ndéantar oibríochtaí comhleanúnacha, nó oibríochtaí ar leithligh, den chineál céanna le himeacht ama a bhaineann leis na páirtithe conarthacha céanna, ní bheidh feidhm ag Airteagal 16a ná ag Airteagal 16d ach amháin maidir leis an gcéad oibríocht.

Sa chás nach ndéantar aon oibríocht den chineál céanna ar feadh tréimhse níos faide ná bliain amháin, áfach, measfar gurb í an chéad oibríocht i sraith nua oibríochtaí í an chéad oibríocht eile, agus, dá réir sin, beidh feidhm ag Airteagail 16a agus 16d.

▼B

2. If any provision of this Directive conflicts with a provision of another Union act governing specific sectors, the provision of that other Union act shall prevail and shall apply to those specific sectors.

3. This Directive shall not apply to contracts:

(a) for social services, including social housing, childcare and support of families and persons permanently or temporarily in need, including long-term care;

(b) for healthcare as defined in point (a) of Article 3 of Directive 2011/24/EU, whether or not they are provided via healthcare facilities;

(c) for gambling, which involves wagering a stake with pecuniary value in games of chance, including lotteries, casino games and betting transactions;

▼M3

(d) i gcás seirbhísí airgeadais nach gcumhdaítear le hAirteagal 3(1b);

▼B

(e) for the creation, acquisition or transfer of immovable property or of rights in immovable property;

(f) for the construction of new buildings, the substantial conversion of existing buildings and for rental of accommodation for residential purposes;

▼M1

(g) on packages as defined in point 2 of Article 3 of Directive (EU) 2015/2302 of the European Parliament and of the Council ([1]).

([1]) Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11.12.2015, p. 1).

▼M1

Article 6(7), Article 8(2) and (6) and Articles 19, 21 and 22 of this Directive shall apply *mutatis mutandis* to packages as defined in point 2 of Article 3 of Directive (EU) 2015/2302 in relation to travellers as defined in point 6 of Article 3 of that Directive.

▼B

(h) which fall within the scope of Directive 2008/122/EC of the European Parliament and of the Council of 14 January 2009 on the protection of consumers in respect of certain aspects of time-share, long-term holiday product, resale and exchange contracts ([1]);

(i) which, in accordance with the laws of Member States, are established by a public office-holder who has a statutory obligation to be independent and impartial and who must ensure, by providing comprehensive legal information, that the consumer only concludes the contract on the basis of careful legal consideration and with knowledge of its legal scope;

(j) for the supply of foodstuffs, beverages or other goods intended for current consumption in the household, and which are physically supplied by a trader on frequent and regular rounds to the consumer's home, residence or workplace;

▼M2

(k) le haghaidh seirbhísí iompair, cé is moite d'Airteagal 8(2) agus Airteagail 19, 21 agus 22;

▼B

(l) concluded by means of automatic vending machines or automated commercial premises;

(m) concluded with telecommunications operators through public payphones for their use or concluded for the use of one single connection by telephone, Internet or fax established by a consumer;

▼M2

(n) le haghaidh aon earraí a dhíoltar trí fhorghníomhú nó ar dhóigh eile le húdarás an dlí.

▼B

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.

5. This Directive shall not affect national general contract law such as the rules on the validity, formation or effect of a contract, in so far as general contract law aspects are not regulated in this Directive.

6. This Directive shall not prevent traders from offering consumers contractual arrangements which go beyond the protection provided for in this Directive.

([1]) OJ L 33, 3.2.2009, p. 10.

▼B

Article 4

Level of harmonisation

Member States shall not maintain or introduce, in their national law, provisions diverging from those laid down in this Directive, including more or less stringent provisions to ensure a different level of consumer protection, unless otherwise provided for in this Directive.

CHAPTER II

CONSUMER INFORMATION FOR CONTRACTS OTHER THAN DISTANCE OR OFF-PREMISES CONTRACTS

Article 5

Information requirements for contracts other than distance or off-premises contracts

1. Before the consumer is bound by a contract other than a distance or an off-premises contract, or any corresponding offer, the trader shall provide the consumer with the following information in a clear and comprehensible manner, if that information is not already apparent from the context:

(a) the main characteristics of the goods or services, to the extent appropriate to the medium and to the goods or services;

(b) the identity of the trader, such as his trading name, the geographical address at which he is established and his telephone number;

(c) the total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated, as well as, where applicable, all additional freight, delivery or postal charges or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable;

(d) where applicable, the arrangements for payment, delivery, performance, the time by which the trader undertakes to deliver the goods or to perform the service, and the trader's complaint handling policy;

▼M4

(e) meabhrúchán gurb ann don ráthaíocht dhlíthiúil um chomhréireacht le haghaidh earraí agus meabhrúchán faoina príomheilimintí, lena n-áirítear fad íosta 2 bhliain na ráthaíochta dlíthiúla sin dá bhforáiltear i dTreoir (AE) 2019/771, ar bhealach feiceálach, agus úsáid á baint as an bhfógra comhchuibhithe dá dtagraítear in Airteagal 22a den Treoir seo;

(ea) i gcás ina dtairgeann an táirgeoir ráthaíocht tráchtála um marthanacht don tomhaltóir gan costas breise, lena gcumhdaítear an t-earra iomlán agus a bhfuil níos mó ná 2 bhliain léi agus ina gcuireann an táirgeoir an fhaisnéis sin ar fáil don trádálaí, an fhaisnéis go mbaineann an t-earra sin tairbhe as ráthaíocht den sórt sin, fad na ráthaíochta sin agus meabhrúchán gurb ann don ráthaíocht dhlíthiúil um chomhréireacht, ar bhealach feiceálach, agus úsáid á baint as an lipéad comhchuibhithe dá dtagraítear in Airteagal 22a;

▼M4

(eb) meabhrúchán gurb ann don ráthaíocht dhlíthiúil um chomhréireacht le haghaidh ábhar digiteach agus seirbhísí digiteacha;

(ec) i gcás inarb infheidhme, ráiteas gurb ann do sheirbhísí iardhíola agus ráthaíochtaí tráchtála agus na coinníollacha a bhaineann leo sin;

(ed) maidir le hearraí ag a bhfuil eilimintí digiteacha, maidir le hábhar digiteach agus maidir le seirbhísí digiteacha, i gcás ina gcuireann an táirgeoir nó an soláthraí an fhaisnéis ar fáil don trádálaí, an íostréimhse, cibé acu a shloinntear í mar thréimhse ama nó faoi threoir dáta, ar lena linn a sholáthraíonn an táirgeoir nó an soláthraí nuashonruithe bogearraí;

▼B

(f) the duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract;

▼M2

(g) i gcás inarb infheidhme, feidhmiúlacht, lena n-áirítear bearta cosanta teicniúla is infheidhme, earraí ag a bhfuil eilimintí digiteacha, an ábhair dhigitigh agus na seirbhísí digiteacha;

(h) nuair is infheidhme, aon comhoiriúnacht agus idir-inoibritheacht a ghabhann le hearraí ag a bhfuil eilimintí digiteacha, le hábhar digiteach agus le seirbhísí digiteacha a bhfuil an trádálaí ar an eolas fúthu nó a bhféadfaí a bheith ag súil leis le réasún go raibh an trádálaí ar an eolas fúthu;

▼M4

(i) i gcás inarb infheidhme, an scór indeisitheachta do na hearraí;

(j) i gcás nach bhfuil feidhm ag pointe (i) agus ar choinníoll go gcuireann an táirgeoir an fhaisnéis ar fáil don trádálaí, faisnéis faoi infhaighteacht agus costas measta na bpáirteanna spártha is gá chun na hearraí a choinneáil i gcomhréireacht, agus faoin nós imeachta chun páirteanna spártha den sórt sin a ordú, faoi infhaighteacht treoracha deisiúcháin agus cothabhála agus faoi shrianta deisiúcháin.

▼B

2. Paragraph 1 shall also apply to contracts for the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, of district heating or of digital content which is not supplied on a tangible medium.

3. 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.

4. Member States may adopt or maintain additional pre-contractual information requirements for contracts to which this Article applies.

CHAPTER III

CONSUMER INFORMATION AND RIGHT OF WITHDRAWAL FOR DISTANCE AND OFF-PREMISES CONTRACTS

Article 6

Information requirements for distance and off-premises contracts

1. Before the consumer is bound by a distance or off-premises contract, or any corresponding offer, the trader shall provide the consumer with the following information in a clear and comprehensible manner:

▼B

(a) the main characteristics of the goods or services, to the extent appropriate to the medium and to the goods or services;

(b) the identity of the trader, such as his trading name;

▼M2

(c) an seoladh geografach ag a bhfuil an trádálaí bunaithe, mar aon le huimhir theileafóin agus seoladh ríomhphoist an trádálaí; sa bhreis air sin, i gcás ina soláthraíonn an trádálaí modhanna eile cumarsáide ar líne lena ráthaítear gur féidir leis an tomhaltóir aon chomhfhreagras i scríbhinn, lena n-áirítear dáta agus am an chomhfhreagrais sin, a bhíonn aige leis an trádálaí a choinneáil ar mheán marthanach, beidh mionsonraí na modhanna eile sin tugtha san fhaisnéis; fágfaidh na modhanna cumarsáide uile sin arna soláthar ag an trádálaí go mbeidh an tomhaltóir in ann teagmháil a dhéanamh leis an trádálaí go tapa agus cumarsáid a dhéanamh leis go héifeachtúil; nuair is infheidhme, déanfaidh an trádálaí freisin seoladh geografach agus aitheantas an trádálaí a bhfuil sé ag gníomhú thar a cheann a thabhairt;

▼B

(d) if different from the address provided in accordance with point (c), the geographical address of the place of business of the trader, and, where applicable, that of the trader on whose behalf he is acting, where the consumer can address any complaints;

(e) the total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated, as well as, where applicable, all additional freight, delivery or postal charges and any other costs or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable. In the case of a contract of indeterminate duration or a contract containing a subscription, the total price shall include the total costs per billing period. Where such contracts are charged at a fixed rate, the total price shall also mean the total monthly costs. Where the total costs cannot be reasonably calculated in advance, the manner in which the price is to be calculated shall be provided;

▼M2

(ea) i gcás inarb infheidhme, go ndearnadh an praghas a phearsantú bunaithe ar chinnteoireacht uathoibrithe;

▼B

(f) the cost of using the means of distance communication for the conclusion of the contract where that cost is calculated other than at the basic rate;

▼M4

(g) na socruithe maidir le híocaíocht, seachadadh, lena n-áirítear roghanna seachadta atá neamhdhíobhálach don chomhshaol, i gcás ina bhfuil siad ar fáil, feidhmíocht, an t-am faoina ngabhfaidh an trádálaí air féin na hearraí a sheachadadh nó na seirbhísí a fheidhmiú agus, i gcás inarb infheidhme, beartas láimhseála gearán an trádálaí;

▼M3

(h) i gcás ina bhfuil ceart chun tarraingt siar ann, na coinníollacha, an teorainn ama agus na nósanna imeachta maidir leis an gceart sin a fheidhmiú i gcomhréir le hAirteagal 11(1), chomh maith leis an bhfoirm shamplach tarraingt siar a leagtar amach in Iarscríbhinn I (B), agus, i gcás inarb infheidhme, faisnéis faoin bhfeidhm tarraingt siar dá dtagraítear in Airteagal 11a a bheith ann agus a shuíomh;

▼B

(i) where applicable, that the consumer will have to bear the cost of returning the goods in case of withdrawal and, for distance contracts, if the goods, by their nature, cannot normally be returned by post, the cost of returning the goods;

(j) that, if the consumer exercises the right of withdrawal after having made a request in accordance with Article 7(3) or Article 8(8), the consumer shall be liable to pay the trader reasonable costs in accordance with Article 14(3);

(k) where a right of withdrawal is not provided for in accordance with Article 16, the information that the consumer will not benefit from a right of withdrawal or, where applicable, the circumstances under which the consumer loses his right of withdrawal;

▼M4

(l) meabhrúchán gurb ann don ráthaíocht dhlíthiúil um chomhréireacht le haghaidh earraí agus meabhrúchán faoina príomheilimintí, lena n-áirítear fad íosta 2 bhliain na ráthaíochta sin dá bhforáiltear i dTreoir (AE) 2019/771, ar bhealach feiceálach, agus úsáid á baint as an bhfógra comhchuibhithe dá dtagraítear in Airteagal 22a den Treoir seo;

(la) i gcás ina dtairgeann an táirgeoir ráthaíocht tráchtála um marthanacht don tomhaltóir gan costas breise, lena gcumhdaítear an t-earra iomlán agus a bhfuil fad níos mó ná 2 bhliain léi, agus ina gcuireann an táirgeoir an fhaisnéis sin ar fáil don trádálaí, an fhaisnéis go mbaineann an t-earra sin tairbhe as ráthaíocht den sórt sin, fad na ráthaíochta sin agus meabhrúchán gurb ann don ráthaíocht dhlíthiúil um chomhréireacht, ar bhealach feiceálach, agus úsáid á baint as an lipéad comhchuibhithe dá dtagraítear in Airteagal 22a;

(lb) meabhrúchán gurb ann don ráthaíocht dhlíthiúil um chomhréireacht le haghaidh ábhar digiteach agus seirbhísí digiteacha;

(lc) maidir le hearraí ag a bhfuil eilimintí digiteacha, maidir le hábhar digiteach agus maidir le seirbhísí digiteacha, i gcás ina gcuireann an táirgeoir nó an soláthraí an fhaisnéis ar fáil don trádálaí, an íostréimhse, cibé acu a shloinntear í mar thréimhse ama nó faoi threoir dáta, ar lena linn a sholáthraíonn an táirgeoir nó an soláthraí nuashonruithe bogearraí;

▼B

(m) where applicable, the existence and the conditions of after sale customer assistance, after-sales services and commercial guarantees;

(n) the existence of relevant codes of conduct, as defined in point (f) of Article 2 of Directive 2005/29/EC, and how copies of them can be obtained, where applicable;

(o) the duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract;

(p) where applicable, the minimum duration of the consumer's obligations under the contract;

▼B

(q) where applicable, the existence and the conditions of deposits or other financial guarantees to be paid or provided by the consumer at the request of the trader;

▼M2

(r) i gcás inarb infheidhme, feidhmiúlacht, lena n-áirítear bearta cosanta teicniúla is infheidhme, earraí ag a bhfuil eilimintí digiteacha, an ábhair dhigitigh agus na seirbhísí digiteacha;

(s) i gcás inarb infheidhme, aon chomhoiriúnachtagus idir-inoibritheacht ábhartha a ghabhann le hearraí ag a bhfuil eilimintí digiteacha, le hábhar digiteach agus le seirbhísí digiteacha a bhfuil an trádálaí ar an eolas fúthu nó a bhféadfaí a bheith ag súil leis le réasún go raibh an trádálaí ar an eolas fúthu;

▼B

(t) where applicable, the possibility of having recourse to an out-of-court complaint and redress mechanism, to which the trader is subject, and the methods for having access to it;

▼M4

(u) i gcás inarb infheidhme, an scór indeisitheachta do na hearraí;

(v) i gcás nach bhfuil feidhm ag pointe (u) agus ar choinníoll go gcuireann an táirgeoir an fhaisnéis ar fáil don trádálaí, faisnéis faoi infhaighteacht agus costas measta na bpáirteanna spártha is gá chun na hearraí a choinneáil i gcomhréireacht, agus faoin nós imeachta chun páirteanna spártha den sórt sin a ordú, faoi infhaighteacht treoracha deisiúcháin agus cothabhála agus faoi shrianta deisiúcháin.

▼B

2. Paragraph 1 shall also apply to contracts for the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, of district heating or of digital content which is not supplied on a tangible medium.

3. In the case of a public auction, the information referred to in points (b), (c) and (d) of paragraph 1 may be replaced by the equivalent details for the auctioneer.

▼M2

4. Féadfar an fhaisnéis dá dtagraítear i bpointí (h), (i) agus (j) de mhír 1 den Airteagal seo a sholáthar trí na treoracha samplacha tarraingt siar a leagtar amach in Iarscríbhinn I(A). Beidh na ceanglais faisnéise a leagtar síos i bpointí (h), (i) agus (j) de mhír 1 den Airteagal seo comhlíonta ag an trádálaí i gcás inar thug an trádálaí na treoracha sin don tomhaltóir agus iad líonta isteach i gceart aige. Na tagairtí don tréimhse tarraingt siar 14 lá sna treoracha samplacha tarraingt siar a leagtar síos in Iarscríbhinn I(A), cuirfear tagairtí do thréimhse tarraingt siar 30 lá ina n-ionad i gcásanna inar ghlac Ballstáit rialacha i gcomhréir le hAirteagal 9(1a).

▼B

5. The information referred to in paragraph 1 shall form an integral part of the distance or off-premises contract and shall not be altered unless the contracting parties expressly agree otherwise.

6. If the trader has not complied with the information requirements on additional charges or other costs as referred to in point (e) of paragraph 1, or on the costs of returning the goods as referred to in point (i) of paragraph 1, the consumer shall not bear those charges or costs.

▼B

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.

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.

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.

9. As regards compliance with the information requirements laid down in this Chapter, the burden of proof shall be on the trader.

▼M2

Airteagal 6a

Ceanglais bhreise shonracha faisnéise le haghaidh conarthaí a thugtar i gcrích i margaí ar líne

1. Sula gcuirfear tomhaltóir faoi cheangal ag cianchonradh, nó ag aon tairiscint chomhfhreagrach, i margadh ar líne, tabharfaidh soláthraí an mhargaidh ar líne, gan dochar do Threoir 2005/29/CE, an fhaisnéis seo a leanas don tomhaltóir ar bhealach soiléir agus oiriúnach agus atá iomchuí don mhodh cianchumarsáide:

(a) faisnéis ghinearálta, ar ní í a chuirtear ar fáil i roinn ar leith den chomhéadan ar líne ar féidir é a rochtain go díreach agus go héasca ón leathanach ar a gcuirtear na tairiscintí i láthair, maidir leis na príomhpharaiméadair lena socraítear rangú na dtairiscintí, mar a shainmhínítear i bpointe (m) d'Airteagal 2(1) de Threoir 2005/29/CE, a chuirtear i láthair an tomhaltóra mar thoradh ar an gcuardach agus tábhacht choibhneasta na bparaiméadar sin i gcodarsnacht le paraiméadair eile;

(b) cé acu is trádálaí é an tríú páirtí a bhfuil na hearraí, na seirbhísí nó an t-ábhar digiteach á dtairiscint aige nó nach ea, bunaithe ar an dearbhú a thug an tríú páirtí sin do sholáthraí an mhargaidh ar líne;

(c) i gcás nach trádálaí é an tríú páirtí a bhfuil na hearraí, na seirbhísí nó an t-ábhar digiteach á dtairiscint aige, nach mbeidh feidhm maidir leis an gconradh ag na cearta tomhaltóirí a eascraíonn as dlí an Aontais maidir le cosaint tomhaltóirí;

(d) i gcás inarb infheidhme, an chaoi a ndéantar na hoibleagáidí a bhaineann leis an gconradh a roinnt idir an tríú páirtí a bhfuil na hearraí, na seirbhísí nó an t-ábhar digiteach á dtairiscint aige agus soláthraí an mhargaidh ar líne, agus nach dochar faisnéis den sórt sin d'aon fhreagracht atá ar sholáthraí an mhargaidh ar líne nó ar an trádálaí tríú páirtí maidir leis an gconradh faoi dhlí eile de chuid an Aontais nó faoi dhlí eile náisiúnta.

2. Gan dochar do Threoir 2000/31/CE, ní chuirtear leis an Airteagal seo aon chosc ar na Ballstáit ceanglais bhreise faisnéise a fhorchur le haghaidh soláthraithe margaí ar líne. Beidh na forálacha sin comhréireach agus neamh-idirdhealaitheach agus beidh údar maith leo ar fhorais cosanta tomhaltóirí.

▼B

Article 7

Formal requirements for off-premises contracts

1. With respect to off-premises contracts, the trader shall give the information provided for in Article 6(1) to the consumer on paper or, if the consumer agrees, on another durable medium. That information shall be legible and in plain, intelligible language.

2. The trader shall provide the consumer with a copy of the signed contract or the confirmation of the contract on paper or, if the consumer agrees, on another durable medium, including, where applicable, the confirmation of the consumer's prior express consent and acknowledgement in accordance with point (m) of Article 16.

▼M2

3. I gcás ina bhfuil comhlíonadh seirbhísí, nó soláthar uisce, gáis nó leictreachais, i gcás nach gcuirtear ar díol ina dtoirt theoranta nó ina gcainníocht shocraithe, nó téamh ceantair á iarraidh ag tomhaltóir agus ina bhfuil an méid sin le tosú le linn na tréimhse tarraingt siar dá bhforáiltear in Airteagal 9(2), agus ina gcuirtear leis an gconradh oibleagáid ar an tomhaltóir íocaíocht a dhéanamh, ceanglóidh an trádálaí go ndéanfaidh an tomhaltóir iarraidh shainráite den sórt sin ar mheán marthanach agus iarrfaidh sé ar an tomhaltóir a admháil a luaithe a bheidh an conradh comhlíonta go hiomlán ag an trádálaí, nach mbeidh an ceart tarraingt siar ag an tomhaltóir a thuilleadh.

▼B

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:

(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;

(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).

Member States may decide not to apply this paragraph.

5. Member States shall not impose any further formal pre-contractual information requirements for the fulfilment of the information obligations laid down in this Directive.

Article 8

Formal requirements for distance contracts

1. With respect to distance contracts, the trader shall give the information provided for in Article 6(1) or make that information available to the consumer in a way appropriate to the means of distance communication used in plain and intelligible language. In so far as that information is provided on a durable medium, it shall be legible.

▼B

2. ►M4 Má chuirtear an tomhaltóir faoi oibleagáid íocaíocht a dhéanamh mar gheall ar chianchonradh atá le tabhairt i gcrích trí mhodh leictreonach, cuirfidh an trádálaí an tomhaltóir ar an eolas ar bhealach soiléir feiceálach, agus díreach sula gcuirfidh an tomhaltóir a ordú isteach, faoin bhfaisnéis dá bhforáiltear in Airteagal 6(1), pointí (a), (e), (la), (o) agus (p). ◄

The trader shall ensure that the consumer, when placing his order, explicitly acknowledges that the order implies an obligation to pay. If placing an order entails activating a button or a similar function, the button or similar function shall be labelled in an easily legible manner only with the words ‘order with obligation to pay’ or a corresponding unambiguous formulation indicating that placing the order entails an obligation to pay the trader. If the trader has not complied with this subparagraph, the consumer shall not be bound by the contract or order.

3. Trading websites shall indicate clearly and legibly at the latest at the beginning of the ordering process whether any delivery restrictions apply and which means of payment are accepted.

▼M2

4. Má thugtar an conradh i gcrích trí mhodh cianchumarsáide lena dtugtar méid teoranta spáis nó ama le haghaidh an fhaisnéis a chur ar taispeáint, tabharfaidh an trádálaí, ar an modh áirithe, nó tríd an modh áirithe, sula dtabharfar an conradh sin i gcrích, ar a laghad an fhaisnéis réamhchonarthach maidir le príomh-shaintréithe na n-earraí nó na seirbhísí, aitheantas an trádálaí, an praghas iomlán, an ceart tarraingt siar, ré an chonartha agus, más ré neamhchinntithe atá sa chonradh, na coinníollacha maidir leis an gconradh a fhoirceannadh, dá dtagraítear faoi seach i bpointí (a), (b), (e), (h) agus (o) d’Airteagal 6(1), seachas an fhoirm shamplach tarraingt siar a leagtar amach in Iarscríbhinn I(B) dá dtagraítear i bpointe (h). Maidir leis an bhfaisnéis eile dá dtagraítear in Airteagal 6(1), lena n-áirítear an fhoirm shamplach tarraingt siar, tabharfaidh an trádálaí don tomhaltóir í ar bhealach iomchuí i gcomhréir le mír 1 den Airteagal seo.

▼B

5. Without prejudice to paragraph 4, if the trader makes a telephone call to the consumer with a view to concluding a distance contract, he shall, at the beginning of the conversation with the consumer, disclose his identity and, where applicable, the identity of the person on whose behalf he makes that call, and the commercial purpose of the call.

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.

7. The trader shall provide the consumer with the confirmation of the contract concluded, on a durable medium 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. That confirmation shall include:

(a) all the information referred to in Article 6(1) unless the trader has already provided that information to the consumer on a durable medium prior to the conclusion of the distance contract; and

▼B

(b) where applicable, the confirmation of the consumer's prior express consent and acknowledgment in accordance with point (m) of Article 16.

▼M2

8. I gcás ina bhfuil comhlíonadh seirbhísí, nó soláthar uisce, gáis nó leictreachais nach gcuirtear ar díol ina dtoirt theoranta nó ina gcainníocht shocraithe, nó téamh ceantair á iarraidh ag tomhaltóir agus ina bhfuil an méid sin le tosú le linn na tréimhse tarraingt siar dá bhforáiltear in Airteagal 9(2), agus i gcás ina gcuirtear leis an gconradh oibleagáid ar an tomhaltóir íocaíocht a dhéanamh, ceanglóidh an trádálaí go ndéanfaidh an tomhaltóir iarraidh shainráite ina leith, agus go n-iarrfaidh sé ar an tomhaltóir freisin a admháil, a luaithe a bheidh an conradh comhlíonta go hiomlán ag an trádálaí, nach mbeidh an ceart tarraingt siar ag an tomhaltóir a thuilleadh.

▼B

9. This Article shall be without prejudice to the provisions on the conclusion of e-contracts and the placing of e-orders set out in Articles 9 and 11 of Directive 2000/31/EC.

10. Member States shall not impose any further formal pre-contractual information requirements for the fulfilment of the information obligations laid down in this Directive.

Article 9

Right of withdrawal

1. Save where the exceptions provided for in Article 16 apply, the consumer shall have a period of 14 days to withdraw from a distance or off-premises contract, without giving any reason, and without incurring any costs other than those provided for in Article 13(2) and Article 14.

▼M2

1a. Féadfaidh na Ballstáit rialacha a ghlacadh ar i gcomhréir leo a dhéanfar an tréimhse tarraingt siar 14 lá dá dtagraítear i mír 1 a fhadú go 30 lá maidir le conarthaí arna dtabhairt i gcrích i gcomhthéacs cuairteanna gan iarraidh arna dtabhairt ag trádálaí ar theach tomhaltóra nó turais arna n-eagrú ag trádálaí a bhfuil sé mar aidhm leo nó a bhfuil de thoradh orthu táirgí a chur chun cinn i measc tomhaltóirí nó táirgí a dhíol leo chun leasanna dlisteanacha tomhaltóirí a chosaint i ndáil le cleachtais mhargaíochta nó díolacháin atá ionsaitheach nó míthreorach. Beidh na forálacha sin comhréireach agus neamh-idirdhealaitheach agus beidh údar maith leo ar fhorais cosanta tomhaltóirí.

2. Gan dochar d'Airteagal 10, rachaidh an tréimhse tarraingt siar dá dtagraítear i mír 1 den Airteagal seo in éag tar éis 14 lá nó, i gcásanna ina bhfuil rialacha glactha ag na Ballstáit i gcomhréir le mír 1a den Airteagal seo tar éis 30 lá, amhail ón:

▼B

(a) in the case of service contracts, the day of the conclusion of the contract;

(b) in the case of sales contracts, the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the goods or:

▼B

(i) in the case of multiple goods ordered by the consumer in one order and delivered separately, the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the last good;

(ii) in the case of delivery of a good consisting of multiple lots or pieces, the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the last lot or piece;

(iii) in the case of contracts for regular delivery of goods during defined period of time, the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the first good;

(c) in the case of contracts for the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, of district heating or of digital content which is not supplied on a tangible medium, the day of the conclusion of the contract.

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.

Article 10

Omission of information on the right of withdrawal

1. If the trader has not provided the consumer with the information on the right of withdrawal as required by point (h) of Article 6(1), the withdrawal period shall expire 12 months from the end of the initial withdrawal period, as determined in accordance with Article 9(2).

▼M2

2. Má tá an fhaisnéis dá dtagraítear i mír 1 den Airteagal seo tugtha ag an trádálaí don tomhaltóir laistigh de 12 mhí ón lá dá dtagraítear in Airteagal 9(2), rachaidh an tréimhse tarraingt siar in éag 14 lá nó, i gcásanna ina bhfuil rialacha glactha ag na Ballstáit i gcomhréir le hAirteagal 9(1a), 30 lá tar éis an lá ar a bhfaigheann an tomhaltóir an fhaisnéis sin.

▼B

Article 11

Exercise of the right of withdrawal

1. Before the expiry of the withdrawal period, the consumer shall inform the trader of his decision to withdraw from the contract. For this purpose, the consumer may either:

(a) use the model withdrawal form as set out in Annex I(B); or

(b) make any other unequivocal statement setting out his decision to withdraw from the contract.

▼B

Member States shall not provide for any formal requirements applicable to the model withdrawal form other than those set out in Annex I(B).

2. The consumer shall have exercised his right of withdrawal within the withdrawal period referred to in Article 9(2) and Article 10 if the communication concerning the exercise of the right of withdrawal is sent by the consumer before that period has expired.

3. The trader may, in addition to the possibilities referred to in paragraph 1, give the option to the consumer to electronically fill in and submit either the model withdrawal form set out in Annex I(B) or any other unequivocal statement on the trader's website. In those cases the trader shall communicate to the consumer an acknowledgement of receipt of such a withdrawal on a durable medium without delay.

4. The burden of proof of exercising the right of withdrawal in accordance with this Article shall be on the consumer.

▼M3

Airteagal 11a

Feidhmiú an chirt chun tarraingt siar as cianchonarthaí a thugtar i gcrích trí chomhéadan ar líne

1. Maidir le cianchonarthaí a thugtar i gcrích trí chomhéadan ar líne, áiritheoidh an trádálaí gur féidir leis an tomhaltóir tarraingt siar as an gconradh trí fheidhm tarraingt siar a úsáid.

Déanfar an fheidhm tarraingt siar a lipéadú leis na focail 'tarraing siar ón gconradh anseo' nó le foirmliú comhfhreagrach gan débhrí, ar bhealach soléite. Beidh an fheidhm tarraingt siar ar fáil go leanúnach le linn na tréimhse tarraingt siar. Beidh sí le feiceáil go feiceálach ar an gcomhéadan ar líne agus beidh rochtain éasca ag an tomhaltóir uirthi.

2. Cuirfidh an fheidhm tarraingt siar ar chumas an tomhaltóra ráiteas tarraingt siar ar líne a chomhlánú chun a chinneadh nó a cinneadh tarraingt siar ón gconradh a chur in iúl don trádálaí. Cuirfidh an ráiteas tarraingt siar ar líne sin ar chumas an tomhaltóra an fhaisnéis seo a leanas a sholáthar nó a dhearbhú go héasca:

(a) a ainm nó a hainm;

(b) mionsonraí lena sainaithnítear an conradh ar mian leis nó léi tarraingt siar uaidh;

(c) mionsonraí maidir leis an modh leictreonach trína seolfar admháil chuig an tomhaltóir á rá go bhfuarthas an tarraingt siar.

3. A luaithe a bheidh an ráiteas tarraingt siar ar líne comhlánaithe ag an tomhaltóir i gcomhréir le mír 2, cuirfidh an trádálaí ar chumas an tomhaltóra é a chur faoina bhráid trí bhíthin feidhm dhearbhúcháin.

Déanfar an fheidhm dhearbhúcháin sin a lipéadú ar bhealach soléite leis na focail 'dearbhaigh an tarraingt siar' nó le foirmliú comhfhreagrach gan débhrí.

▼M3

4. A luaithe a ghníomhachtóidh an tomhaltóir an fheidhm dhearbhúcháin, seolfaidh an trádálaí admháil chuig an tomhaltóir á rá go bhfuarthas an tarraingt siar ar mheán marthanach, ina mbeidh faisnéis faoin ábhar atá inti agus faoin dáta agus faoin am a cuireadh isteach í, gan moill mhíchuí.

5. Measfar gur fheidhmigh an tomhaltóir a cheart nó a ceart chun tarraingt siar laistigh den tréimhse tarraingt siar ábhartha má chuir sé nó sí an ráiteas siar dá dtagraítear san Airteagal seo isteach sula ndeachaigh an tréimhse sin in éag.

▼B

Article 12

Effects of withdrawal

The exercise of the right of withdrawal shall terminate the obligations of the parties:

(a) to perform the distance or off-premises contract; or

(b) to conclude the distance or off-premises contract, in cases where an offer was made by the consumer.

Article 13

Obligations of the trader in the event of withdrawal

1. The trader shall reimburse all payments received from the consumer, including, if applicable, the costs of delivery without undue delay and in any event not later than 14 days from the day on which he is informed of the consumer's decision to withdraw from the contract in accordance with Article 11.

The trader shall carry out the reimbursement referred to in the first subparagraph using the same means of payment as the consumer used for the initial transaction, unless the consumer has expressly agreed otherwise and provided that the consumer does not incur any fees as a result of such reimbursement.

2. Notwithstanding paragraph 1, the trader shall not be required to reimburse the supplementary costs, if the consumer has expressly opted for a type of delivery other than the least expensive type of standard delivery offered by the trader.

3. Unless the trader has offered to collect the goods himself, with regard to sales contracts, the trader may withhold the reimbursement until he has received the goods back, or until the consumer has supplied evidence of having sent back the goods, whichever is the earliest.

▼M2

4. Maidir le sonraí pearsanta an tomhaltóra, comhlíonfaidh an trádálaí na hoibleagáidí is infheidhme faoi Rialachán (AE) 2016/679.

5. Staonfaidh an trádálaí ó úsáid a bhaint as aon ábhar, seachas sonraí pearsanta, a sholáthair nó a chruthaigh an tomhaltóir le linn dó an t-ábhar digiteach nó an tseirbhís dhigiteach arna sholáthar nó arna soláthar ag an trádálaí a úsáid, ach amháin i gcás ábhar:

(a) nach bhfuil aon fhóntas aige lasmuigh de chomhthéacs an ábhair dhigitigh nó na seirbhíse digití arna sholáthar nó arna soláthar ag an trádálaí;

(b) nach mbaineann ach le gníomhaíocht an tomhaltóra, agus úsáid á baint aige as an ábhar digiteach nó an tseirbhís dhigiteach arna sholáthar nó arna soláthar ag an trádálaí;

(c) nach bhfuil comhiomlánaithe ag an tradálaí le sonraí eile agus nach féidir é a imdhealú, ach amháin trí iarrachtaí díréireacha a dhéanamh; nó

(d) a ghin an tomhaltóir agus daoine eile i gcomhpháirt, agus ar féidir le tomhaltóirí eile leanúint d'úsáid a bhaint as an ábhar.

6. Ach amháin sna cásanna dá dtagraítear i bpointe (a), (b) nó (c) de mhír 5, cuirfidh an trádálaí ar fáil don tomhaltóir, ar iarratas an tomhaltóra, aon ábhar, seachas sonraí pearsanta, a sholáthair nó a chruthaigh an tomhaltóir le linn dó an t-ábhar digiteach nó an tseirbhís dhigiteach arna sholáthar nó arna soláthar ag an trádálaí a úsáid.

7. Beidh an tomhaltóir i dteideal an t-ábhar digiteach sin a aisghabháil saor in aisce, gan bac ón trádálaí, laistigh de thréimhse réasúnach ama agus ar fhormáid a úsáidtear go coitianta agus atá inléite ag meaisín.

8. I gcás tarraingt siar ón gconradh, féadfaidh an trádálaí cosc a chur ar an tomhaltóir aon úsáid bhreise a bhaint as an ábhar digiteach nó as an tseirbhís dhigiteach, go háirithe trí rochtain ar an ábhar digiteach nó an tseirbhís dhigiteach a bhaint den tomhaltóir nó trí chuntas úsáideora an tomhaltóra a dhíchumasú, gan dochar do mhír 6.

▼B

Article 14

Obligations of the consumer in the event of withdrawal

1. Unless the trader has offered to collect the goods himself, the consumer shall send back the goods or hand them over to the trader or to a person authorised by the trader to receive the goods, without undue delay and in any event not later than 14 days from the day on which he has communicated his decision to withdraw from the contract to the trader in accordance with Article 11. The deadline shall be met if the consumer sends back the goods before the period of 14 days has expired.

The consumer shall only bear the direct cost of returning the goods unless the trader has agreed to bear them or the trader failed to inform the consumer that the consumer has to bear them.

▼B

In the case of off-premises contracts where the goods have been delivered to the consumer's home at the time of the conclusion of the contract, the trader shall at his own expense collect the goods if, by their nature, those goods cannot normally be returned by post.

2. The consumer shall only be liable for any diminished value of the goods resulting from the handling of the goods other than what is necessary to establish the nature, characteristics and functioning of the goods. The consumer shall in any event not be liable for diminished value of the goods where the trader has failed to provide notice of the right of withdrawal in accordance with point (h) of Article 6(1).

▼M2

2a. I gcás tarraingt siar ón gconradh, staonfaidh an tomhaltóir ó úsáid a bhaint as an ábhar digiteach nó as an tseirbhís dhigiteach agus ón ábhar nó ón tseirbhís sin a chur ar fáil do thríú páirtithe.

▼B

3. Where a consumer exercises the right of withdrawal after having made a request in accordance with Article 7(3) or Article 8(8), the consumer shall pay to the trader an amount which is in proportion to what has been provided until the time the consumer has informed the trader of the exercise of the right of withdrawal, in comparison with the full coverage of the contract. The proportionate amount to be paid by the consumer to the trader shall be calculated on the basis of the total price agreed in the contract. If the total price is excessive, the proportionate amount shall be calculated on the basis of the market value of what has been provided.

4. The consumer shall bear no cost for:

(a) the performance of services or the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, or of district heating, in full or in part, during the withdrawal period, where:

(i) the trader has failed to provide information in accordance with points (h) or (j) of Article 6(1); or

(ii) the consumer has not expressly requested performance to begin during the withdrawal period in accordance with Article 7(3) and Article 8(8); or

(b) the supply, in full or in part, of digital content which is not supplied on a tangible medium where:

▼M2

(i) níl réamhthoiliú sainráite tugtha ag an tomhaltóir chun tús a chur leis an gcomhlíonadh roimh dheireadh na tréimhse 14 lá nó 30 lá dá dtagraítear in Airteagal 9;

▼B

(ii) the consumer has not acknowledged that he loses his right of withdrawal when giving his consent; or

(iii) the trader has failed to provide confirmation in accordance with Article 7(2) or Article 8(7).

5. Except as provided for in Article 13(2) and in this Article, the consumer shall not incur any liability as a consequence of the exercise of the right of withdrawal.

▼B

Article 15

Effects of the exercise of the right of withdrawal on ancillary contracts

1. Without prejudice to Article 15 of Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers ([1]), if the consumer exercises his right of withdrawal from a distance or an off-premises contract in accordance with Articles 9 to 14 of this Directive, any ancillary contracts shall be automatically terminated, without any costs for the consumer, except as provided for in Article 13(2) and in Article 14 of this Directive.

2. The Member States shall lay down detailed rules on the termination of such contracts.

Article 16

Exceptions from the right of withdrawal

Member States shall not provide for the right of withdrawal set out in Articles 9 to 15 in respect of distance and off-premises contracts as regards the following:

▼M2

(a) conarthaí seirbhíse tar éis an tseirbhís a chomhlíonadh go hiomlán ach, i gcás ina gcuirtear leis an gconradh oibleagáid ar an tomhaltóir íocaíocht a dhéanamh, ach amháin sa chás gur tosaíodh an comhlíonadh le réamhthoiliú sainráite an tomhaltóra, agus tar éis dó a admháil go gcaillfidh sé a cheart tarraingt siar a luaithe a bheidh an conradh comhlíonta go hiomlán ag an trádálaí;

▼B

(b) the supply of goods or services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur within the withdrawal period;

(c) the supply of goods made to the consumer's specifications or clearly personalised;

(d) the supply of goods which are liable to deteriorate or expire rapidly;

(e) the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;

(f) the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items;

(g) the supply of alcoholic beverages, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place after 30 days and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader;

([1]) OJ L 133, 22.5.2008, p. 66.

▼B

(h) contracts where the consumer has specifically requested a visit from the trader for the purpose of carrying out urgent repairs or maintenance. If, on the occasion of such visit, the trader provides services in addition to those specifically requested by the consumer or goods other than replacement parts necessarily used in carrying out the maintenance or in making the repairs, the right of withdrawal shall apply to those additional services or goods;

(i) the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;

(j) the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications;

(k) contracts concluded at a public auction;

(l) the provision of accommodation other than for residential purpose, transport of goods, car rental services, catering or services related to leisure activities if the contract provides for a specific date or period of performance;

▼M2

(m) conarthaí le haghaidh ábhar digiteach nach soláthraítear ar mheán inláimhsithe a sholáthar má tosaíodh an comhlíonadh agus, má chuirtear leis an gconradh oibleagáid ar an tomhaltóir íocaíocht a dhéanamh, i gcás:

(i) inar thug an tomhaltóir réamhthoiliú sainráite tús a chur leis an gcomhlíonadh le linn na tréimhse tarraingt siar;

(ii) inar admhaigh an tomhaltóir go gcaillfidh sé a cheart tarraingt siar dá bharr sin; agus

(iii) inar sholáthair an trádálaí deimhniú i gcomhréir le hAirteagal 7(2) nó le hAirteagal 8(7).

Féadfaidh na Ballstáit maolú a dhéanamh ar na heisceachtaí ón gceart tarraingt siar a leagtar amach i bpointí (a), (b), (c) agus (e) den chéad mhír maidir le conarthaí arna dtabhairt i gcrích i gcomhthéacs cuairteanna gan iarraidh arna dtabhairt ag trádálaí ar theach tomhaltóra nó turais arna n-eagrú ag trádálaí a bhfuil sé mar aidhm leo nó a bhfuil de thoradh orthu táirgí a chur chun cinn i measc tomhaltóirí nó táirgí a dhíol leo chun leasanna dlisteanacha tomhaltóirí a chosaint i ndáil le cleachtais mhargaíochta nó díolacháin atá ionsaitheach nó míthreorach. Beidh na forálacha sin comhréireach agus neamh-idirdhealaitheach agus beidh údar maith leo ar fhorais cosanta tomhaltóirí.

I gcás conarthaí seirbhíse lena gcuirtear oibleagáid ar an tomhaltóir íocaíocht a dhéanamh agus i gcás ina ndearna an tomhaltóir cuairt ón trádálaí a iarraidh go sonrach chun críche deisiúcháin a dhéanamh, féadfaidh na Ballstáit a fhoráil go gcaillfidh an tomhaltóir an ceart tarraingt siar tar éis don tseirbhís a bheith comhlíonta go hiomlán, ar choinníoll gur tosaíodh an comhlíonadh le réamhthoiliú sainráite an tomhaltóra,

▼M3

CAIBIDIL IIIa

Rialacha a bhaineann le conarthaí seirbhísí airgeadais a thugtar i gcrích go cianda

Airteagal 16a

Ceanglais faisnéise maidir le cianchonarthaí le haghaidh seirbhísí airgeadais do thomhaltóirí

1. In am trátha sula mbeidh an tomhaltóir faoi cheangal ag cianchonradh, nó ag aon tairiscint chomhfhreagrach, tabharfaidh an trádálaí an fhaisnéis seo a leanas don tomhaltóir ar bhealach soiléir sothuigthe:

(a) céannacht agus príomhghnó an trádálaí agus, i gcás inarb infheidhme, céannacht agus príomhghnó an trádálaí a bhfuil sé ag gníomhú thar a cheann;

(b) an seoladh geografach ag a bhfuil an trádálaí bunaithe chomh maith le huimhir theileafóin agus seoladh ríomhphoist an trádálaí, nó mionsonraí aon mhodh eile cumarsáide a thairgeann an trádálaí agus, i gcás inarb infheidhme, mionsonraí an trádálaí a bhfuil sé ag gníomhú thar a cheann; na modhanna cumarsáide sin uile a thairgeann an trádálaí, cuirfidh siad ar chumas an tomhaltóra teagmháil a dhéanamh leis an trádálaí go tapa agus cumarsáid éifeachtúil a dhéanamh leis agus ráthóidh siad go mbeidh an tomhaltóir in ann aon chomhfhreagras i scríbhinn leis an trádálaí a choinneáil ar mheán marthanach;

(c) mionsonraí teagmhála ábhartha lena gcuirtear ar chumas an tomhaltóra aon ghearáin a dhéanamh leis an trádálaí, agus i gcás inarb infheidhme, leis an trádálaí a bhfuil sé nó sí ag gníomhú thar a cheann;

(d) i gcás ina bhfuil an trádálaí cláraithe i gclár trádála nó i gclár poiblí comhchosúil, an clár inar cláraíodh an trádálaí agus an chláruimhir nó an modh coibhéiseach aitheantais sa chlár sin;

(e) i gcás ina bhfuil gníomhaíocht an trádálaí faoi réir scéim údarúcháin, ainm, seoladh, suíomh gréasáin agus aon fhaisnéis teagmhála eile an údaráis maoirseachta is ábhartha;

(f) tuairisc ar phríomh-shaintréithe na seirbhíse airgeadais;

(g) an praghas iomlán atá le híoc ag an tomhaltóir leis an trádálaí as an tseirbhís airgeadais, na táillí, na muirir agus na costais ar fad lena mbaineann san áireamh, agus na cánacha ar fad arna n-íoc tríd an trádálaí nó, nuair nach féidir teacht ar phraghas beacht, an bonn le haghaidh an praghas a ríomh a chuirfidh ar chumas an tomhaltóra é a fhíorú;

(h) i gcás inarb infheidhme, faisnéis faoi iarmhairtí íocaíochtaí déanacha nó íocaíochtaí a chailltear;

(i) i gcás inarb infheidhme, an fhaisnéis go ndearnadh an praghas a phearsantú bunaithe ar chinnteoireacht uathoibrithe;

▼M3

(j) i gcás inarb infheidhme, fógra lena léirítear go mbaineann an tseirbhís airgeadais le hionstraimí a bhfuil rioscaí speisialta ag gabháil leo a bhaineann lena gcuid sainghnéithe nó na hoibríochtaí atá le déanamh nó i gcás ina mbraitheann praghas na n-ionstraimí sin ar luaineachtaí sna margaí airgeadais nach bhfuil smacht ag an trádálaí orthu agus fógra lena léirítear nach táscairí ar bith iad na feidhmíochtaí roimhe seo le haghaidh na bhfeidhmíochtaí a bheidh ann amach anseo;

(k) fógra go bhféadfadh cánacha agus/nó costais eile a bheith ann nach n-íoctar tríd an trádálaí nó nach é an trádálaí a fhorchuireann iad;

(l) mionsonraí maidir le haon teorannuithe ar an tréimhse ar lena linn atá an fhaisnéis arna soláthar i gcomhréir leis an mír seo bailí;

(m) mionsonraí maidir leis na socruithe íocaíochta agus feidhmíochta;

(n) mionsonraí maidir le haon chostas breise shonracha don tomhaltóir as a bheith ag úsáid modh cianchumarsáide, má ghearrtar costas den sórt sin air;

(o) i gcás ina ndéanfar tosca comhshaoil nó sóisialta a chomhtháthú i straitéis infheistíochta na seirbhíse airgeadais, faisnéis faoi aon chuspóirí comhshaoil nó sóisialta ar a bhfuil an tseirbhís airgeadais dírithe;

(p) fógra maidir le cé acu atá nó nach bhfuil sé de cheart ag an tomhaltóir tarraingt siar, agus, i gcás ina bhfuil an ceart sin ann, faisnéis faoin tréimhse tarraingt siar agus na coinníollacha a ghabhann leis an gceart sin a fheidhmiú, lena n-áirítear faisnéis faoin méid a bhféadfaí a cheangal ar an tomhaltóir é a íoc, chomh maith leis na hiarmhairtí a bhaineann le gan an ceart a fheidhmiú;

(q) íostréimhse an chianchonartha i gcás seirbhísí airgeadais nach mór a dhéanamh go buan nó arís agus arís eile;

(r) faisnéis faoi aon chearta a bhféadfadh na páirtithe a bheith acu chun an conradh a fhoirceannadh go luath nó go haontaobhach de bhua théarmaí an chianchonartha, lena n-áirítear aon phionóis arna bhforchur faoin gconradh sin i gcásanna den sórt sin;

(s) treoracha praiticiúla agus nósanna imeachta praiticiúla chun an ceart chun tarraingt siar i gcomhréir le hAirteagal 16b(1) a fheidhmiú, lena léirítear, *inter alia*, uimhir theileafóin agus seoladh ríomhphoist an trádálaí nó mionsonraí faoi mhodhanna eile cumarsáide atá ábhartha maidir leis an ráiteas tarraingt siar a sheoladh agus, i gcás conarthaí seirbhísí airgeadais a thugtar i gcrích trí chomhéadan ar líne, faisnéis faoin bhfeidhm tarraingt siar dá dtagraítear in Airteagal 11a a bheith ann agus a shuíomh;

(t) aon chlásal conarthach lena gcinntear an dlí is infheidhme maidir leis an gcianchonradh agus/nó an chúirt inniúil;

▼M3

(u) fógra maidir leis an teanga, nó na teangacha, lena ndéantar na téarmaí agus coinníollacha conarthacha, agus an fhaisnéis roimhe seo dá dtagraítear san Airteagal seo, a sholáthar, chomh maith leis an teanga, nó na teangacha, ina ndéanfaidh an trádálaí, ar chomhaontú leis an tomhaltóir, cumarsáid leis an tomhaltóir le linn fhad an chianchonartha;

(v) nuair is infheidhme, fógra maidir leis an bhféidearthacht dul i muinín sásra gearán agus sásaimh lasmuigh den chúirt, a mbeidh an trádálaí faoina réir agus na modhanna chun rochtain a fháil ar an sásra sin;

(w) fógra maidir le cistí ráthaíochta nó socruithe cúitimh eile a bheith ann, nach gcumhdaítear le Treoracha 2014/49/AE ([1]) agus 97/9/CE ó Pharlaimint na hEorpa agus ón gComhairle ([2]).

2. Féadfaidh na Ballstáit ceanglais teanga maidir leis an bhfaisnéis dá dtagraítear i mír 1 a choinneáil ar bun nó a chur isteach ina ndlí náisiúnta chun a áirithiú go dtuigfidh an tomhaltóir faisnéis den sórt sin go héasca.

3. I gcás cumarsáid ghuth-theileafónaíochta, cuirfear aitheantas an trádálaí agus cuspóir tráchtála an ghlao arna chur ag an trádálaí in iúl go soiléir ag tús aon ghlao teileafóin leis an tomhaltóir. Nuair atá glao teileafóin á thaifeadadh, nó nuair a d'fhéadfaí é a thaifeadadh, cuirfidh an trádálaí an méid sin in iúl don tomhaltóir freisin.

4. De mhaolú ar mhír 1, i gcás cumarsáid guth-theileafónaíochta dá dtagraítear i mír 3, má aontaíonn an tomhaltóir go sainráite, féadfaidh an trádálaí gan ach an fhaisnéis dá dtagraítear i bpointí (a), (f), (g), (k) agus (p) de mhír 1 a sholáthar sula mbeidh an tomhaltóir faoi cheangal ag an gcianchonradh. I gcás den sórt sin, cuirfidh an trádálaí an tomhaltóir ar an eolas faoi chineál agus infhaighteacht na faisnéise eile dá dtagraítear i mír 1. Soláthróidh an trádálaí an fhaisnéis eile sin a cheanglaítear le mír 1 ar mheán marthanach díreach tar éis thabhairt i gcrích an chianchonartha.

5. I gcás ina soláthrófar an fhaisnéis dá dtagraítear i mír 1 i dtréimhse is gairide ná lá amháin sula mbeidh an tomhaltóir faoi cheangal ag an gcianchonradh, ceanglóidh na Ballstáit ar an trádálaí meabhrúchán a sheoladh chuig an tomhaltóir á rá gur féidir tarraingt siar as an gcianchonradh agus faoin nós imeachta atá le leanúint chun tarraingt siar, i gcomhréir le hAirteagal 16b. Cuirfear an meabhrúchán sin ar fáil don tomhaltóir, ar mheán marthanach, idir lá amháin agus 7 lá tar éis thabhairt i gcrích an chianchonartha.

6. Soláthrófar an fhaisnéis dá dtagraítear i mír 1 don tomhaltóir ar mheán marthanach agus beidh sí éasca le léamh.

([1]) Treoir 2014/49/AE ó Pharlaimint na hEorpa agus ón gComhairle an 16 Aibreán 2014 maidir le scéimeanna ráthaithe taiscí (IO L 173, 12.6.2014, lch. 149).

([2]) Treoir 97/9/CE ó Pharlaimint na hEorpa agus ón gComhairle an 3 Márta 1997 maidir le scéimeanna cúitimh d'infheisteoirí (IO L 84, 26.3.1997, lch. 22).

▼M3

Soláthrófar an fhaisnéis dá dtagraítear i mír 1, arna iarraidh sin, i bhformáid iomchuí, inrochtana do thomhaltóirí faoi mhíchumas, lena n-áirítear iad siúd a bhfuil lagú amhairc orthu.

7. Cé is moite den fhaisnéis dá dtagraítear i mír 1, pointí (a), (f), (g), (k), agus (p), ceadófar don trádálaí faisnéis a shrathú i gcás ina soláthrófar í trí mhodh leictreonach.

I gcás ina ndéantar an fhaisnéis a shrathú, beidh sé indéanta an fhaisnéis dá dtagraítear i mír 1 a fheiceáil, a shábháil agus a phriontáil mar dhoiciméad aonair amháin.

I gcásanna den sórt sin, áiritheoidh an trádálaí go dtabharfar an fhaisnéis réamhchonarthach uile dá dtagraítear i mír 1 don tomhaltóir sula dtabharfar an cianchonradh i gcrích.

8. Agus cinneadh á dhéanamh cé acu a comhlíonadh nó nár comhlíonadh na ceanglais faisnéise a leagtar síos san Airteagal seo, is ar an trádálaí a bheidh an dualgas cruthúnais.

9. Forálacha maidir le ceanglais faisnéise réamhchonarthach a bhí ann roimhe seo atá níos déine ná na forálacha dá dtagraítear san Airteagal seo, féadfaidh na Ballstáit na forálacha sin a ghlacadh nó a choinneáil ar bun, i gcás ina mbeidh na forálacha sin i gcomhréir le dlí an Aontais.

10. I gcás ina bhfuil rialacha i ngníomh eile de chuid an Aontais lena rialaítear seirbhísí airgeadais sonracha maidir leis an bhfaisnéis atá le soláthar don tomhaltóir sula dtabharfar an conradh i gcrích, ní bheidh feidhm maidir leis na seirbhísí airgeadais sonracha sin ach ag rialacha an ghnímh sin de chuid an Aontais, gan beann ar a mhionsonraithe atá na rialacha sin, mura bhforáiltear dá mhalairt sa ghníomh sin de chuid an Aontais.

I gcás nach bhfuil rialacha maidir le faisnéis faoin gceart chun tarraingt siar sa ghníomh eile sin de chuid an Aontais, cuirfidh an trádálaí an tomhaltóir ar an eolas faoi cheart den sórt sin a bheith ann nó gan a bheith ann i gcomhréir le mír 1, pointe (p).

Airteagal 16b

Ceart chun tarraingt siar as cianchonarthaí le haghaidh seirbhísí airgeadais

1. Déanfaidh na Ballstáit a áirithiú go mbeidh tréimhse 14 lá féilire ag an tomhaltóir chun tarraingt siar as conradh gan phionós agus gan cúis a thabhairt. Cuirfear síneadh 30 lá féilire leis an tréimhse sin i gcás cianchonarthaí a bhaineann le hoibríochtaí pinsin phearsanta.

Tosóidh an tréimhse tarraingt siar dá dtagraítear sa chéad fhomhír ó cheachtar de na laethanta seo a leanas:

(a) ón lá a thugtar an cianchonradh i gcrích; nó

(b) ón lá a fhaigheann an tomhaltóir na téarmaí agus na coinníollacha conarthacha agus an fhaisnéis i gcomhréir le hAirteagal 16a, más déanaí an lá sin ná an dáta i bpointe (a) den fhomhír seo.

▼M3

Mura bhfuil na téarmaí agus coinníollacha conarthacha agus an fhaisnéis faighte ag an tomhaltóir i gcomhréir le hAirteagal 16a, rachaidh an tréimhse tarraingt siar in éag, in aon chás, 12 mhí agus 14 lá tar éis an cianchonradh a thabhairt i gcrích. Ní bheidh feidhm aige sin i gcás nár cuireadh an tomhaltóir ar an eolas ar chor ar bith faoina cheart nó faoina ceart chun tarraingt siar i gcomhréir le hAirteagal 16a(1), pointe (p).

2. Ní bheidh feidhm ag an gceart chun tarraingt siar maidir leis an méid seo a leanas:

(a) seirbhísí airgeadais do thomhaltóirí a mbraitheann a bpraghas ar luaineachtaí sa mhargadh airgeadais nach bhfuil smacht ag an trádálaí orthu, a d'fhéadfadh tarlú le linn na tréimhse tarraingt siar, mar shampla seirbhísí a bhaineann leis an méid seo a leanas:

— malairt eachtrach,

— ionstraimí margaidh airgid,

— urrúis inaistrithe,

— aonaid i ngnóthais chomhinfheistíochta,

— conarthaí todhchaíochtaí airgeadais, lena n-áirítear ionstraimí coibhéiseacha airgeadsocraithe,

— comhaontuithe ar réamhráta úis (FRAnna),

— babhtálacha rátaí úis, airgeadra agus cothromais,

— roghanna chun aon ionstraimí dá dtagraítear sa phointe seo a fháil nó a dhiúscairt, lena n-áirítear ionstraimí coibhéiseacha airgeadsocraithe. Áirítear sa chatagóir sin roghanna maidir le rátaí airgeadra agus rátaí úis go háirithe;

(b) polasaithe taistil agus polasaithe árachais bagáiste nó polasaithe árachais gearrthéarmacha comhchosúla nach faide ná aon mhí amháin iad;

(c) conarthaí a bhfuil a bhfeidhmiú curtha i gcrích go hiomlán ag an dá pháirtí ar iarraidh shainráite an tomhaltóra sula bhfeidhmeoidh an tomhaltóir a cheart nó a ceart chun tarraingt siar.

3. Measfar gur fheidhmigh an tomhaltóir a cheart nó a ceart chun tarraingt siar laistigh den tréimhse tarraingt siar dá dtagraítear i mír 1 má sheol sé nó sí an teachtaireacht a bhaineann le feidhmiú an chirt chun tarraingt siar sula ndeachaigh an tréimhse sin in éag.

4. I gcás ina soláthraíonn an trádálaí nó tríú páirtí seirbhís choimhdeach a bhaineann leis an gcianchonradh le haghaidh seirbhís airgeadais ar bhonn comhaontú idir tríú páirtí agus an trádálaí, ní bheidh an tomhaltóir faoi cheangal an chonartha choimhdigh má fheidhmíonn an tomhaltóir a cheart nó a ceart chun tarraingt siar i gcomhréir leis an Airteagal seo. I gcás ina roghnóidh an tomhaltóir an conradh coimhdeach a fhoirceannadh, ní ghearrfar táille ar an tomhaltóir.

▼M3

5. Beidh an tAirteagal seo gan dochar d'aon riail sa dlí náisiúnta lena mbunaítear tréimhse nach bhféadfar tús a chur le comhlíonadh an chonartha lena linn.

6. I gcás ina bhfuil rialacha maidir leis an gceart chun tarraingt siar i ngníomh eile de chuid an Aontais lena rialaítear seirbhísí airgeadais sonracha, ní bheidh feidhm ach ag rialacha an ghnímh sin de chuid an Aontais i dtaca leis an gceart chun tarraingt siar maidir leis na seirbhísí airgeadais sonracha sin, mura bhforáiltear dá mhalairt sa ghníomh eile sin de chuid an Aontais. I gcás ina dtugtar an ceart do na Ballstáit leis an ngníomh eile sin de chuid an Aontais roghnú idir an ceart chun tarraingt siar agus rogha mhalartach, ar nós tréimhse mhachnaimh, ní bheidh feidhm ach ag rialacha comhfhreagracha an ghnímh sin de chuid an Aontais maidir leis na seirbhísí airgeadais sonracha sin, mura bhforáiltear dá mhalairt sa ghníomh eile sin de chuid an Aontais.

7. De mhaolú ar an Airteagal seo, ina ionad sin, féadfaidh na Ballstáit a roghnú na forálacha seo a leanas a chur i bhfeidhm maidir leis na seirbhísí airgeadais seo a leanas i ndáil leis an gceart chun tarraingt siar nó tréimhse mhachnaimh:

(a) Airteagal 14(6) de Threoir 2014/17/AE ó Pharlaimint na hEorpa agus ón gComhairle ([1]) maidir le comhaontuithe creidmheasa atá díolmhaithe ó raon feidhme na Treorach sin le hAirteagal 3(2) di; agus

(b) Airteagail 26 agus 27 de Threoir (AE) 2023/2225 ó Pharlaimint na hEorpa agus ón gComhairle ([2]) maidir le comhaontuithe creidmheasa atá díolmhaithe ó raon feidhme na Treorach sin le hAirteagal 2(2) di.

Airteagal 16c

Íocaíocht as an tseirbhís a soláthraíodh roimh an tarraingt siar

1. I gcás ina bhfeidhmeoidh an tomhaltóir an ceart chun tarraingt siar faoi Airteagal 16b, ní cheanglófar ar an tomhaltóir ach íoc as na seirbhísí a sholáthair an trádálaí i gcomhréir leis an gcianchonradh, agus as na seirbhísí sin amháin. Íocfaidh an tomhaltóir as na seirbhísí sin gan moill mhíchuí. Maidir le haon mhéid is iníoctha:

(a) ní bheidh sé níos mó ná an méid atá i gcoibhneas le méid na seirbhíse a soláthraíodh cheana féin i gcomparáid le cumhdach iomlán an chianchonartha;

(b) in aon chás, ní bheidh sé de mhéid a bhféadfaí tuiscint as gur pionós é.

([1]) Treoir 2014/17/AE ó Pharlaimint na hEorpa agus ón gComhairle an 4 Feabhra 2014 maidir le comhaontuithe creidmheasa le haghaidh tomhaltóirí a bhaineann le réadmhaoin chónaithe agus lena leasaítear Treoracha 2008/48/CE agus 2013/36/AE agus Rialachán (AE) Uimh. 1093/2010 (IO L 60, 28.2.2014, lch. 34).

([2]) Treoir (AE) 2023/2225 ó Pharlaimint na hEorpa agus ón gComhairle an 18 Deireadh Fómhair 2023 maidir le comhaontuithe creidmheasa le haghaidh tomhaltóirí agus lena n-aisghairtear Treoir 2008/48/CE (IO L 2023/2225, 30.10.2023, ELI: http://data.europa.eu/eli/dir/2023/2225/oj).

▼M3

2. Féadfaidh na Ballstáit foráil a dhéanamh nach féidir a cheangal ar thomhaltóirí aon mhéid a íoc as tarraingt siar as conradh árachais.

3. Ní fhéadfaidh an trádálaí a chur de cheangal ar an tomhaltóir aon mhéid a íoc ar bhonn mhír 1 den Airteagal seo ach amháin más féidir leis an trádálaí a chruthú gur cuireadh an méid is iníoctha in iúl go cuí don tomhaltóir, i gcomhréir le hAirteagal 16a(1), pointe (p). Ní fhéadfaidh an trádálaí ceangal a chur ar an tomhaltóir, áfach, íocaíocht den sórt sin a dhéanamh má chuir an trádálaí tús le feidhmiú an chonartha roimh dhul in éag na tréimhse tarraingt siar dá bhforáiltear in Airteagal 16b(1) gan iarraidh ón tomhaltóir a fháil roimh ré.

4. Maidir le haon suim airgid atá faighte ag an trádálaí ón tomhaltóir i gcomhréir leis an gcianchonradh, tabharfaidh an trádálaí ar ais don tomhaltóir í gan aon mhoill mhíchuí agus tráth nach déanaí ná 30 lá féilire ón dáta a fhaigheann an trádálaí an fógra um tharraingt siar, cé is moite den mhéid dá dtagraítear i mír 1.

5. Tabharfaidh an tomhaltóir aon suim airgid atá faighte aige ón trádálaí ar ais dó gan aon mhoill mhíchuí agus tráth nach déanaí ná 30 lá féilire ón dáta a sheolann an tomhaltóir an fógra maidir leis an tarraingt siar.

Airteagal 16d

Mínithe leordhóthanacha

1. Áiritheoidh na Ballstáit go gceanglófar ar thrádálaithe mínithe leordhóthanacha a sholáthar don tomhaltóir a bhaineann leis na conarthaí seirbhísí airgeadais atá beartaithe agus lena gcuirtear ar chumas an tomhaltóra a mheas an bhfuil an conradh atá beartaithe agus na seirbhísí coimhdeacha oiriúnaithe dá riachtanais agus dá staid airgeadais. Cuirfear mínithe den sórt sin ar fáil don tomhaltóir saor in aisce agus sula dtabharfar an conradh i gcrích. Áireofar na heilimintí seo a leanas sna mínithe:

(a) an fhaisnéis réamhchonarthach a cheanglaítear;

(b) saintréithe bunriachtanacha an chonartha atá beartaithe, lena n-áirítear na seirbhísí coimhdeacha a d'fhéadfadh a bheith ann;

(c) na héifeachtaí sonracha a d'fhéadfadh a bheith ag an gconradh beartaithe ar an tomhaltóir, lena n-áirítear, i gcás inarb infheidhme, na hiarmhairtí a bheadh ann mar gheall ar mhainneachtain íocaíochta nó íocaíocht dhéanach an tomhaltóra.

2. Féadfaidh na Ballstáit an bealach a dtabharfar, chomh maith lena mhéid a thabharfar, na mínithe dá dtagraítear i mír 1 a shonrú. Féadfaidh na Ballstáit an bealach a dtabharfar, agus a mhéid a thabharfar, na mínithe a oiriúnú d'imthosca an cháis ina dtairgtear an tseirbhís airgeadais, don duine dá dtairgtear í agus do chineál na seirbhíse airgeadais a thairgtear.

▼M3

3. Áiritheoidh na Ballstáit, i gcás ina n-úsáidfidh an trádálaí uirlisí ar líne, go mbeidh sé de cheart ag an tomhaltóir idirghabháil dhaonna a iarraidh agus a fháil ag an gcéim réamhchonarthach agus, i gcásanna a bhfuil údar cuí leo tar éis don chianchonradh a bheith tugtha i gcrích, sa teanga chéanna leis an teanga a úsáideadh don fhaisnéis réamhchonarthach arna soláthar i gcomhréir le hAirteagal 16a(1).

4. Agus cinneadh á dhéanamh cé acu a comhlíonadh nó nár comhlíonadh na ceanglais maidir le mínithe leordhóthanacha a leagtar síos san Airteagal seo, is ar an trádálaí a bheidh an dualgas cruthúnais.

5. I gcás ina bhfuil, i ngníomh eile de chuid an Aontais lena rialaítear seirbhísí airgeadais sonracha, rialacha maidir le mínithe leordhóthanacha atá le soláthar don tomhaltóir, ní bheidh feidhm maidir leis na seirbhísí airgeadais sonracha sin ach ag na rialacha maidir le mínithe leordhóthanacha sa ghníomh sin de chuid an Aontais, mura bhforáiltear dá mhalairt sa ghníomh sin de chuid an Aontais.

Airteagal 16e

Cosaint bhreise maidir le comhéadain ar líne

1. Gan dochar do Threoir 2005/29/CE agus Rialachán (AE) 2016/679, áiritheoidh na Ballstáit nach ndéanfaidh trádálaithe, agus conarthaí seirbhísí airgeadais á dtabhairt i gcrích acu go cianda, a gcomhéadain ar líne a dhearadh, a eagrú ná a oibriú, mar a shainmhínítear in Airteagal 3(m) de Rialachán (AE) 2022/2065 ó Pharlaimint na hEorpa agus ón gComhairle ([1]), ar bhealach a ndéanfaí cumas tomhaltóirí ar faighteoirí a seirbhíse iad a mheabhlú nó a ionramháil, nó ar bhealach eile trína ndéanfaí a gcumas cinntí saora, feasacha a dhéanamh a shaobhadh nó a lagú. Go háirithe, glacfaidh na Ballstáit bearta lena dtabharfar aghaidh, i gcomhréir le dlí an Aontais, ar cheann amháin ar a laghad de na cleachtais seo a leanas a dhéanann trádálaithe:

(a) tosaíocht níos mó a thabhairt do roghanna áirithe agus cinneadh á iarraidh ó thomhaltóirí ar faighteoirí a seirbhíse iad;

(b) iarraidh a dhéanamh arís agus arís eile go ndéanfaidh tomhaltóirí ar faighteoirí a seirbhíse iad rogha a rinneadh cheana, go háirithe trí fhuinneog aníos a chuireann isteach ar an taithí úsáideora; nó

(c) an nós imeachta chun seirbhís a fhoirceannadh a dhéanamh níos deacra ná an nós imeachta chun liostáil di.

2. Féadfaidh na Ballstáit forálacha níos déine maidir leis na ceanglais ar thrádálaithe a leagtar amach i mír 1 a ghlacadh nó a choinneáil ar bun, i gcás ina mbeidh na forálacha sin i gcomhréir le dlí an Aontais.

([1]) Rialachán (AE) 2022/2065 ó Pharlaimint na hEorpa agus ón gComhairle an 19 Deireadh Fómhair 2022 maidir le Margadh Aonair do Sheirbhísí Digiteacha agus lena leasaítear Treoir 2000/31/CE (an Gníomh um Sheirbhísí Digiteacha) (IO L 277, 27.10.2022, lch. 1).

▼B

CHAPTER IV

OTHER CONSUMER RIGHTS

Article 17

Scope

1. Articles 18 and 20 shall apply to sales contracts. Those Articles shall not apply to contracts for the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, of district heating or the supply of digital content which is not supplied on a tangible medium.

2. Articles 19, 21 and 22 shall apply to sales and service contracts and to contracts for the supply of water, gas, electricity, district heating or digital content.

Article 18

Delivery

1. Unless the parties have agreed otherwise on the time of delivery, the trader shall deliver the goods by transferring the physical possession or control of the goods to the consumer without undue delay, but not later than 30 days from the conclusion of the contract.

2. Where the trader has failed to fulfil his obligation to deliver the goods at the time agreed upon with the consumer or within the time limit set out in paragraph 1, the consumer shall call upon him to make the delivery within an additional period of time appropriate to the circumstances. If the trader fails to deliver the goods within that additional period of time, the consumer shall be entitled to terminate the contract.

The first subparagraph shall not be applicable to sales contracts where the trader has refused to deliver the goods or where delivery within the agreed delivery period is essential taking into account all the circumstances attending the conclusion of the contract or where the consumer informs the trader, prior to the conclusion of the contract, that delivery by or on a specified date is essential. In those cases, if the trader fails to deliver the goods at the time agreed upon with the consumer or within the time limit set out in paragraph 1, the consumer shall be entitled to terminate the contract immediately.

3. Upon termination of the contract, the trader shall, without undue delay, reimburse all sums paid under the contract.

4. In addition to the termination of the contract in accordance with paragraph 2, the consumer may have recourse to other remedies provided for by national law.

Article 19

Fees for the use of means of payment

Member States shall prohibit traders from charging consumers, in respect of the use of a given means of payment, fees that exceed the cost borne by the trader for the use of such means.

▼B

Article 20

Passing of risk

In contracts where the trader dispatches the goods to the consumer, the risk of loss of or damage to the goods shall pass to the consumer when he or a third party indicated by the consumer and other than the carrier has acquired the physical possession of the goods. However, the risk shall pass to the consumer upon delivery to the carrier if the carrier was commissioned by the consumer to carry the goods and that choice was not offered by the trader, without prejudice to the rights of the consumer against the carrier.

Article 21

Communication by telephone

Member States shall ensure that where the trader operates a telephone line for the purpose of contacting him by telephone in relation to the contract concluded, the consumer, when contacting the trader is not bound to pay more than the basic rate.

The first subparagraph shall be without prejudice to the right of telecommunication services providers to charge for such calls.

Article 22

Additional payments

Before the consumer is bound by the contract or offer, the trader shall seek the express consent of the consumer to any extra payment in addition to the remuneration agreed upon for the trader's main contractual obligation. If the trader has not obtained the consumer's express consent but has inferred it by using default options which the consumer is required to reject in order to avoid the additional payment, the consumer shall be entitled to reimbursement of this payment.

CHAPTER V

GENERAL PROVISIONS

▼M4

Airteagal 22a

Fógra comhchuibhithe agus lipéad comhchuibhithe

1. Chun a áirithiú go gcuirtear tomhaltóirí ar an eolas go maith agus gur féidir leo a gcearta a thuiscint go héasca ar fud an Aontais, úsáidfear fógra comhchuibhithe chun faisnéis a sholáthar de bhun Airteagal 5(1), pointe (e), agus Airteagal 6(1), pointe (l), agus úsáidfear lipéad comhchuibhithe chun faisnéis a sholáthar de bhun Airteagal 5(1), pointe (ea), agus Airteagal 6(1), pointe (la).

2. Faoin 27 Meán Fómhair 2025, sonróidh an Coimisiún, trí bhíthin gníomhartha cur chun feidhme, dearadh agus ábhar an fhógra comhchuibhithe dá dtagraítear i mír 1.

▼M4

3. Beidh san fhógra comhchuibhithe príomheilimintí na ráthaíochta dlíthiúla um chomhréireacht, lena n-áirítear fad íosta 2 bhliain na ráthaíochta sin dá bhforáiltear i dTreoir (AE) 2019/771 agus tagairt ghinearálta go bhféadfadh fad na ráthaíochta dlíthiúla um chomhréireacht a bheith níos faide faoin dlí náisiúnta.

4. Faoin 27 Meán Fómhair 2025, sonróidh an Coimisiún, trí bhíthin gníomhartha cur chun feidhme, dearadh agus ábhar an lipéid comhchuibhithe dá dtagraítear i mír 1.

5. Beidh an fógra comhchuibhithe agus an lipéad comhchuibhithe so-aitheanta agus sothuigthe do thomhaltóirí agus beidh siad éasca le húsáid agus le hatáirgeadh do thrádálaithe.

6. Déanfar na gníomhartha cur chun feidhme sin a ghlacadh i gcomhréir leis an nós imeachta scrúdúcháin dá dtagraítear in Airteagal 27a.

▼B

Article 23

Enforcement

1. Member States shall ensure that adequate and effective means exist to ensure compliance with this Directive.

2. The means referred to in paragraph 1 shall include provisions whereby one or more of the following bodies, as determined by national law, may take action under national law before the courts or before the competent administrative bodies to ensure that the national provisions transposing this Directive are applied:

(a) public bodies or their representatives;

(b) consumer organisations having a legitimate interest in protecting consumers;

(c) professional organisations having a legitimate interest in acting.

▼M2

Airteagal 24

Pionóis

1. Déanfaidh na Ballstáit na rialacha maidir leis na pionóis is infheidhme maidir le sáruithe ar bhearta náisiúnta arna nglacadh de bhun na Treorach seo a leagan síos agus glacfaidh siad gach beart is gá lena áirithiú go gcuirfear chun feidhme iad. Beidh na pionóis dá bhforáiltear éifeachtach, comhréireach agus athchomhairleach.

2. Áiritheoidh na Ballstáit go gcuirfear na critéir neamh-uileghabhálacha agus tháscacha seo a leanas san áireamh agus pionóis á bhforchur, i gcás inarb iomchuí:

(a) cineál, tromchúis, scála agus ré an tsáraithe;

(b) aon ghníomhaíocht a rinne an trádálaí chun an damáiste a bhain do thomhaltóirí a mhaolú nó a leigheas;

(c) aon sáruithe roimhe sin ag an trádálaí;

(d) na tairbhí airgeadais a ghnóthaigh an trádálaí nó na caillteanais a sheachain sé de bharr an tsáraithe, más rud é go bhfuil na sonraí ábhartha ar fáil;

▼M2

(e) pionóis arna bhforchur ar an trádálaí i leith an tsáraithe chéanna sna Ballstáit eile i gcásanna trasteorann ina gcuirtear an fhaisnéis faoi phionóis den sórt sin ar fáil tríd an sásra a bunaíodh le Rialachán (AE) 2017/2394 ó Pharlaimint na hEorpa agus ón gComhairle ([1]);

(f) aon toisc ghéaraitheach nó mhaolaitheach eile is infheidhme i leith chúinsí an cháis.

3. I gcás ina mbeidh pionóis le forchur i gcomhréir le hAirteagal 21 de Rialachán (AE) 2017/2934, áiritheoidh na Ballstáit go mbeidh ar áireamh iontu an fhéidearthacht atá ann fíneálacha a fhorchur trí nósanna imeachta riaracháin nó imeachtaí dlíthiúla a thionscnamh maidir le fíneálacha a fhorchur, nó an dá rud, ina mbeidh uasmhéid na bhfíneálacha sin cothrom le 4 % ar a laghad de láimhdeachas bliantúil an trádálaí sa Bhallstát nó sna Ballstáit lena mbaineann.

4. I gcásanna ina mbeidh fíneáil le forchur i gcomhréir le mír 3, ach nach bhfuil an fhaisnéis faoi láimhdeachas bliantúil an trádálaí ar fáil, tabharfaidh na Ballstáit isteach an fhéidearthacht fíneálacha a fhorchur, a mbeidh an fhíneáil uasta díobh cothrom le EUR 2 mhilliún ar a laghad.

5. Tabharfaidh na Ballstáit, faoin 28 Samhain 2021, fógra don Choimisiún maidir leis na rialacha agus na bearta dá dtagraítear i mír 1 agus tabharfaidh siad fógra dó, gan mhoill, faoi aon leasú ina dhiaidh sin lena ndéantar difear dóibh.

▼M3

6. Maidir le sáruithe ar na bearta arna nglacadh de bhun fhorálacha dá dtagraítear in Airteagal 3(1b) is infheidhme maidir le cianchonarthaí le haghaidh seirbhísí airgeadais tomhaltóirí, áiritheoidh na Ballstáit, i gcás ina mbeidh pionóis le forchur i gcomhréir le hAirteagal 21 de Rialachán (AE) 2017/2394 ó Pharlaimint na hEorpa agus ón gComhairle*, go n-áireofar iontu an fhéidearthacht fíneálacha a fhorchur trí nósanna imeachta riaracháin nó imeachtaí dlíthiúla a thionscnamh maidir le fíneálacha a fhorchur, nó an dá rud.

▼B

Article 25

Imperative nature of the Directive

If the law applicable to the contract is the law of a Member State, consumers may not waive the rights conferred on them by the national measures transposing this Directive.

Any contractual terms which directly or indirectly waive or restrict the rights resulting from this Directive shall not be binding on the consumer.

Article 26

Information

Member States shall take appropriate measures to inform consumers and traders of the national provisions transposing this Directive and shall, where appropriate, encourage traders and code owners as defined in point (g) of Article 2 of Directive 2005/29/EC, to inform consumers of their codes of conduct.

([1]) Rialachán (AE) 2017/2394 ó Pharlaimint na hEorpa agus ón gComhairle an 12 Nollaig 2017 maidir le comhar idir údaráis náisiúnta atá freagrach as dlíthe cosanta tomhaltóirí a fhorfheidhmiú agus lena n-aisghairtear Rialachán (CE) Uimh. 2006/2004 (IO L 345, 27.12. 2017, lch. 1).

▼B

Article 27

Inertia selling

The consumer shall be exempted from the obligation to provide any consideration in cases of unsolicited supply of goods, water, gas, electricity, district heating or digital content or unsolicited provision of services, prohibited by Article 5(5) and point 29 of Annex I to Directive 2005/29/EC. In such cases, the absence of a response from the consumer following such an unsolicited supply or provision shall not constitute consent.

▼M4

Airteagal 27a

Nós imeachta coiste

1. Tabharfaidh coiste cúnamh don Choimisiún. Beidh an coiste sin ina choiste de réir bhrí Rialachán (AE) Uimh. 182/2011 ó Pharlaimint na hEorpa agus ón gComhairle ([1]).

2. I gcás ina ndéantar tagairt don mhír seo, beidh feidhm ag Airteagal 5 de Rialachán (AE) Uimh. 182/2011.

▼B

Article 28

Transposition

1. Member States shall adopt and publish, by 13 December 2013, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of these measures in the form of documents. The Commission shall make use of these documents for the purposes of the report referred to in Article 30.

They shall apply those measures from 13 June 2014.

When Member States adopt those measures, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall determine how such reference is to be made.

2. The provisions of this Directive shall apply to contracts concluded after 13 June 2014.

Article 29

Reporting requirements

▼M3

1. I gcás ina mbainfidh Ballstát úsáid as aon cheann de na roghanna rialála dá dtagraítear in Airteagal 3(4), Airteagal 6(7), Airteagal 6(8), Airteagal 7(4), Airteagal 8(6), Airteagal 9(1a) agus (3), Airteagal 16, an dara mír agus an tríú mír, Airteagal 16a(2) agus (9), Airteagal 16b(7) agus Airteagal 16e, cuirfidh sé an Coimisiún ar an eolas faoi sin faoin 19 Nollaig 2025, agus faoi athruithe ar bith ina dhiaidh sin.

([1]) Rialachán (AE) Uimh. 182/2011 ó Pharlaimint na hEorpa agus ón gComhairle an 16 Feabhra 2011 lena leagtar síos na rialacha agus na prionsabail ghinearálta a bhaineann leis na sásraí maidir le rialú ag na Ballstáit ar fheidhmiú cumhachtaí cur chun feidhme ag an gCoimisiún (IO L 55, 28.2.2011, lch. 13).

▼B

2. The Commission shall ensure that the information referred to in paragraph 1 is easily accessible to consumers and traders, inter alia, on a dedicated website.

3. The Commission shall forward the information referred to in paragraph 1 to the other Member States and the European Parliament. The Commission shall consult stakeholders on that information.

Article 30

Reporting by the Commission and review

By 13 December 2016, the Commission shall submit a report on the application of this Directive to the European Parliament and the Council. That report shall include in particular an evaluation of the provisions of this Directive regarding digital content including the right of withdrawal. The report shall be accompanied, where necessary, by legislative proposals to adapt this Directive to developments in the field of consumer rights.

CHAPTER VI

FINAL PROVISIONS

Article 31

Repeals

Directive 85/577/EEC and Directive 97/7/EC, as amended by Directive 2002/65/EC of the European Parliament and of the Council of 23 September 2002 concerning the distance marketing of consumer financial services ([1]) and by Directives 2005/29/EC and 2007/64/EC, are repealed as of 13 June 2014.

References to the repealed Directives shall be construed as references to this Directive and shall be read in accordance with the correlation table set out in Annex II.

Article 32

Amendment to Directive 93/13/EEC

In Directive 93/13/EEC, the following Article is inserted:

'Article 8a

1. Where a Member State adopts provisions in accordance with Article 8, it shall inform the Commission thereof, as well as of any subsequent changes, in particular where those provisions:

— extend the unfairness assessment to individually negotiated contractual terms or to the adequacy of the price or remuneration; or,

— contain lists of contractual terms which shall be considered as unfair,

2. The Commission shall ensure that the information referred to in paragraph 1 is easily accessible to consumers and traders, inter alia, on a dedicated website.

([1]) OJ L 271, 9.10.2002, p. 16.

▼B

3. The Commission shall forward the information referred to in paragraph 1 to the other Member States and the European Parliament. The Commission shall consult stakeholders on that information.’

Article 33

Amendment to Directive 1999/44/EC

In Directive 1999/44/EC, the following Article is inserted:

‘Article 8a

Reporting requirements

1. Where, in accordance with Article 8(2), a Member State adopts more stringent consumer protection provisions than those provided for in Article 5(1) to (3) and in Article 7(1), it shall inform the Commission thereof, as well as of any subsequent changes.

2. The Commission shall ensure that the information referred to in paragraph 1 is easily accessible to consumers and traders, inter alia, on a dedicated website.

3. The Commission shall forward the information referred to in paragraph 1 to the other Member States and the European Parliament. The Commission shall consult stakeholders on that information.’

Article 34

Entry into force

This Directive shall enter into force on the 20th day following its publication in the *Official Journal of the European Union*.

Article 35

Addressees

This Directive is addressed to the Member States.

▼B

ANNEX I

Information concerning the exercise of the right of withdrawal

A. Model instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day 1.

▼M2

Chun an ceart tarraingt siar a fheidhmiú, ní mór duit fógra a thabhairt dúinn [2] faoin gcinneadh uait tarraingt siar as an gconradh seo le ráiteas soiléir (e.g. litir arna seoladh tríd an bpost nó le ríomhphost). Cé go bhféadfaidh tú an fhoirm shamplach tarraingt siar faoi iamh a úsáid, níl sé éigeantach é sin a dhéanamh. [3].

▼B

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. [4]

[5]

[6]Instructions for completion:

[1.] Insert one of the following texts between inverted commas:

(a) in the case of a service contract or a contract for the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, of district heating or of digital content which is not supplied on a tangible medium: ‘of the conclusion of the contract.’;

(b) in the case of a sales contract: ‘on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.’;

(c) in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately: ‘on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.’;

(d) in the case of a contract relating to delivery of a good consisting of multiple lots or pieces: ‘on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or piece.’;

(e) in the case of a contract for regular delivery of goods during a defined period of time: ‘on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good.’.

▼M2

2. Cuir isteach d'ainm, do sheoladh geografach, d'uimhir theileafóin agus do sheoladh ríomhphoist.

▼M3

3. Má tá tú faoi oibleagáid feidhm a sholáthar chun ligean don tomhaltóir tarraingt siar ón gconradh a tugadh i gcrích ar líne, cuir isteach an méid seo a leanas: "Is féidir leat do cheart chun tarraingt siar a fheidhmiú ar líne freisin ag [cuir isteach seoladh Idirlín nó míniú iomchuí eile ar an áit a bhfuil an fheidhm tarraingt siar ar fáil]. Má úsáideann tú an ghné shábháil-teachta seo ar líne, seolfaimid admháil chugat ar mheán marthanach (e.g. trí ríomhphost) go bhfuarthas an tarraingt siar, lena n-áirítear an t-ábhar atá inti agus an dáta agus an t-am a cuireadh isteach é, gan mhoill". Má thugann tú an rogha don tomhaltóir an fhaisnéis a líonadh agus a chur isteach go leic-treonach ar do shuíomh gréasáin maidir lena tharraingt siar as an gconradh nó lena tarraingt siar as an gconradh, cuir isteach an méid seo a leanas: "Is féidir leat an fhoirm shamplach tarraingt siar nó aon ráiteas soiléir eile a líonadh isteach agus a chur isteach ar ár suíomh gréasáin [cuir isteach an seoladh idirlín]. Má thograíonn tú sin a dhéanamh, cuirfimid admháil chugat go bhfuarthas an t-iarratas ar tharraingt siar ar mheán marthanach (e.g. le ríomhphost) gan mhoill".

▼B

4. In the case of sales contracts in which you have not offered to collect the goods in the event of withdrawal insert the following: 'We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.'.

5. If the consumer has received goods in connection with the contract:

(a) insert:

— 'We will collect the goods.'; or,

— 'You shall send back the goods or hand them over to us or … [insert the name and geographical address, where applicable, of the person authorised by you to receive the goods], without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.'

(b) insert:

— 'We will bear the cost of returning the goods.',

— 'You will have to bear the direct cost of returning the goods.',

— If, in a distance contract, you do not offer to bear the cost of returning the goods and the goods, by their nature, cannot normally be returned by post: 'You will have to bear the direct cost of returning the goods, … EUR [insert the amount].'; or if the cost of returning the goods cannot reasonably be calculated in advance: 'You will have to bear the direct cost of returning the goods. The cost is estimated at a maximum of approximately … EUR [insert the amount].'; or

— If, in an off-premises contract, the goods, by their nature, cannot normally be returned by post and have been delivered to the consumer's home at the time of the conclusion of the contract: 'We will collect the goods at our own expense.'; and,

(c) insert 'You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.'

6. In the case of a contract for the provision of services or the supply of water, gas or electricity, where they are not put up for sale in a limited volume or

▼B

set quantity, or of district heating, insert the following: ‘If you requested to begin the performance of services or the supply of water/gas/electricity/district heating [delete where inapplicable] during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.’.

B. Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

▼M2

— Chuig [cuirfidh an trádálaí isteach anseo a ainm, a sheoladh geografach agus a sheoladh ríomhphoist]:

▼B

— I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

— Ordered on (*)/received on (*),

— Name of consumer(s),

— Address of consumer(s),

— Signature of consumer(s) (only if this form is notified on paper),

— Date

(*) Delete as appropriate.

▼B

ANNEX II

Correlation table

Directive 85/577/EEC	Directive 97/7/EC	This Directive
Article 1		Article 3 read in conjunction with Article 2, points 8 and 9, and Article 16, point (h)
	Article 1	Article 1 read in conjunction with Article 2, point 7
Article 2		Article 2, points 1 and 2
	Article 2, point 1	Article 2, point 7
	Article 2, point 2	Article 2, point 1
	Article 2, point 3	Article 2, point 2
	Article 2, point 4, first sentence	Article 2, point 7
	Article 2, point 4, second sentence	—
	Article 2, point 5	—
Article 3(1)		Article 3(4)
Article 3(2), point (a)		Article 3(3), points (e) and (f)
Article 3(2), point (b)		Article 3(3), point (j)
Article 3(2), point (c)		—
Article 3(2), point (d)		Article 3(3), point (d)
Article 3(2), point (e)		Article 3(3), point (d)
Article 3(3)		—
	Article 3(1), first indent	Article 3(3), point (d)
	Article 3(1), second indent	Article 3(3), point (l)
	Article 3(1), third indent	Article 3(3), point (m)
	Article 3(1), fourth indent	Article 3(3), points (e) and (f)
	Article 3(1), fifth indent	Article 6(3) and Article 16, point (k) read in conjunction with Article 2, point 13
	Article 3(2), first indent	Article 3(3), point (j)
	Article 3(2), second indent	Article 3(3), point (f) (for rental of accommodation for residential purposes), point (g) (for package travel), point (h) (for time-share), point (k) (for passenger transport with some exceptions) and Article 16, point (l) (exemption from the right of withdrawal)
Article 4, first sentence		Article 6(1), points (b), (c) and (h), and Article 7(1) and (2)
Article 4, second sentence		Article 6(1), point a and Article 7(1)

▼B

Directive 85/577/EEC	Directive 97/7/EC	This Directive
Article 4, third sentence		Article 6(1)
Article 4, fourth sentence		Article 10
	Article 4(1), point (a)	Article 6(1), points (b) and (c)
	Article 4(1), point (b)	Article 6(1), point (a)
	Article 4(1), point (c)	Article 6(1), point (e)
	Article 4(1), point (d)	Article 6(1), point (e)
	Article 4(1), point (e)	Article 6(1), point (g)
	Article 4(1), point (f)	Article 6(1), point (h)
	Article 4(1), point (g)	Article 6(1), point (f)
	Article 4(1), point (h)	—
	Article 4(1), point (i)	Article 6(1), points (o) and (p)
	Article 4(2)	Article 6(1) read in conjunction with Article 8(1), (2) and (4)
	Article 4(3)	Article 8(5)
	Article 5(1)	Article 8(7)
	Article 5(2)	Article 3(3), point m
	Article 6(1)	Article 9(1) and (2), Article 10, Article 13 (2), Article 14
	Article 6(2)	Article 13 and Article 14(1), second and third subparagraphs
	Article 6(3), first indent	Article 16, point (a)
	Article 6(3), second indent	Article 16, point (b)
	Article 6(3), third indent	Article 16, point (c) and (d)
	Article 6(3), fourth indent	Article 16, point (i)
	Article 6(3), fifth indent	Article 16, point (j)
	Article 6(3), sixth indent	Article 3(3), point (c)
	Article 6(4)	Article 15
	Article 7(1)	Article 18(1) (for sales contracts)
	Article 7(2)	Article 18(2), (3) and (4)
	Article 7(3)	—
	Article 8	—
	Article 9	Article 27
	Article 10	— (but see Article 13 of Directive 2002/58/EC)
	Article 11(1)	Article 23(1)
	Article 11(2)	Article 23(2)
	Article 11(3), point (a)	Article 6(9) for the burden of proof concerning pre-contractual information; for the rest: –
	Article 11(3), point (b)	Article 24(1)
	Article 11(4)	—

▼B

Directive 85/577/EEC	Directive 97/7/EC	This Directive
	Article 12(1)	Article 25
	Article 12(2)	—
	Article 13	Article 3(2)
	Article 14	Article 4
	Article 15(1)	Article 28(1)
	Article 15(2)	Article 28(1)
	Article 15(3)	Article 28(1)
	Article 15(4)	Article 30
	Article 16	Article 26
	Article 17	—
	Article 18	Article 34
	Article 19	Article 35
Article 5(1)		Articles 9 and 11
Article 5(2)		Article 12
Article 6		Article 25
Article 7		Articles 13, 14 and 15
Article 8		Article 4

Annex to Regulation (EC) No 2006/2004 of the European Parliament and of the Council of 27 October 2004 on cooperation between national authorities responsible for the enforcement of consumer protection laws (the Regulation on consumer protection cooperation) ([1])	To be construed as a reference to
Paragraphs 2 and 11	This Directive

([1]) OJ L 364, 9.12.2004, p. 1.