

16.3.2011

A7-0038/216

**Amendment 216**

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Report**

**A7-0038/2011**

**Andreas Schwab**

Consumer rights

COM(2008)0614 – C6-0349/2008 – 2008/0196(COD)

**Proposal for a directive**

**Article 30**

*Text proposed by the Commission*

*Amendment*

**Article 30**

*deleted*

**Scope**

***1. This Chapter shall apply to contract terms drafted in advance by the trader or a third party, which the consumer agreed to without having the possibility of influencing their content, in particular where such contract terms are part of a pre-formulated standard contract.***

***2. The fact that the consumer had the possibility of influencing the content of certain aspects of a contract term or one specific term, shall not exclude the application of this Chapter to other contract terms which form part of the contract.***

***3. This Chapter shall not apply to contract terms reflecting mandatory statutory or regulatory provisions, which comply with Community law and the provisions or principles of international conventions to which the Community or the Member States are party.***

Or. en

16.3.2011

A7-0038/217

**Amendment 217**

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Report**

**A7-0038/2011**

**Andreas Schwab**

Consumer rights

COM(2008)0614 – C6-0349/2008 – 2008/0196(COD)

**Proposal for a directive**

**Article 31**

*Text proposed by the Commission*

*Amendment*

**Article 31**

*deleted*

**Transparency requirements of contract terms**

- 1. Contract terms shall be expressed in plain, intelligible language and be legible.**
- 2. Contract terms shall be made available to the consumer in a manner which gives him a real opportunity of becoming acquainted with them before the conclusion of the contract, with due regard to the means of communication used.**
- 3. The trader shall seek the express consent of the consumer to any payment in addition to the remuneration foreseen 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.**
- 4. Member States shall refrain from imposing any presentational requirements as to the way the contract terms are expressed or made available to the consumer.**



16.3.2011

A7-0038/218

**Amendment 218**

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**A7-0038/2011**

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Consumer rights

COM(2008)0614 – C6-0349/2008 – 2008/0196(COD)

**Proposal for a directive**

**Article 32**

*Text proposed by the Commission*

*Amendment*

**Article 32**  
**General principles**

*deleted*

***1. Where a contract term is not included in Annex II or III, Member States shall ensure that it is regarded as unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations arising under the contract, to the detriment of the consumer.***

***2. Without prejudice to Articles 34 and 38, the unfairness of a contract term shall be assessed, taking into account the nature of the products for which the contract was concluded and by referring, at the time of the conclusion of the contract, to all the circumstances attending the conclusion and to all the other terms of the contract or of another contract on which the former is dependent. When assessing the fairness of a contract term, the competent national authority shall also take into account the manner in which the contract was drafted and communicated to the consumer by the trader in accordance with Article 31.***

***3. Paragraphs 1 and 2 shall not apply to the assessment of the main subject matter of the contract or to the adequacy of the remuneration foreseen for the trader's***

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*main contractual obligation, provided that  
the trader fully complies with Article 31.*

Or. en

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A7-0038/219

**Amendment 219**

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Report**

**Andreas Schwab**

Consumer rights

COM(2008)0614 – C6-0349/2008 – 2008/0196(COD)

**A7-0038/2011**

**Proposal for a directive**

**Article 33**

*Text proposed by the Commission*

*Amendment*

***Article 33***  
***Burden of proof***

***deleted***

***Where the trader claims that a contract term has been individually negotiated, the burden of proof shall be incumbent on him.***

Or. en

16.3.2011

A7-0038/220

**Amendment 220**

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Report**

**Andreas Schwab**

Consumer rights

COM(2008)0614 – C6-0349/2008 – 2008/0196(COD)

**A7-0038/2011**

**Proposal for a directive**

**Article 34**

*Text proposed by the Commission*

*Amendment*

*Article 34*

*deleted*

*Terms considered unfair in all  
circumstances*

*Member States shall ensure that contract  
terms, as set out in the list in Annex II,  
are considered unfair in all  
circumstances. That list of contract terms  
shall apply in all Member States and may  
only be amended in accordance with  
Articles 39(2) and 40.*

Or. en

16.3.2011

A7-0038/221

**Amendment 221**

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Report**

**A7-0038/2011**

**Andreas Schwab**

Consumer rights

COM(2008)0614 – C6-0349/2008 – 2008/0196(COD)

**Proposal for a directive**

**Article 35**

*Text proposed by the Commission*

*Amendment*

**Article 35**

*deleted*

***Terms presumed to be unfair***

***Member States shall ensure that contract terms, as set out in the list in point 1 of Annex III, are considered unfair, unless the trader has proved that such contract terms are fair in accordance with Article 32. That list of contract terms shall apply in all Member States and may only be amended in accordance with Articles 39(2) and 40.***

Or. en



16.3.2011

A7-0038/222

**Amendment 222**

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Report**

**A7-0038/2011**

**Andreas Schwab**

Consumer rights

COM(2008)0614 – C6-0349/2008 – 2008/0196(COD)

**Proposal for a directive**

**Article 36**

*Text proposed by the Commission*

*Amendment*

**Article 36**

*deleted*

**Interpretation of terms**

**1. Where there is doubt about the meaning of a term, the interpretation most favourable to the consumer shall prevail.**

**2. This Article shall not apply in the context of the procedures laid down in Article 38(2).**

Or. en

16.3.2011

A7-0038/223

**Amendment 223**

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Report**

**Andreas Schwab**

Consumer rights

COM(2008)0614 – C6-0349/2008 – 2008/0196(COD)

**A7-0038/2011**

**Proposal for a directive**

**Article 37**

*Text proposed by the Commission*

*Amendment*

*Article 37*

*deleted*

*Effects of unfair contract terms*

*Contract terms which are unfair shall not be binding on the consumer. The contract shall continue to bind the parties if it can remain in force without the unfair terms.*

Or. en

16.3.2011

A7-0038/224

**Amendment 224**

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Report**

**A7-0038/2011**

**Andreas Schwab**

Consumer rights

COM(2008)0614 – C6-0349/2008 – 2008/0196(COD)

**Proposal for a directive**

**Article 38**

*Text proposed by the Commission*

*Amendment*

**Article 38**

*deleted*

***Enforcement in relation to unfair contract terms***

***1. Member States shall ensure that, in the interests of consumers and competitors, adequate and effective means exist to prevent the continued use of unfair terms in contracts concluded with consumers by traders.***

***2. In particular, persons or organisations, having a legitimate interest under national law in protecting consumers, may take action before the courts or administrative authorities for a decision as to whether contract terms drawn up for general use are unfair.***

***3. Member States shall enable the courts or administrative authorities to apply appropriate and effective means to prevent traders from continuing to use terms which have been found unfair.***

***4. Member States shall ensure that the legal actions referred to in paragraph 2 and 3 may be directed either separately or jointly depending on national procedural laws against a number of traders from the same economic sector or their associations which use or recommend the use of the same general contract terms or***

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*similar terms.*

Or. en

16.3.2011

A7-0038/225

**Amendment 225**

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Report**

**Andreas Schwab**

Consumer rights

COM(2008)0614 – C6-0349/2008 – 2008/0196(COD)

**A7-0038/2011**

**Proposal for a directive**

**Article 39**

*Text proposed by the Commission*

*Amendment*

**Article 39**

*deleted*

***Review of the terms in Annexes 2 and 3***

***1. Member States shall notify to the Commission the terms which have been found unfair by the competent national authorities and which they deem to be relevant for the purpose of amending this Directive as provided for by paragraph 2.***

***2. In the light of the notifications received under paragraph 1, the Commission shall amend Annex II and III. Those measures designed to amend non essential elements of this Directive shall be adopted in accordance with the regulatory procedure with scrutiny referred to in Article 40(2).***

Or. en

16.3.2011

A7-0038/226

**Amendment 226**

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Report**

**A7-0038/2011**

**Andreas Schwab**

Consumer rights

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**Proposal for a directive**

**Annex II**

*Text proposed by the Commission*

*Amendment*

*Annex deleted*

Or. en

16.3.2011

A7-0038/227

**Amendment 227**

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Report**

**A7-0038/2011**

**Andreas Schwab**

Consumer rights

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**Proposal for a directive**

**Annex III**

*Text proposed by the Commission*

*Amendment*

*Annex deleted*

Or. en