

16.3.2011

A7-0038/228

**Amendment 228**

**Andreas Schwab**

on behalf of the PPE Group

**Evelyne Gebhardt**

on behalf of the S&D Group

**Robert Rochefort, Diana Wallis**

on behalf of the ALDE Group

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Emma McClarkin**

on behalf of the ECR Group

**Kyriacos Triantaphyllides**

on behalf of the GUE/NGL Group

**Report**

**A7-0038/2011**

**Andreas Schwab**

Consumer rights

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

**Proposal for a directive**

**Recital 17 a (new)**

*Text proposed by the Commission*

*Amendment*

*(17a) Notwithstanding the exemption for the trader to provide the information set out in Article 9 on a durable medium when concluding an off-premises mixed contract for which the trader and the consumer immediately perform their contractual obligations and the payment to be made by the consumer does not exceed EUR 200, the consumer should nevertheless be given comprehensive information by the trader on the essential points of the contract, especially as regards the price, before the consumer is bound by that contract.*

Or. en

16.3.2011

A7-0038/229

**Amendment 229**

**Andreas Schwab**

on behalf of the PPE Group

**Evelyne Gebhardt**

on behalf of the S&D Group

**Robert Rochefort, Diana Wallis**

on behalf of the ALDE Group

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Emma McClarkin**

on behalf of the ECR Group

**Kyriacos Triantaphyllides**

on behalf of the GUE/NGL Group

**Report**

**A7-0038/2011**

**Andreas Schwab**

Consumer rights

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

**Proposal for a directive**

**Recital 28**

*Text proposed by the Commission*

*Amendment*

(28) Differences in the ways in which the right of withdrawal is exercised in the Member States have caused costs for businesses selling cross-border. The introduction of a harmonised standard withdrawal form **to be used by** the consumer should simplify the withdrawal process and bring legal certainty. For these reasons, Member States should refrain from adding any presentational requirements to the **Community-wide** standard form relating for example to the font size.

(28) Differences in the ways in which the right of withdrawal is exercised in the Member States have caused costs for businesses selling cross-border. The introduction of a harmonised standard withdrawal form **that** the consumer **may use** should simplify the withdrawal process and bring legal certainty. For these reasons, Member States should refrain from adding any presentational requirements to the **Union-wide** standard form relating for example to the font size. **However, the consumer should remain free to withdraw using his own chosen wording, provided that his statement to the trader is clearly worded. Sending back the goods, sending a letter or a making a telephone call could also meet this requirement, but the burden of proof for demonstrating having withdrawn within the time limits specified in this Directive may be on the consumer.**

*For this reason, it is in the interest of the consumer to make use of a durable medium when communicating his withdrawal to the trader.*

Or. en

16.3.2011

A7-0038/230

**Amendment 230**

**Andreas Schwab**

on behalf of the PPE Group

**Evelyne Gebhardt**

on behalf of the S&D Group

**Robert Rochefort, Diana Wallis**

on behalf of the ALDE Group

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Emma McClarkin**

on behalf of the ECR Group

**Kyriacos Triantaphyllides**

on behalf of the GUE/NGL Group

**Report**

**A7-0038/2011**

**Andreas Schwab**

Consumer rights

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

**Proposal for a directive**

**Recital 32**

*Text proposed by the Commission*

*Amendment*

(32) In order to avoid the trader reimbursing a consumer who has not returned the goods, the consumer should be required to send back the goods no later than fourteen days after having informed the trader about his decision to withdraw.

(32) In order to avoid the trader reimbursing a consumer who has not returned the goods, the consumer should be required to send back the goods no later than fourteen days after having informed the trader about his decision to withdraw.  
***By the same token, the trader should also be enabled to make reimbursement subject to the condition that the consumer has supplied evidence of having sent back the goods.***

Or. en

16.3.2011

A7-0038/231

**Amendment 231**

**Andreas Schwab**

on behalf of the PPE Group

**Evelyne Gebhardt**

on behalf of the S&D Group

**Robert Rochefort, Diana Wallis**

on behalf of the ALDE Group

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Emma McClarkin**

on behalf of the ECR Group

**Kyriacos Triantaphyllides**

on behalf of the GUE/NGL Group

**Report**

**A7-0038/2011**

**Andreas Schwab**

Consumer rights

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

**Proposal for a directive**

**Recital 33**

*Text proposed by the Commission*

*Amendment*

(33) Certain exemptions should exist from the right of withdrawal, such as in cases where a right of withdrawal would be inappropriate given the nature of the product. That is applicable for example to wine supplied a long time after the conclusion of the contract of a speculative nature where the value is dependent on fluctuations in the market (vin en primeur).

(33) Certain exemptions should exist from the right of withdrawal, such as in cases where a right of withdrawal would be inappropriate given the nature of the product, ***and exercising a right of withdrawal would unfairly disadvantage the trader.*** That is applicable ***in particular to foodstuffs and other hygienically sensitive or perishable goods,*** for example to wine supplied a long time after the conclusion of the contract of a speculative nature where the value is dependent on fluctuations in the market (vin en primeur). ***Certain other goods or services whose price is dependent on market fluctuations, for instance commodities such as fuel oil, should also be exempt from the right of withdrawal.***

Or. en

16.3.2011

A7-0038/232

**Amendment 232**

**Andreas Schwab**

on behalf of the PPE Group

**Evelyne Gebhardt**

on behalf of the S&D Group

**Robert Rochefort, Diana Wallis**

on behalf of the ALDE Group

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Emma McClarkin**

on behalf of the ECR Group

**Kyriacos Triantaphyllides**

on behalf of the GUE/NGL Group

**Report**

**A7-0038/2011**

**Andreas Schwab**

Consumer rights

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

**Proposal for a directive**

**Article 3 – paragraph 4 a (new)**

*Text proposed by the Commission*

*Amendment*

***4a. Articles 11(1b) and Articles 12 to 19 shall not apply to distance contracts for the provision of accommodation, transport, motor vehicle rental services, catering or leisure services as regards contracts providing for a specific date or period of performance.***

Or. en

*Justification*

*The structure of Article 3 as voted in IMCO should remain unchanged. This amendment intends to amend paragraph 7 of Article 3 as included in the final IMCO report as amendment 80.*

16.3.2011

A7-0038/233

**Amendment 233**

**Andreas Schwab**

on behalf of the PPE Group

**Evelyne Gebhardt**

on behalf of the S&D Group

**Robert Rochefort, Diana Wallis**

on behalf of the ALDE Group

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Emma McClarkin**

on behalf of the ECR Group

**Kyriacos Triantaphyllides**

on behalf of the GUE/NGL Group

**Report**

**A7-0038/2011**

**Andreas Schwab**

Consumer rights

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

**Proposal for a directive**

**Article 10 – paragraph 1**

*Text proposed by the Commission*

*Amendment*

1. With respect to off-premises contracts, the information provided for in Article 9 shall be given in the order form in plain **and** intelligible language and be legible. **The order form shall include the standard withdrawal form set out in Annex I(B).**

1. With respect to off-premises contracts, the information provided for in Article 9 shall be given in the order form **to the consumer on paper or, if the consumer agrees, on another durable medium** in plain, intelligible language and **shall** be legible.

Or. en

16.3.2011

A7-0038/234

**Amendment 234**

**Andreas Schwab**

on behalf of the PPE Group

**Evelyne Gebhardt**

on behalf of the S&D Group

**Robert Rochefort, Diana Wallis**

on behalf of the ALDE Group

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Emma McClarkin**

on behalf of the ECR Group

**Kyriacos Triantaphyllides**

on behalf of the GUE/NGL Group

**Report**

A7-0038/2011

**Andreas Schwab**

Consumer rights

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

**Proposal for a directive**

**Article 10 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

***2a. Notwithstanding paragraphs 1 and 2, with respect to off-premises mixed contracts for which the trader and the consumer immediately perform their contractual obligations and the payment to be made by the consumer does not exceed EUR 200:***

***(a) the trader shall not be required to provide the information set out in Article 9 on paper or another durable medium; and***

***(b) the signature by the consumer of an order form shall not be required for the validity of the contract;***

***provided that such contracts, due to their nature, are usually concluded away from business premises.***

Or. en



16.3.2011

A7-0038/235

**Amendment 235**

**Andreas Schwab**

on behalf of the PPE Group

**Evelyne Gebhardt**

on behalf of the S&D Group

**Robert Rochefort, Diana Wallis**

on behalf of the ALDE Group

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Emma McClarkin**

on behalf of the ECR Group

**Kyriacos Triantaphyllides**

on behalf of the GUE/NGL Group

**Report**

A7-0038/2011

**Andreas Schwab**

Consumer rights

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

**Proposal for a directive**

**Article 11 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***1a. If a distance contract, the terms of which have not been individually negotiated, to be concluded by electronic means for the delivery of a good or the provision of a service, places the consumer under an obligation to make a payment, the consumer shall be bound by the contract only if:***

***(a) the trader has made the consumer aware in a clear and prominent manner of the total price, including all related price components; and***

***(b) the consumer has confirmed that he has read and understood the information required under point (a). With regard to contracts concluded through websites, this requirement shall be deemed to be satisfied if the website is designed in such a way that a binding order cannot be placed unless the consumer has***

*previously registered on the trader's  
website to use the trader's offer.*

Or. en

*Justification*

*The structure of Article 11 as voted in IMCO should not be changed. This amendment intends to only amend paragraph 1a as voted in IMCO and included in the final IMCO report as amendment 107.*

16.3.2011

A7-0038/236

**Amendment 236**

**Andreas Schwab**

on behalf of the PPE Group

**Evelyne Gebhardt**

on behalf of the S&D Group

**Robert Rochefort, Diana Wallis**

on behalf of the ALDE Group

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Emma McClarkin**

on behalf of the ECR Group

**Kyriacos Triantaphyllides**

on behalf of the GUE/NGL Group

**Report**

**A7-0038/2011**

**Andreas Schwab**

Consumer rights

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

**Proposal for a directive**

**Article 11 – paragraph 1 b (new)**

*Text proposed by the Commission*

*Amendment*

***1b. By way of derogation from point (b) of paragraph 1a, where a distance contract referred to in that paragraph is to be concluded by telephone, the consumer shall be bound by that contract only if the trader has sent the consumer, on a durable medium, confirmation of his offer, including the information required under point (a) of paragraph 1a.***

Or. en

*Justification*

*This amendment intends to add a new paragraph 1(b) to Article 11 as voted in IMCO and included in the final IMCO report as amendment 107. Paragraph 1 (a) letter (c) of the IMCO amendment 107 would be replaced by this amendment.*

16.3.2011

A7-0038/237

**Amendment 237**

**Andreas Schwab**

on behalf of the PPE Group

**Evelyne Gebhardt**

on behalf of the S&D Group

**Robert Rochefort, Diana Wallis**

on behalf of the ALDE Group

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Emma McClarkin**

on behalf of the ECR Group

**Kyriacos Triantaphyllides**

on behalf of the GUE/NGL Group

**Report**

**A7-0038/2011**

**Andreas Schwab**

Consumer rights

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

**Proposal for a directive**

**Article 11 – paragraph 5**

*Text proposed by the Commission*

*Amendment*

5. Member States shall not impose any formal requirements ***other than those provided*** for in ***paragraphs 1 to 4***.

5. Member States shall not impose any ***further*** formal ***pre-contractual information*** requirements for ***the fulfilment of the information obligations referred to*** in Article 9(1).

***Notwithstanding the first subparagraph, with respect to contracts referred to in paragraph 1b of this Article, Member States may introduce or maintain provisions of national law to the effect that the consumer is only bound by the contract if he has confirmed to the trader the conclusion of the contract on a durable medium. Member States shall notify those provisions to the Commission which shall make this information public in an easily accessible way.***

Or. en

16.3.2011

A7-0038/238

**Amendment 238**

**Andreas Schwab**

on behalf of the PPE Group

**Evelyne Gebhardt**

on behalf of the S&D Group

**Robert Rochefort, Diana Wallis**

on behalf of the ALDE Group

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Emma McClarkin**

on behalf of the ECR Group

**Kyriacos Triantaphyllides**

on behalf of the GUE/NGL Group

**Report**

**A7-0038/2011**

**Andreas Schwab**

Consumer rights

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

**Proposal for a directive**

**Article 14 – paragraph 1 – subparagraph 1**

*Text proposed by the Commission*

*Amendment*

*The* consumer shall inform the trader of his decision to withdraw ***on a durable medium*** either ***in a statement addressed to the trader drafted in his own words or using the standard*** withdrawal form *as* set out in Annex I(B).

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

***(a) use the model*** withdrawal form set out in Annex I(B) ***or make any other clearly worded statement; or***

***(b) return the goods to the trader, accompanied by a clearly worded statement by the consumer setting out his decision to withdraw.***

Or. en

16.3.2011

A7-0038/239

**Amendment 239**

**Andreas Schwab**

on behalf of the PPE Group

**Evelyne Gebhardt**

on behalf of the S&D Group

**Robert Rochefort, Diana Wallis**

on behalf of the ALDE Group

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Emma McClarkin**

on behalf of the ECR Group

**Kyriacos Triantaphyllides**

on behalf of the GUE/NGL Group

**Report**

**A7-0038/2011**

**Andreas Schwab**

Consumer rights

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

**Proposal for a directive**

**Article 14 – paragraph 1 – subparagraph 2**

*Text proposed by the Commission*

*Amendment*

Member States shall not provide for any *other* formal requirements applicable to *this standard* withdrawal form.

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

Or. en

16.3.2011

A7-0038/240

**Amendment 240**

**Andreas Schwab**

on behalf of the PPE Group

**Evelyne Gebhardt**

on behalf of the S&D Group

**Robert Rochefort, Diana Wallis**

on behalf of the ALDE Group

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Emma McClarkin**

on behalf of the ECR Group

**Kyriacos Triantaphyllides**

on behalf of the GUE/NGL Group

**Report**

**A7-0038/2011**

**Andreas Schwab**

Consumer rights

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

**Proposal for a directive**

**Article 14 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

2. For distance contracts concluded on the Internet, 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 the **standard** withdrawal form on the trader's website. In **that case** the trader shall communicate to the consumer an acknowledgement of receipt of such a withdrawal by email without delay.

2. For distance contracts concluded on the Internet, 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 clearly worded statement** on the trader's website. In **those cases** the trader shall communicate to the consumer an acknowledgement of receipt of such a withdrawal by email **on a durable medium** without delay.

Or. en

16.3.2011

A7-0038/241

**Amendment 241**

**Andreas Schwab**

on behalf of the PPE Group

**Evelyne Gebhardt**

on behalf of the S&D Group

**Robert Rochefort, Diana Wallis**

on behalf of the ALDE Group

**Emilie Turunen**

on behalf of the Verts/ALE Group

**Emma McClarkin**

on behalf of the ECR Group

**Kyriacos Triantaphyllides**

on behalf of the GUE/NGL Group

**Report**

**A7-0038/2011**

**Andreas Schwab**

Consumer rights

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

**Proposal for a directive**

**Article 16 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

2. For sales contracts, the trader may ***withhold the reimbursement until he has received or collected the goods back, or*** the consumer has supplied evidence of having sent back the goods, ***whichever is the earliest.***

***2. Notwithstanding paragraph 1, the trader shall not be required to reimburse additional delivery costs, if the consumer has expressly opted for a type of delivery other than a standard delivery.*** For sales contracts, the trader may ***make*** reimbursement ***subject to the condition that*** the consumer has supplied evidence of having sent back the goods.

Or. en