

16.3.2011

A7-0038/242

Amendment 242

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 1 - paragraph 1

Text proposed by the Commission

Amendment

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

The purpose of this Directive is to *attain a high level of consumer protection and* 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 between consumers and traders, *ensuring a harmonised approach to the protection of citizens against terms and conditions of supply which would have the effect of limiting their fundamental rights and freedoms.*

Or. en

16.3.2011

A7-0038/243

Amendment 243

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

Annex II - point e a (new)

Text proposed by the Commission

Amendment

(ea) limiting the fundamental rights and freedoms of citizens, including the right to privacy, the right to freedom of expression and the right to due process.

Or. en

16.3.2011

A7-0038/244

Amendment 244

Andreas Schwab

on behalf of the PPE Group

Report

A7-0038/2011

Andreas Schwab

Consumer rights

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

Proposal for a directive

Recital 37 a (new)

Text proposed by the Commission

Amendment

(37a) Where the business has failed to fulfil its obligations to deliver, the consumer should call upon it to make the delivery within a period appropriate to the circumstances. The consumer can withdraw from the contract on expiry of that period if no action has been taken. However, this rule should not apply when the business has refused to deliver the goods or in certain circumstances where time is of the essence, such as, for example, a wedding dress which should be delivered before the wedding or Christmas presents. In those specific cases, if the business fails to deliver the goods on time, the consumer should be entitled to terminate the contract immediately after the expiry of the delivery period initially agreed.

Or. en

Justification

This text should replace Recital 37 (b) as voted in IMCO and included in the final IMCO report as amendment 31.

16.3.2011

A7-0038/245

Amendment 245

Andreas Schwab

on behalf of the PPE Group

Report

A7-0038/2011

Andreas Schwab

Consumer rights

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

Proposal for a directive

Article 5

Text proposed by the Commission

Amendment

Article 5

deleted

General information requirements

1. Prior to the conclusion of any sales or service contract, the trader shall provide the consumer with the following information, if not already apparent from the context:

(a) the main characteristics of the product, to an extent appropriate to the medium and the product;

(b) the geographical address and the identity of the trader, such as his trading name and, where applicable, the geographical address and the identity of the trader on whose behalf he is acting;

(c) the price inclusive of taxes, or where the nature of the product means that the price cannot reasonably be calculated in advance, the manner in which the price is calculated, as well as, where appropriate, all additional freight, delivery or postal charges or, where these charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable;

(d) the arrangements for payment, delivery, performance and the complaint handling policy, if they depart from the

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requirements of professional diligence;

(e) the existence of a right of withdrawal, where applicable;

(f) the existence and the conditions of after-sales services and commercial guarantees, where applicable;

(g) the duration of the contract where applicable or if the contract is open-ended, the conditions for terminating the contract;

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

(i) 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.

2. In the case of a public auction, the information in paragraph 1(b) may be replaced by the geographical address and the identity of the auctioneer.

3. The information referred to in paragraph 1 shall form an integral part of the sales or service contract.

Or. en

16.3.2011

A7-0038/246

Amendment 246
Andreas Schwab
on behalf of the PPE Group

Report
Andreas Schwab
Consumer rights
COM(2008)0614 – C6-0349/2008 – 2008/0196(COD)

A7-0038/2011

Proposal for a directive
Article 6

Text proposed by the Commission

Amendment

Article 6

deleted

Failure to provide information

1. If the trader has not complied with the information requirements on additional charges as referred to in Article 5(1)(c), the consumer shall not pay these additional charges.

2. Without prejudice to Articles 7(2), 13 and 42, the consequences of any breach of Article 5, shall be determined in accordance with the applicable national law. Member States shall provide in their national laws for effective contract law remedies for any breach of Article 5.

Or. en

16.3.2011

A7-0038/247

Amendment 247
Andreas Schwab
on behalf of the PPE Group
Diana Wallis

Report
Andreas Schwab
Consumer rights
COM(2008)0614 – C6-0349/2008 – 2008/0196(COD)

A7-0038/2011

Proposal for a directive
Article 22 - paragraph 1

Text proposed by the Commission

1. Unless the parties have agreed otherwise, the trader shall deliver the goods by ***transferring the material possession of the*** goods to the consumer or to a third party, other than the carrier and indicated by the consumer, within a ***maximum of thirty days*** from the day of the conclusion of the contract.

Amendment

1. Unless the parties have agreed otherwise, the trader shall deliver the goods by ***making*** the goods ***available*** to the consumer or to a third party, other than the carrier and indicated by the consumer, within a ***reasonable time which in any event shall not be more than 30 days*** from the day of the conclusion of the contract.

Or. en

16.3.2011

A7-0038/248

Amendment 248
Andreas Schwab
on behalf of the PPE Group
Diana Wallis

Report
Andreas Schwab
Consumer rights
COM(2008)0614 – C6-0349/2008 – 2008/0196(COD)

A7-0038/2011

Proposal for a directive
Article 22 - paragraph 2

Text proposed by the Commission

2. Where the trader has failed to fulfil *his* obligations to deliver, the consumer shall be entitled to a *refund of any sums paid* within *seven days from the date of delivery provided for in paragraph 1*.

Amendment

2. Where the trader has failed to fulfil *its* obligations to deliver *on time in accordance with paragraph 1*, the consumer shall be entitled *to call upon him to make the delivery within a period appropriate to the circumstances. If the trader fails to deliver the goods* within the *appropriate time, the consumer shall be entitled to terminate the contract*.

Or. en

16.3.2011

A7-0038/249

Amendment 249
Andreas Schwab
on behalf of the PPE Group
Diana Wallis

Report
Andreas Schwab
Consumer rights
COM(2008)0614 – C6-0349/2008 – 2008/0196(COD)

A7-0038/2011

Proposal for a directive
Article 22 - paragraph 2 a (new)

Text proposed by the Commission

Amendment

2a. The consumer shall be entitled to terminate the contract where the trader has failed to fulfil its obligation to deliver on time in accordance with paragraph 1, where:

(a) the trader has refused to deliver the goods; or

(b) the delivery period is essential taking into account all the circumstances attending the conclusion of the contract; or

(c) the consumer informs the trader, prior to the conclusion of the contract, that delivery by or on a specified date is essential.

Or. en

16.3.2011

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Amendment 250
Andreas Schwab
on behalf of the PPE Group
Diana Wallis

Report
Andreas Schwab
Consumer rights
COM(2008)0614 – C6-0349/2008 – 2008/0196(COD)

A7-0038/2011

Proposal for a directive
Article 22 - paragraph 2 b (new)

Text proposed by the Commission

Amendment

2b. In addition to the termination of the contract in accordance with paragraphs 2 and 2a, the consumer may have recourse to other remedies provided by national law.

Or. en

16.3.2011

A7-0038/251

Amendment 251
Andreas Schwab
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Diana Wallis

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Andreas Schwab
Consumer rights
COM(2008)0614 – C6-0349/2008 – 2008/0196(COD)

A7-0038/2011

Proposal for a directive
Article 22 - paragraph 2 c (new)

Text proposed by the Commission

Amendment

***2c. Member States shall not maintain or
introduce, in their national law,
provisions diverging from those laid down
in this Article.***

Or. en

16.3.2011

A7-0038/252

Amendment 252
Andreas Schwab
on behalf of the PPE Group
Diana Wallis

Report
Andreas Schwab
Consumer rights
COM(2008)0614 – C6-0349/2008 – 2008/0196(COD)

A7-0038/2011

Proposal for a directive
Article 23 - paragraph 2 a (new)

Text proposed by the Commission

Amendment

2a. Member States shall not maintain or introduce, in their national law, provisions diverging from those laid down in this Article.

Or. en