

**Question for written answer E-008003/2014
to the Commission**

Rule 130

Evelyne Gebhardt (S&D)

Subject: Consumer protection in contract legislation in relation to travel for cross-border lease transactions

Many EU citizens sign agreements for leased premises in other countries during the holiday period. Consumers often find themselves in an unclear legal position when they do so. In many cases, they have to sign another contract in the state in which the premises are situated after concluding a contract to hire leased premises in another Member State with a contracting partner in their own country. In many such cases of double contractual arrangements there are differences between the provisions in the contracts regarding the hiring of the premises. I have received a report from a citizen who, having signed a contract and settled payment with a contracting partner in his or her own country, was required to sign another contract in the country of destination in order to be able to use the premises in question.

Is it compatible with EU law for the provisions of national tenancy law to require de facto a double contractual arrangement?

What action does the Commission intend to take in order to ensure more unified standards in contract legislation in relation to travel which consumers can understand?

Does the Commission plan to take harmonising legislative measures in order to improve consumer protection in the growth sector of cross-border lease transactions and to prevent discrimination?