

**Question for written answer E-008641/2014  
to the Commission**  
Rule 130  
**Olga Sehnalová (S&D)**

Subject: Amendment to the law on electronic communications

On 22 October 2014, the Parliament of the Czech Republic passed an amendment to the law on electronic communications. This gave rise to comments by professional users and the Czech Telecommunications Office, pointing out that this would put users in a worse position in relation to telecommunications operators, mainly because it would limit the scope for withdrawing from a contract in the event of a change to the terms and conditions, and also because it would reduce the level of the guaranteed obligation to provide information to users.

There is a suspicion that the amendment is contrary to Directive 2002/22/EC **of the European Parliament and of the Council of 7 March 2002 on universal service and users' rights relating to electronic communications networks and services (Universal Service Directive)**. This concerns a provision which, in contrast with the legislation as it stands, does not allow the customer to terminate the contract if the operator unilaterally modifies the conditions, but on the contrary forces the customer to remain in a contractual relationship on terms to which he/she does not agree and which may be disadvantageous to him/her. The Universal Service Directive states, on this point, that subscribers have a right to withdraw from their contracts without penalty upon notice of proposed modifications in the contractual conditions.

1. Does the Commission have information at its disposal regarding the implementation of the amendment to the law on electronic communications in the Czech Republic?
2. Does the Commission consider that the above-mentioned provisions of the amendment could be contrary to Directive 2002/22/EC (the Universal Service Directive)?