

QUESTIONS ON THE REVIEW OF THE CONSUMER ACQUIS

This is a long list of questions that should be read in conjunction with the report. We do not envisage that all respondents will wish to answer all the questions, but perhaps just a section that is relevant. **In addition to answering these questions, please tell us anything else you wish to add about how the directives could be improved.**

Please respond to Jemima.Lamsley@dti.gsi.gov.uk by **31 March 2006**.

Purpose and Effectiveness

1. Are the eight directives achieving their original aims? Can you provide supporting evidence for your conclusions?
2. Are the eight consumer directives necessary or are there any that might be candidates for repeal?
3. What do you think is important about these directives and should be retained? Why?

Consolidation and Simplification

4. Do you think that if the Unfair Commercial Practices Directive provisions give the same protections as provisions in the eight directives, the overlap in the original directive should be removed? Can you identify specific instances where you believe this applies?
5. Should there be a general principal on cancellation rights (e.g. cooling-off periods) and remedies for all the acquis directives?
6. Should there be a Cancellable Contracts Directive?
7. Should the Doorstep and Distance Selling Directives be combined into a Contracts Made Away from Business Premise Directive?
8. Should there be a Consumer Sales Directive covering seller's duty to deliver and their right to sell? (This might replace the Doorstep, Distance Selling and Sale of Goods Directives.)
9. Should there be a European Consumer Code covering all services as well as goods?
10. Should there be consistency about the definitions of common terms: e.g. "consumer" is a person acting for purposes "outside his trade" (Unfair Terms, Distance Selling Directives) or "not related to his trade" (Consumer Sales Directive)? Which definitions should be made consistent?
11. Do you think that the problems about definitions are caused by difficulties of translation?

12. Should the differences in detail of cancellation rights (e.g. cooling-off periods) be rationalised: e.g. differing periods during which the right of cancellation may be exercised? Or, is there a case for different periods depending on the nature of the product or service?

13. Should the information requirements in the Timeshare and Package Travel Directives be combined in one general principal? Would the differences between the directives require the adoption of additional detailed specific requirements?

14. Do you think that common problems with the Directives can be rectified by substantive contract law solutions such as the CFR? (The Common Frame of Reference (CFR) is non-binding and will set out a statement of underlying principals of contract law common to all member states with the aim of improving the simplicity, clarity and consistency of EU legislation. It can be used for preparing future EU law.)

15. To what extent would consolidating some or all of the directives be practical and workable for businesses?

16. What are the benefits of consolidation?

17. Do you have any other thoughts on whether and how to simplify the Consumer Acquis?

Improving Individual Directives

18. If the Directives are to be retained, how could they be improved? For example:

18(a). Are there any developments in the industry since the directives that are not covered by its scope (eg internet sales)?

18(b). Should the directives be made more general so that specific new practices that might crop up are covered?

18(c). Should the Unfair Contract Terms Directive be extended to cover negotiated terms?

18(d). Should the Sale of Goods Directive be extended to provide for producer liability?

20. In relation to the Doorstep Selling Directive:

19(a). Should cancellation rights and a cooling-off period be extended to solicited visits, or should it be clarified that these do not extend to solicited visits?

19(b). When a written contract is given, should cancellation rights be included in the contract?

19(c). Should the threshold of 60 ECU (European Currency Unit) (£35), above which the directive comes into force, be raised?

19(d). Should the cooling-off period be extended to a minimum of 10 or 14 days?

19(e). Should definitions of the following be clarified: 'concluded', 'consumer', 'trader' and the point at which the cooling-off period begins?

19(f). Should 'excursion' be defined so as to cover contracts concluded following a presentation to which the consumer has been invited following an unsolicited approach? (Excursion is currently not defined.)

21. In relation to the Injunctions Directive:

20(a). Are you aware/are you bringing/have you had any experience of cross border proceedings under the Injunctions Directive? If so what?

20(b). Should a Community enforcer be given the power to take action for domestic infringements before a UK court?

20(c). Should the Injunctions Directive provide for an enforcer to obtain remedies other than in Article 2 of the Directive?

20(d). Should the Injunctions Directive include other Directives not listed in its Annex? If so which ones and why?

Contacts for the Directives

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Unfair Contract Terms 93/13/EEC: Rose.Newton@dti.gsi.gov.uk (020 7215 0333)

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