



**SCREENING CHAPTER 28
CONSUMER AND HEALTH PROTECTION**

AGENDA ITEM: DISTANCE CONTRACTS

**Country Session: The Republic of TURKEY
6-7 July 2006**



LEGAL BASIS

- **LAW NO. 4077 ON CONSUMER PROTECTION AMENDED BY LAW NO. 4822 (OG No: 25048, 14 March 2003)**

Came into force on 14 June 2003

- **BY-LAW CONCERNING THE RULES AND PROCEDURES REGARDING DISTANCE CONTRACTS (OG No: 25137, 13 June 2003)**

Came into force on 14 June 2003

(Law and By-law cover the minimum requirements of Directive 97/7/EC on the Protection of Consumers in Respect of Distance Contracts)



COMPETENT AUTHORITY

MINISTRY OF INDUSTRY AND TRADE

DG FOR PROTECTION OF CONSUMER AND COMPETITION



LAW ON CONSUMER PROTECTION (ARTICLE 9/A)

Distance contract means any contract:

- **concluded using written, visual, telephone or electronic media or other means of communication,**
- **without coming into contact with the consumer, and**
- **which provides for the delivery or supply of good or service to the consumer at the time when the contract is concluded or at a later stage.**



BY-LAW ON THE RULES AND PROCEDURES REGARDING DISTANCE CONTRACTS

DEFINITIONS (Article 4)

- **Good**
- **Service**
- **Seller**
- **Supplier**
- **Consumer**
- **Creditor**
- **Distance contract**



BY-LAW ON THE RULES AND PROCEDURES REGARDING DISTANCE CONTRACTS

PRIOR INFORMATION (Article 5)

Prior information to be provided to the consumer are laid down in the Article 5.



BY-LAW ON THE RULES AND PROCEDURES REGARDING DISTANCE CONTRACTS

WRITTEN CONFIRMATION OF PRIOR INFORMATION (Article 6)

- **The contract shall not be concluded unless the consumer confirms in written form that he/she obtained complete and correct prior information.**
- **For the contracts concluded in electronic media, confirmation shall also be made in electronic media.**
- **For goods, the consumer shall receive prior information in written form before the delivery, for services before concluding the contract.**



BY-LAW ON THE RULES AND PROCEDURES REGARDING DISTANCE CONTRACTS

RIGHT OF WITHDRAWAL (Article 8)

- **The consumer shall have the right to withdraw from the contract within 7 days without proving any excuse or undertaking any legal or penal liabilities.**
- **The period for exercising the right of withdrawal shall begin,**
 - **in the case of goods, from the delivery date of the good,**
 - **in the case of service, from the day of conclusion of the contract.**



BY-LAW ON THE RULES AND PROCEDURES REGARDING DISTANCE CONTRACTS

EXEMPTIONS OF RIGHT OF WITHDRAWAL (Article 8)

- **the contracts concluded and good delivered/ service provided instantly in electronic media**
- **the sale of good that was personalised by means of changes or additions in accordance with the requests of the consumer**
- **the sales of good that cannot be returned by reason of their nature, are liable to deteriorate or due to expiry date.**



BY-LAW ON THE RULES AND PROCEDURES REGARDING DISTANCE CONTRACTS

OBLIGATIONS OF SELLER AND SUPPLIER (Article 9)

- **The seller or supplier shall perform its obligation within 30 days following the receipt of the consumer's order.**
- **This period can be extended for a maximum of 10 days, provided that the consumer has been informed in writing in advance.**
- **The seller or supplier has to refund any sums he received, or return any document regarding the debt of consumer within 10 days following the receipt of the notification of withdrawal, and take the good back within 20 days.**



BY-LAW ON THE RULES AND PROCEDURES REGARDING DISTANCE CONTRACTS

OBLIGATIONS OF SELLER AND SUPPLIER (Article 9)

- **Before the termination of obligation arising from the contract, the seller or supplier may provide the consumer with good or service of equivalent quality and price, if it is justified and already stated in the contract.**
- **If the seller or supplier claims the impossibility of performing the ordered good or service and thus fails to perform the obligations, he/she shall notify the consumer about the situation prior to the termination of liability period.**



BY-LAW ON THE RULES AND PROCEDURES REGARDING DISTANCE CONTRACTS

PAYMENT BY CARD (Article 10)

- **If the amount is paid via credit card or similar payment card, the consumer shall have the right to demand the cancellation of the payment, when the card has been used without his/her authorisation or contradictory to the law.**
- **In this case, the institution that issued the card shall return the amount within 10 days upon the notification of consumer.**



BY-LAW ON THE RULES AND PROCEDURES REGARDING DISTANCE CONTRACTS

EXEMPTIONS (Article 11)

- **Contracts concerning financial services and insurance,**
- **Contracts concluded via automatic vending machines,**
- **Contracts concluded using public payphones,**
- **Contracts concluded at an auction,**
- **Contracts concluded for foodstuffs, beverages or other goods intended for everyday consumption supplied regularly to the home of the consumer or to his work place,**
- **The contracts providing accomodation, transport, catering, sports and cultural activities and outdoor leisure events on a specific date or within a specific period.**



THANK YOU FOR YOUR ATTENTION



**SCREENING CHAPTER 28
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**AGENDA ITEM X: DISTANCE MARKETING OF CONSUMER
FINANCIAL SERVICES**

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DISTANCE MARKETING OF FINANCIAL SERVICES

- **The Directive 2002/65/EC has not been transposed yet.**
- **The work to determine the responsible authority in Turkey for the transposition and implementation of the Directive is ongoing.**
- **It is expected that By-Law amending the By-law On The Rules And Procedures Regarding Distance Contracts will be enacted by the end of 2007.**



THANK YOU FOR YOUR ATTENTION