



**SCREENING CHAPTER 28
CONSUMER AND HEALTH PROTECTION**

AGENDA ITEM VIII: DOORSTEP SELLING

**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 APPLICATION PRINCIPLES AND METHODS FOR DOORSTEP SALES (OG No: 25137, 13 June 2003)**

Came into force on 14 June 2003

(Law and By-law cover the minimum requirements of Directive 85/577/EEC on the Protection of Consumers in Respect of Contracts Negotiated Away From Business Premises)



COMPETENT AUTHORITY

MINISTRY OF INDUSTRY AND TRADE

DG FOR PROTECTION OF CONSUMER AND COMPETITION



LAW ON CONSUMER PROTECTION (ARTICLE 8)

Doorstep Sale

Doorstep sale means any sale made outside the workplace, or sale places such as exhibitions or fairs.



LAW ON CONSUMER PROTECTION (ARTICLE 8)

Right of Withdrawal

- The consumer is free to accept or return the good to the supplier within a period of 7 days without providing any reason or undertaking any obligation.
- Where a service is being sold, such period commences from the date on which the contract is concluded.
- During the withdrawal period, the seller or supplier may not require the consumer to make any payment for the good or service.



LAW ON CONSUMER PROTECTION (ARTICLE 9)

The Obligations of Seller and Supplier

- The seller or supplier must ensure that the consumer to sign the contract and write the contract date with his/her own handwriting,
- The seller or supplier has to give a copy of the signed contract to the consumer,
- The expression stating the right of withdrawal must be written in the first page of the contract.



BY-LAW CONCERNING APPLICATION PRINCIPLES AND METHODS FOR DOORSTEP SALES

Authorisation (Article 5)

The sellers or suppliers that are involved in doorstep sales must obtain “Authorisation Certificate for Doorstep Sale” from the Ministry.



BY-LAW CONCERNING APPLICATION PRINCIPLES AND METHODS FOR DOORSTEP SALES

Liability (Article 10)

- **The goods and service must be delivered or performed or carried out in compliance with the price, quality, amount and period determined in the contract.**
- **In case of non-compliance, the seller, the dealer, the agent, the representative, the creditor, the manufacturer/producer and importer shall be jointly and severally liable.**

BY-LAW CONCERNING APPLICATION PRINCIPLES AND METHODS FOR DOORSTEP SALES

Exclusions (Article 14)

The provisions of the By-Law does not apply to contracts regarding:

- Sale of foodstuffs,
- Sale of goods for the current consumption in the household
- Insurance contracts,
- Sale of books, journals, encyclopaedia, audio and visual cassettes, audiovisual magnetic bands, optic discs and similar materials for educational and/or cultural purposes,
- Sale of goods and services outside the business premises that are recognized as commercial practice or custom.



THANK YOU FOR YOUR ATTENTION