

Consumer and Business Associations questionnaire

Risk & Policy Analysts Ltd (RPA), together with CSES and EPRD, has been contracted by the European Commission (DG Justice) to support the evaluation of the Consumer Rights Directive (Directive 2011/83/EU).

The Directive on Consumer Rights (2011/83/EU) was adopted in 2011, had to be transposed into national legislation by the Member States by December 2013 and be applicable as of June 2014. The Directive aims at supporting a real business-to-consumer (B2C) internal market, striking the right balance between a high level of consumer protection and the competitiveness of enterprises.

Generally, the Directive has a full harmonization character, however, in specific cases, the Directive gives Member States the possibility to apply stricter rules. The Directive introduces uniform pre-contractual information requirements and a uniform 14 day period for the right of withdrawal for distance and off-premises contracts. There are also clear rules for the delivery of goods and passing of risk, and specific rules on price transparency (including a ban of pre-ticked boxes), rules regarding fees for the use of means of payment and fees for communication by telephone once a contract is concluded. The Consumer Rights Directive includes sales contracts, service contracts and contracts for digital content (both paid and free). However, some specific issues are not covered by the CRD (free-online services such as social media and cloud storage services) but are still subject of this study. Because of this, we will also be asking you specific questions about these services.

As a part of the study data and information will be collected on how the Directive is viewed by consumers and businesses. For this purpose, consumers and businesses will be surveyed in the following countries: Bulgaria, Cyprus, Czech Republic, Germany, Estonia, Finland, Greece, France, Ireland, Italy, Lithuania, Netherlands, Poland, Portugal, Romania, Spain, Sweden, Slovakia, United Kingdom.

Responses will be handled in the strictest confidence and will only be used for the purposes of this study. In preparing our reports for the Commission (which, subsequently, may be published), care will be taken to ensure that specific responses cannot be linked to specific individuals, businesses or organisations. If you have specific concerns about how your views will be treated, you can contact us and we will be happy to discuss your concerns.

Information about your activities

Q 1: First of all, could you please indicate the country of the organisation you are representing?

- | | | |
|---|--|--|
| <input type="checkbox"/> Belgique/België (BE) | <input type="checkbox"/> Hrvatska (HR) | <input type="checkbox"/> Polska (PL) |
| <input type="checkbox"/> България (BG) | <input type="checkbox"/> Italia (IT) | <input type="checkbox"/> Portugal (PT) |
| <input type="checkbox"/> Česká republika (CZ) | <input type="checkbox"/> Κύπρος (CY) | <input type="checkbox"/> România (RO) |
| <input type="checkbox"/> Danmark (DK) | <input type="checkbox"/> Latvija (LV) | <input type="checkbox"/> Slovenija (SI) |
| <input type="checkbox"/> Deutschland (DE) | <input type="checkbox"/> Lietuva (LT) | <input type="checkbox"/> Slovensko (SK) |
| <input type="checkbox"/> Eesti (EE) | <input type="checkbox"/> Luxembourg (LU) | <input type="checkbox"/> Suomi/Finland (FI) |
| <input type="checkbox"/> Éire/Ireland (IE) | <input type="checkbox"/> Magyarország (HU) | <input type="checkbox"/> Sverige (SE) |
| <input type="checkbox"/> Ελλάδα (EL) | <input type="checkbox"/> Malta (MT) | <input type="checkbox"/> United Kingdom (UK) |
| <input type="checkbox"/> España (ES) | <input type="checkbox"/> Nederland (NL) | |
| <input type="checkbox"/> France (FR) | <input type="checkbox"/> Österreich (AT) | |

Q 2: Are you representing ...

- A consumer organisation **(GO TO QUESTION 3)**
- A business organisation **(GO TO QUESTION 10)**

Your views about the Consumer Rights Directive 2011/83/EU and impacts on consumers

THIS PART IS ONLY FOR CONSUMER ORGANISATIONS

Q 3: How effective would you consider the Consumer Rights Directive to be for consumer protection in respect of the following activities

INSTRUCTION: please choose one of the following options for each of the activities for both your country and other EU countries

- **Very effective**
- **Quite effective**
- **Not that effective**
- **Not effective at all**
- **Don't know**
- **No opinion**

Activities	<u>in your country?</u>	<u>in other EU countries?</u>
Sale of goods (e.g. clothes, gadgets such as smart phones, laptops, equipment)		
Provision of services (e.g. energy supply, telecom services, subscription to TV channels)		
Provision of digital content both paid and free (downloading or streaming of movies, music, computer games, applications etc.)		
Other (please specify)		
Please add any further comments in the space below:		

Q 4: In your opinion, what is the level of consumer awareness about the Consumer Rights Directive in your country?

- High levels of awareness
- Medium level of awareness
- Low level of awareness
- Don't know
- No opinion

Please add any further comments in the space below:

Q 5: In your opinion, what is the level of consumer awareness in your country with regard to the specific requirements of the Consumer Rights Directive?

	High levels of awareness	Medium level of awareness	Low level of awareness	Don't know	No opinion
The pre-contractual information requirements for on-premises contracts					
The pre-contractual information requirements for distance and off-premises contract					
The specific provisions on digital content both paid and free (e.g. product information on interoperability, compatibility)					
The formal requirements for distance and off-premises contracts					
The fully harmonised period for the right of withdrawal for distance and off-premises contracts (period for withdrawing from the contract, period for returning products etc.)					
The exceptions from the right of withdrawal					
Right of withdrawal for digital content					
Reimbursement (period for being reimbursed, right to receive a full reimbursement including delivery costs, obligation to pay for diminished value of goods used during the withdrawal period etc.)					
The rules on delivery and passing of risk					
The "basic rate" requirement for consumer telephone lines in relation to contracts already concluded					
The requirement to eliminate unjustified surcharges for the use of means of payments					
The provision banning pre-ticked boxes					
The provision on inertia selling (consumer not obliged to pay for unsolicited goods, services or digital content)					
Other (please specify):					

Q 6: How positively or negatively do you rate each of the following provisions introduced by the CRD for consumers when buying...?

INSTRUCTION: please choose one of the following options for each of the provisions for both domestically and cross-border

- **Very positive**
- **Positive**
- **Neutral /no impact**
- **Negative**
- **Very negative**
- **Don't know**
- **No opinion**

Provisions	domestically	cross-border?
The pre-contractual information requirements for on-premises contracts		
The pre-contractual information requirements for distance and off-premises contract		
The specific provisions on digital content both paid and free (e.g. product information on interoperability, compatibility)		
The formal requirements for distance and off-premises contracts		
The fully harmonised period for the right of withdrawal for distance and off-premises contracts (period for withdrawing from the contract, period for returning products etc.)		
The exceptions from the right of withdrawal		
Right of withdrawal for digital content		
Reimbursement (period for being reimbursed, right to receive a full reimbursement including delivery costs, obligation to pay for diminished value of goods used during the withdrawal period etc.		
The rules on delivery and passing of risk		
The "basic rate" requirement for consumer telephone lines in relation to contracts already concluded		
The requirement to eliminate unjustified surcharges for the use of means of payments		
The provision banning pre-ticked boxes		
The provision on inertia selling (consumer not obliged to pay for unsolicited goods, services or digital content)		
Other (please specify)		
Please add any further comments in the space below:		

Q 7: If there are specific requirements that apply in your country as a result of national implementation of the Consumer Rights Directive, how positively or negatively do you rate them for consumers?

NB: whilst the Directive is implemented under a maximum harmonisation approach, there are some aspects where MS have discretion, e.g. exemptions to off-premises transactions below 50 EUR, imposition of language requirements for distance and off-premises contracts, not to apply a simplified information regime for off-premises contracts to carry out repairs or maintenance; to require written confirmation for contracts concluded by telephone; to maintain, in the case of off-premises contracts, existing national legislation prohibiting the trader from collecting payment from the consumer during a given period after conclusion of the contract.

- Very positive
- Positive
- Neutral /no impact
- Negative
- Very negative
- Don't know/ No opinion
- Not applicable (no specific requirements)

Please provide further information in the space below (including a description of the national provisions):

Q 8: How would you rate the ability of national authorities in your country to enforce the provisions of the Consumer Rights Directive for the following activities?

	Very effective	Quite effective	Not that effective	Not effective at all	Don't know	No opinion
Sale of goods (e.g. clothes, gadgets such as smart phones, laptops, equipment)						
Provision of services (e.g. energy supply, telecom services, subscription to TV channels)						
Provision of digital content both paid and free (downloading or streaming of movies, music, computer games, applications etc.)						
Other (please specify):						

Q 9: In your opinion, to what extent would the following EU consumer protection rules - if fully harmonised at EU level - be beneficial consumers? Currently, the CRD covers sales and service contracts and contract for digital content (both paid and free), but it does not cover free on-line services.

	Very beneficial for consumers	Rather beneficial for consumers	Rather not beneficial for consumers	Not beneficial at all for consumers	No opinion / don't know
Before subscribing for a free on-line service (such as social media e.g. Facebook, Twitter etc. or cloud storage of pictures, movies), the consumer should receive all the relevant information about such a free service contract					
When subscribing for a free on-line service (such as social media e.g. Facebook, Twitter etc. or cloud storage of pictures, movies), the consumer should have a right of withdrawal from such a free service contract within 14 days from conclusion.					
Please explain:					

NOW GO TO QUESTION 19

Your views about the Consumer Rights Directive 2011/83/EU and impacts on the competitiveness of traders

THIS PART IS ONLY FOR BUSINESS ORGANISATIONS

Q 10: Which is the core activity of the traders you represent? (more than one reply possible)

- Traders selling goods (e.g. clothes, gadgets such as smart phones, laptops, equipment)
- Traders selling services (e.g. energy supply, telecom services, subscription to TV channels)
- Traders providing digital content both paid and free (downloading or streaming of movies, music, computer games, applications etc.)
- Traders providing 'Free on-line services' (e.g. social media or free cloud services to store pictures, videos, etc.)

Please estimate the % of total traders within the sector you represent if possible:

Q 11: Do the traders you represent sell domestically and/or in more than one country?

- The majority sell only domestically (in home EU country)
- Domestically and cross-border in similar numbers
- The majority sell cross-border
- Don't know
- Prefer not to answer

Q 12: In your opinion, what is the level of awareness among traders selling online, by distance and/or off premises of the Consumer Rights Directive and its implementation in your country?

NB: whilst the Directive is implemented under a maximum harmonisation approach, there are some aspects where MS have discretion, e.g. exemptions to off-premises transactions below 50 EUR, imposition of language requirements for distance and off-premises contracts, not to apply a simplified information regime for off-premises contracts to carry out repairs or maintenance; to require written confirmation for contracts concluded by telephone; to maintain, in the case of off-premises contracts, existing national legislation prohibiting the trader from collecting payment from the consumer during a given period after conclusion of the contract.

	High levels of awareness	Medium level of awareness	Low level of awareness	I don't know	No opinion
Requirements for traders from EU CRD					
Requirements for traders from national consumer protection legislation (if any different from rest of the EU)					

Please add any further comments in the space below:

Q 13: In your opinion, what is the level of awareness among traders in your country with regard to the specific requirements of the Directive?

	High levels of awareness	Medium level of awareness	Low level of awareness	Don't know	No opinion
The pre-contractual information requirements for on-premises contracts					
The pre-contractual information requirements for distance and off-premises contract					
The specific provisions on digital content both paid and free (e.g. product information on interoperability, compatibility)					
The formal requirements for distance and off-premises contracts					
The fully harmonised period for the right of withdrawal for distance and off-premises contracts (period for withdrawing from the contract, period for returning products etc.)					
The exceptions from the right of withdrawal					
Right of withdrawal for digital content					
Reimbursement policies (e.g. period for providing reimbursement, obligation to reimburse all payment including the cost for delivery, possibility of accounting for diminished value in the case of refunds, possibility that the consumer pays the cost of returning the goods if informed in advance etc.)					

The rules on delivery and passing of risk					
The "basic rate" requirement for consumer telephone lines in relation to contracts already concluded					
The requirement to eliminate unjustified surcharges for the use of means of payments					
The provision banning pre-ticked boxes					
The provision on inertia selling (consumer not obliged to pay for unsolicited goods, services or digital content)					
Other (please specify):					

Q 14: To what extent has the Consumer Rights Directive 2011/83/EU had an impact on the competitiveness of traders in your country?								
	Very positive impact	Positive impact	Neutral/ no impact	Negative impact	Very negative impact	Don't know	Not applicable	No opinion
When trading domestically?								
When trading in other EU country?								
Please explain your answer:								

Q 15: How positively or negatively do you rate the following provisions introduced by the Consumer Rights Directive for the competitiveness of traders in your country when...
<p>INSTRUCTION: please choose one of the following options for each of the provisions for <u>both</u> trading domestically and trading cross-border?</p> <ul style="list-style-type: none"> • Very positive • Positive • Neutral /no impact • Negative • Very negative • Don't know • No opinion

Provisions	trading domestically	trading cross-border?
The pre-contractual information requirements for on-premises contracts		
The pre-contractual information requirements for distance and off-premises contract		
The specific provisions on digital content both paid and free (e.g. product information on interoperability, compatibility)		
The formal requirements for distance and off-premises contracts		
The fully harmonised period for the right of withdrawal for distance and off-premises contracts (period for withdrawing from the contract, period for returning products etc.)		
The exceptions from the right of withdrawal		
Right of withdrawal for digital content		
Reimbursement policies (e.g. period for providing reimbursement, obligation to reimburse all payment including the cost for delivery, possibility of accounting for diminished value in the case of refunds, possibility that the consumer pays the cost of returning the goods if informed in advance etc.)		
The rules on delivery and passing of risk		
The "basic rate" requirement for consumer telephone lines in relation to contracts already concluded		
The requirement to eliminate unjustified surcharges for the use of means of payments		
The provision banning pre-ticked boxes		
The provision on inertia selling (consumer not obliged to pay for unsolicited goods, services or digital content)		
Other (please specify)		
Please add any further comments in the space below:		

Q 16: If there are specific requirements that only apply in your country as a result of national implementation of the Consumer Rights Directive, how positively or negatively do you rate them for traders' competitiveness?

Note: Whilst the CRD is being implemented under the maximum harmonisation approach, under certain Articles of the CRD, there is scope for alternative regulatory choices, such as exempt off-premises contracts for 50 euros or less from the CRD rules, imposing national language requirements, possibility not to apply a simplified information regime for off-premises contracts to carry out repairs or maintenance; to require written confirmation for contracts concluded by telephone; to maintain, in the case of off-premises contracts, existing national legislation prohibiting the trader from collecting payment from the consumer during a given period after conclusion of the contract.

- Very positive
- Positive
- Neutral /no impact
- Negative
- Very negative
- Don't know/No opinion
- Not applicable (no specific requirements)

Please provide further information in the space below:

Q 17: Do you think that differences in national legislation in certain Member States using the regulatory options available under the Consumer rights Directive have impacts on traders' competitiveness?

	Positive impact	Rather positive impact	Neither positive nor negative	Rather negative impact	Fully negative impact	No opinion	Don't know
Non-application of the Consumer Rights Directive to off-premises contracts for 50 euros or less							
National language requirements for contractual information							
Additional information requirements under e-Commerce and							

Services Directive							
Application of the light information regime for repair works of 200 euros or less							
Requirement of written confirmation of contracts concluded by telephone							
Ban to collect payment in off-premises contracts during a given period							

Q 18: In your view, what are the benefits for businesses from complying with the rules laid down in the Consumer Rights Directive?

- Consumers whose rights are respected come back
- Consumers whose rights are respected bring/attract other consumers (by word of mouth, online endorsements)
- On the contrary, consumers whose rights are not respected discourage other consumers (damage to reputation)
- Compliant and hence trusted businesses can sell at higher prices
- There are no benefits
- No opinion / don't know
- Other

Please provide reasons for your answer in the space below:

Forward looking perspective – the Consumer Rights Directive 2011/83/EU

FOR ALL (BUSINESS AND CONSUMER ORGANISATIONS)

Q 19: In your opinion, to what extent would the following EU consumer protection rules - if fully harmonised at EU level - be beneficial for increasing trust of consumers?					
	Very beneficial for consumers	Rather beneficial for consumers	Rather not beneficial for consumers	Not beneficial at all for consumers	No opinion / don't know
Before subscribing for a free on-line service (such as social media e.g. Facebook, Twitter etc. or cloud storage of pictures, movies), the consumer should receive all the relevant information about such a free service contract – the same as the information provided for paid service contract					
When subscribing for a free on-line service (such as social media e.g. Facebook, Twitter etc. or cloud storage of pictures, movies), the consumer should have a right of withdrawal from such a free service contract within 14 days from conclusion (the same right of withdrawal as for service contracts or the same as for digital content.					
When using an online platform to search for information or a product, the consumer should be informed about the ranking criteria that the platform uses by default when presenting the search results					
Please explain (compulsory answer):					

Q 20: Do you agree with the following statement: The presentation of pre-contractual information to consumers should be simplified by applying a uniform easy graphical model , e.g. using icons or pictograms

- Agree, model should be binding
- Agree, model should not be binding
- Neutral (nor agree or disagree)
- Disagree
- Don't know

Q 21: Do you think that the objectives of the CRD (achieving a high level of consumer protection and contributing to the proper functioning of the internal market) are still relevant to the needs of consumers and/or traders within the EU?

- Very relevant
- Slightly relevant
- Not relevant or irrelevant
- Slightly irrelevant
- Totally irrelevant
- Don't know/No opinion

Please provide reasons for your answer in the space below:

Q 222: Are you aware of any factors hindering the effectiveness of the CRD?

- Yes
- No
- Don't know

Please provide further information in the space below (compulsory answer):

Q 23: Are you willing to be contacted for a telephone interview about your experiences with EU consumer protection in your country?

- Yes
- No

Q 24: If yes, please provide your name and an email address or phone number where we can reach you. Obviously, such personal data will not be shared with anyone outside of the study team.

Name	
Organisation	
Website	
Email	
Telephone	

Many thanks Rocio Salado, Project Manager