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Republic of Latvia

Cabinet

Regulation No. 207

Adopted 28 May 2002

Regulations Regarding Distance Contracts

*Issued pursuant to Section 10, Paragraph four of
the Consumer Rights Protection Law*

1. These Regulations prescribe the information to be included in distance contracts, separate provisions for the performance of the contracts, and procedures and time periods for exercising the right of withdrawal. If other regulatory enactments regarding distance contracts prescribe the information to be provided in relation to separate goods or other requirements, the relevant regulatory enactments shall be applied in addition.

2. Information to be included in distance contracts and provided by offers expressed to consumers shall be the following:

2.1. the name (firm name), registration number and date, given name, surname and, if pre-payment is required, also the address of the seller or service provider;

2.2. characteristics of the goods or services;

2.3. price of the goods and services (including all taxes);

2.4. the charge for delivery (if such charge is provided for);

2.5. procedures for payment, delivery or performance;

2.6. information regarding the right of withdrawal (except the contracts referred to in Paragraph 15 of these Regulations);

2.7. costs for the utilisation of the relevant distance information means of communication or transmission (if such costs differ from the tariffs that are in effect in the State);

2.8. time period, during which the offer or the price is valid;

2.9. in contracts regarding a regular or repeat delivery of goods or provision of services – the minimum term of validity of the contract (if such term exists);

2.10. in contracts that are entered into through the Internet (except electronic mail) additional information to be specified shall be the following:

2.10.1. technical stages that shall be observed in order to enter into the contract;

2.10.2. conditions for the storage of the contracts that have been entered into (whether the contract is stored) and availability of such contracts to consumers;

2.10.3. technical means for determination and correction of input errors prior to the making of an order;

2.10.4. languages offered for the entering into the contract; and

2.10.5. behaviour code that is observed and information regarding the accessibility thereof.

3. The information referred to in Paragraph 2 of these Regulations shall be provided in a clear and comprehensible way, and in a form that conforms to the relevant distance information means of communication or transmission, by ensuring the protection of such persons as cannot express their consent, and by clearly specifying the commercial purpose of the information.

4. It shall be a duty of sellers or service providers when utilising a telephone, at the beginning of the conversation to inform consumers regarding their identity and the commercial purpose of the call.

5. If a contract is entered into through the Internet (except electronic mail), the seller and service provider have a duty to:

5.1. with the help of electronic means, confirm the receipt of the order without delay. The receipt of an order shall be confirmed when the confirmation referred to has become available to the consumer;

5.2. ensure consumers with a possibility to correct input errors prior to the making of an order; and

5.3. ensure consumers with a possibility to become acquainted with and retain the information referred to in Sub-paragraph 2.10.

6. Sellers and service providers have a duty prior to the performance of contracts, but not later than at the moment of delivery of goods or provision of services to provide consumers with:

6.1. a written confirmation of the information referred to in Sub-paragraphs 2.1, 2.2, 2.3, 2.4, 2.5 and 2.6 of these Regulations or a confirmation that can be perceived and retained in another visual or audio form and is available to consumers, for example, with the help of voice mail, audio text, videophone, video text, electronic mail or facsimile and other means of communication (if such information prior to the entering into the contract has not been provided so that it could be perceived and retained in a visual form that is available to consumers);

6.2. information regarding guarantees and maintenance after the sale; and

6.3. information regarding conditions for the revocation of the contract (if a specific term of validity of the contract has not been specified or the term of validity is longer than one year).

7. Paragraph 6 of these Regulations does not apply to contracts regarding services that are provided by utilising distance information means of communication or transmission if the services referred to are provided only once and the operator of distance information means of communication or transmission is paid for such services. In such case the address of the seller or service provider, to which consumers may submit their claims, shall be indicated for consumers.

8. The information provided for by these Regulations need not be provided in relation to the following contracts:

8.1. contracts that have been entered into by utilising automatic vending machines or automated points of sale;

8.2. contracts that have been entered into with a telecommunications operator by utilising public payphones;

8.3. contracts that have been entered into at auctions;

8.4. contracts regarding the delivery of food products, beverages or other goods intended for immediate household consumption to consumers at home, places of employment or other places of location of consumers if the goods are regularly delivered by a commercial agent; and

8.5. contracts regarding accommodation or transport services, catering or entertainment events if the seller or service provider after the entering into a contract undertakes to provide the service on a specific day or in a specific time period.

9. If the requirements of Paragraphs 6 and 7 of these Regulations have been fulfilled, consumers may exercise the right of withdrawal and unilaterally withdraw from the contract within a time period of 14 calendar days, unless the parties have agreed on a longer time period.

10. The time period for exercising the right of withdrawal referred to in Paragraph 9 of these Regulations shall be calculated from the day of receiving the goods or a part of goods by the consumer, or from the day of entering into the contract if services are provided or payments for the purchase are in part or in full made by utilising a consumer credit agreement.

11. If the requirements referred to in Paragraphs 6 and 7 of these Regulations have not been fulfilled, consumers may exercise the right of withdrawal and unilaterally withdraw from the contract within a time period of 90 calendar days.

12. The time period for exercising the right of withdrawal referred to in Paragraph 11 of these Regulations shall be calculated from the day of receiving of goods or a part of goods by the consumer, or from the day of entering into the contract if services are provided or payments for the purchase are in part or in full made by utilising a consumer credit agreement.

13. If within the time period for exercising the right of withdrawal referred to in Paragraph 11 of these Regulations the requirements referred to in Paragraphs 6 and 7 of these Regulations have been fulfilled, consumers may exercise the right of withdrawal and unilaterally withdraw from the contract within a time period of 14 calendar days from the day of provision of the information.

14. If a consumer exercises the right of withdrawal, the seller or service provider has an obligation to repay to the consumer all the instalments made by him or her as soon as possible but not later than within 30 calendar days from the day when the consumer has sent a written withdrawal, or within seven calendar days after the receipt of documents confirming the costs.

15. Unless otherwise agreed by the parties, consumers may not exercise the right of withdrawal if:

15.1. the fulfilment of a contract regarding the provision of services is commenced with the consent of a consumer prior to the expiry of the time period for exercising the right of withdrawal referred to in Paragraph 9 of these Regulations and the service provider has already informed the consumer regarding the impossibility to exercise the right of withdrawal before the entering into the contract;

15.2. the price of goods or services depends on the fluctuations of the financial market, which fluctuations cannot be controlled by sellers or service providers, and sellers or service providers already have informed the consumer regarding the impossibility to exercise the right of withdrawal before entering into the contract;

15.3. goods are produced according to the instructions of a consumer or such goods as are objects that cannot be replaced, or goods that because of the nature thereof may not be returned, or are subject to rapid spoilage or can be quickly utilised;

15.4. the consumer has opened the packaging of audio or video recordings, or computer programs;

15.5. newspapers, periodicals or magazines are delivered;

15.6. the contract is related to the services of gambling or lottery;

15.7. the contract has been entered into by utilising an automatic vending machine or automated points of sale;

15.8. the contract has been entered into with a telecommunications operator by utilising public payphones;

15.9. the contract has been entered into in an auction;

15.10. food products, beverages or other goods intended for immediate household consumption are regularly delivered by a commercial agent to consumers at home, place of employment or other place of location; or

15.11. a seller or service provider after entering into the contract regarding accommodation or transport services, catering or entertainment events undertakes to provide the service on a specific day or within a specific time period.

16. If sellers or service providers cannot perform a contract because the goods or services ordered are not available, they shall inform the consumer thereof and repay the whole instalment to the consumer not later than within 30 calendar days from the day when the seller or service provider received the order of the consumer.

17. In the case referred to in Paragraph 16 of these Regulations sellers or service providers may deliver to consumers equivalent goods or services for an equivalent price if such possibility has been provided for prior to the entering into the contract and consumers were in a clear and comprehensible way informed thereof. If in such case consumers exercise the right of withdrawal provided for by these Regulations, the costs that are related to the return of goods to the seller or service provider shall be covered by the seller or service provider.

18. Cabinet Regulation No. 316 of 7 September 1999, Regulations Regarding Distance Contracts (*Latvijas Vēstnesis*, 1999, No. 297/299) is repealed.

Prime Minister

A. Bērziņš

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