Text consolidated by Valsts valodas centrs (State Language Centre) with amending regulations of:

30 August 2016 [shall come into force on 14 September 2016];

20 February 2022 [shall come into force on 15 March 2022].

If a whole or part of a paragraph has been amended, the date of the amending regulation appears in square brackets at the end of the paragraph. If a whole paragraph or sub-paragraph has been deleted, the date of the deletion appears in square brackets beside the deleted paragraph or sub-paragraph.

Republic of Latvia

Cabinet

Regulation No. 255

Adopted 20 May 2014

**Regulations Regarding Distance Contracts**

*Issued pursuant to*

*Section 10, Paragraph two of the Consumer Rights Protection Law*

**I. General Provisions**

1. The Regulation prescribes the content of the information to be provided prior to entering into a distance contract and to be included in a distance contract, the procedures for providing it, the requirements for the provision of information for online marketplaces, the time limits and procedures for exercising the right of withdrawal, the rights and obligations of a consumer and trader or service provider in case of exercising the right of withdrawal, and also the sample withdrawal form and exceptions in relation to exercising the right of withdrawal.

[*22 February 2022 / The new wording of the Paragraph shall come into force on 28 May 2022. See Paragraph 3 of Amendments*]

2. The Regulation shall not apply to:

2.1. contracts of package travel services;

2.2. contracts on the long-term use rights of holiday accommodations, long-term contracts on holiday services, resale contracts on long-term use rights of holiday accommodations, or exchange contracts on long-term use rights of holiday accommodations;

2.3. passenger transport services (except Paragraphs 12 and 13 of this Regulation);

2.4. contracts on delivering food products, beverages, or other goods intended for immediate household consumption, which the vendor often and regularly supplies to the consumer’s home, residence, or workplace;

2.5. contracts that have been entered into via automatic vending machines or automated points of sale;

2.6. contracts that have been entered into with electronic communications companies via a public payphone, on the usage of a public payphone, or contracts that have been entered into via one phone, Internet, or fax connection by the consumer;

2.7. financial services (services of credit institution, crediting (also consumer credit services), insurance, private pensions, investments, or payments);

2.8. contracts for the acquisition or transfer of rights to immovable property or it’s related rights;

2.9. contracts for the construction of new buildings or substantial rebuilding of existing buildings, and residential tenancy agreements;

2.10. contracts prepared by a notary, bailiff, or other person comparable to a public official;

2.11. gambling, drawing by lot, or lotteries within the meaning of the law On Gambling and Lotteries.

[*30 August 2016*]

2.1 The Paragraphs of this Regulation which govern the provision of services shall apply also to digital content which is not supplied on a tangible medium and provision of digital services, insofar as this Regulation does not provide otherwise.

[*22 February 2022*]

3. Contracts for the supply of water, gas or electricity, except when they are offered or put up for sale in a limited volume or set quantity, contracts for the district heating, as well as for digital content which is not supplied on a material medium shall be subject to regulations regarding services, insofar as this Regulation does not provide otherwise.

4. The conformity with this Regulation shall be supervised by the Consumer Rights Protection Centre.

**II. Provision of Information on Distance Contracts**

5. Before the consumer is bound by a distance contract, or any corresponding offer, the trader or service provider shall provide the consumer with the following information in a clear and comprehensible manner:

5.1. the main characteristics of the goods or service to such an extent that is applicable to the specific medium and to the goods or service;

5.2. the identity of the trader or service provider, e.g., the name of the trader or of the service provider;

5.3. the legal address, phone number, and electronic mail address of the trader or the service provider, and also other additional means of online communication which guarantee saving written communication (including date and time thereof) in a durable medium, and also information on the abovementioned additional means if the trader or service provider ensures such means. All abovementioned means of communication must ensure that a consumer can quickly and efficiently communicate with the trader or service provider. Where applicable, the identity and legal address of the person on behalf of which the trader or service provider is operating shall also be indicated;

5.4. the actual address of the trader or the service provider if it differs from the legal address and, if applicable, the actual address of the person on whose behalf the trader or the service provider is operating, to which the consumer may address complaints;

5.5. the final price of the goods or service, including taxes and fees. If due to the nature of the goods or services, the price cannot reasonably be calculated in advance, the method of calculation shall be provided;

5.5.1 where applicable, the information that the price is customised based on an automated decision;

5.6. delivery, shipping, postal, and other charges, if applicable. If the charges cannot reasonably be calculated in advance, the information shall be provided that such payments may occur;

5.7. for open-ended contracts or subscription contracts, the fee per billing period shall be provided. If under these contracts a fixed amount is paid, the total monthly fee shall be provided. If the total monthly fee cannot reasonably be calculated in advance, the method of its calculation shall be provided;

5.8. if applicable, the fee for using remote communication in order to enter into contract, if it is not calculated according to the basic rate;

5.9. payment terms, goods delivery or service provision terms, the deadline by which the trader or service provider shall deliver the goods or service provider shall provide the service, and the procedure of managing complaints, if applicable;

5.10. in the case of the right of withdrawal – information on the conditions for exercising the right of withdrawal, deadlines, and procedures, as well as the withdrawal form included in the Section B of the Annex to this Regulation;

5.11. where applicable, information that in case of exercising the right of withdrawal the consumer will have to bear the cost of returning the goods, and if the goods, by their nature, cannot normally be returned by post, information regarding amount of these costs;

5.12. if a consumer exercises the right of withdrawal after having sent to the trader or service provider the request in accordance with the Paragraph 18 of this Regulation – information that the consumer shall pay to the trader or service provider a reasonable fee in accordance with the Paragraph 23 of this Regulation;

5.13. if the right of withdrawal is not provided in accordance with the Paragraph 22 of this Regulation – information that the consumer may not exercise the right of withdrawal, or information about the conditions under which the consumer loses the right of withdrawal, if applicable;

5.14. reminder regarding legal rights of the consumer if the goods or service does not correspond to the contract terms;

5.15. information on warranty, after-sales support and services, and the conditions thereof, if applicable;

5.16. information on the code of best practice developed in accordance with the Unfair Commercial Practice Prohibition Law, and procedures for obtaining a copy thereof, if applicable;

5.17. the term of the contract, for fixed-time contracts, or the termination conditions of the contract, for open-ended contracts and for contracts that are extended automatically, if applicable;

5.18. the contractual minimum contract term, if applicable;

5.19. where applicable, information regarding the existence and the conditions of deposits or other financial guarantees to be paid or provided by the consumer at the request of the trader or service provider;

5.20. functionality of goods with digital elements, digital content and digital service, including applicable technical protection measures, where applicable;

5.21. where applicable, the information on the compatibility and interoperability of the goods with digital elements, the digital content and digital services if the trader or service provider is aware of it or can reasonably be expected to have been aware of it;

5.22. if applicable, information about settling out-of-court complaints and about compensation options, and procedures to access them.

[*30 August 2016; 22 February 2021 / The new wording of Sub-paragraphs 5.3, 5.20 and 5.21 and Sub-paragraph 5.5.1 shall come into force on 28 May 2022. See Paragraph 3 of Amendments*]

5.1 Before a consumer has undertaken the obligations of a distance contract or accepted the offer on an online marketplace, the trader or service provider shall provide the consumer with the following information clearly, comprehensibly and in a manner corresponding to distance communication means:

5.1 1. on a separate online interface section which is directly and easily accessible from the page where offers are placed – general information on the main parameters which determine ranging of goods or services, digital content or digital services provided to consumers in conformity with the search request by the consumer and relative significance of such parameters compared to other parameters;

5.1 2. whether the third person which offers a good or service, including digital service or digital content, shall be or shall not to be regarded as a trader or service provider within the meaning of the Consumer Rights Protection Law in conformity with the information provided by such third person to the service provider of the online marketplace;

5.1 3. if a third person which offers a good or service, including digital service or digital content is not to be regarded to be a trader or service provider within the meaning of the Consumer Rights Protection Law, it shall be indicated that the consumer right protection regulation will not be applicable to the contract entered into;

5.1 4. where applicable, shall indicate how the obligations arising from the contract are distributed between a third person which offers a good or service, including digital service or digital content and the service provider of the online marketplace without affecting the liability which is determined for the service provider of the online marketplace or third person in accordance with other laws and regulations.

[*22 February 2022 / Paragraph shall come into force on 28 May 2022. See Paragraph 3 of Amendments*]

6. If the trader or service provider sells goods or services at an auction, which a consumer attends or is given the possibility to attend in person (public auction), the information indicated in Sub-paragraphs 5.2, 5.3 and 5.4 of this Regulation may be replaced by the equivalent details for the auctioneer.

7. The trader or service provider is entitled to provide the information indicated in Sub-paragraphs 5.10, 5.11 and 5.12 of this Regulation according to the instructions included in Part A of Annex to this Regulation regarding right of withdrawal. The information shall be deemed delivered if the withdrawal form is filled out correctly.

8. The information referred to in Paragraph 5 of this Regulation is an integral part of the contract which may not be altered unless the contracting parties expressly agree otherwise.

9. The trader or service provider has a duty to prove that the consumer has been provided the information indicated in this Regulation.

10. If the trader or service provider has not provided the information indicated in Sub-paragraph 5.6 or 5.11 of this Regulation regarding additional charges or charges for returning goods, then the consumer does not have a duty to pay such charges or to cover such charges.

11. The trader or service provider shall provide the information indicated in Paragraph 5 of this Regulation in a way appropriate to the means of distance communication used in plain and intelligible language. In so far as that information is provided on a durable medium, it shall be legible.

12. If a distance contract to be concluded by electronic means places the consumer under an obligation to pay, the trader or service provider shall provide the information indicated in Sub-paragraphs 5.1, 5.5, 5.6, 5.7, 5.17 and 5.18 of this Regulation in a clear and prominent manner, and directly before the consumer places his or her order.

13. The trader or service provider shall ensure that the consumer, when placing his order, explicitly acknowledges that the order implies an obligation to pay. If placing an order entails activating a button or a similar function, the button or similar function shall be labelled in an easily legible manner only with the words “order with obligation to pay” or a corresponding unambiguous formulation indicating that placing the order entails an obligation to pay the trader. If the trader has not complied with this Paragraph, the consumer shall not be bound by the contract or order.

14. If a contract is concluded using a website, the trader or service provider shall indicate clearly and legibly at the latest at the beginning of the ordering process whether any delivery restrictions apply and which means of payment are accepted.

15. If the distance communication means to be used for entering into a contract has place or time restrictions for the provision of information, the trader or service provider shall, prior to entering into a contract, provide in the distance communication means the information specified in Sub-paragraphs 5.1, 5.2, 5.5, 5.6, 5.7 and 5.17 of this Regulation and also that specified in Sub-paragraph 5.10 of this Regulation in respect of the information on the provisions, time period and procedures for exercising the right of withdrawal. Other information indicated in Paragraph 5 of this Regulation, and also the withdrawal form referred to in Sub-paragraph 5.10 of this Regulation shall be provided by the trader or service provider in accordance with Paragraph 11 of this Regulation.

[*22 February 2022 / The new wording of the Paragraph shall come into force on 28 May 2022. See Paragraph 3 of Amendments*]

16. If the trader or service provider makes a telephone call to the consumer with a view to concluding a distance contract, they shall, in addition to the conditions referred to in Paragraph 15 of this Regulation and at the beginning of the conversation with the consumer, disclose their identity or the identity of the person on whose behalf that call is made, and the commercial purpose of the call.

17. The trader or service provider shall provide the consumer with the confirmation of the contract concluded, on a durable medium within a reasonable time after the conclusion of the contract, and at the latest at the time of the delivery of the goods or before the performance of the service begins, and that confirmation shall include:

17.1. the information indicated in Paragraph 5 of this Regulation unless the trader or service provider has already provided that information to the consumer on a durable medium prior to the conclusion of the distance contract;

17.2. where applicable, the confirmation of the consumer’s prior express consent and acknowledgement in accordance with Sub-paragraph 22.13 of this Regulation.

18. If the contract provides that the consumer has the obligation to pay for the service and the consumer has informed the service provider of his or her wish to receive service during the term of the right of withdrawal referred to in Paragraph 19 of this Regulation, the service provider shall require the consumer to make an express request and request the acknowledgement from the consumer that he or she will lose his or her right of withdrawal from the day when the contract for the provision of the service will be fully fulfilled.

[*22 February 2022 / The new wording of the Paragraph shall come into force on 28 May 2022. See Paragraph 3 of Amendments*]

**III. Exercising the Right of Withdrawal**

19. Except the cases indicated in Paragraph 22 of this Regulation, the consumer may exercise the right of withdrawal and to unilaterally withdraw from the contract within 14 days, covering the costs referred to in Section 12, Paragraphs seven, nine and eleven of the Consumer Rights Protection Law, as well as in Paragraph 23 of this Regulation. This term is applicable in cases when the trader or service provider has fulfilled the requirements referred to in the Sub-paragraph 5.10 of this Regulation. The period for executing the right of withdrawal is calculated as follows:

19.1. if a service is provided – from the day of the conclusion of the contract;

19.2. if goods are purchased – from the day when the consumer or a third party, other than the carrier and as indicated by the consumer, has obtained possession of the goods;

19.3. if a consumer in one order has ordered several goods which are supplied separately – from the day when the consumer or a third party, other than the carrier and as indicated by the consumer, has obtained possession of the last goods;

19.4. if goods are delivered which consist of several lots or parts – from the day when the consumer or a third party, other than the carrier and as indicated by the consumer, has obtained possession of the last lot or part of the goods;

19.5. for contracts for periodic goods delivery – from the day when the consumer or a third party, other than the carrier and as indicated by the consumer, has obtained possession of the first goods.

19.1 If the subject-matter of the contract is both the selling of the goods and provision of services, the period for right of withdrawal shall be calculated in accordance with Sub-paragraph 19.2, 19.3, 19.4, or 19.5 of this Regulation.

[*30 August 2016*]

20. If the trader or service provider has not provided the information referred to in the Sub-paragraph 5.10 of this Regulation to the consumer, the consumer is entitled to exercise the right of withdrawal and to unilaterally withdraw from the contract within one year from the day referred to in Sub-paragraphs 19.1, 19.2, 19.3, 19.4, and 19.5 of this Regulation.

[*30 August 2016*]

21. If the trader or service provider has provided the consumer with the information indicated in Sub-paragraph 5.10 of this Regulation within one year from the day referred to in Sub-paragraphs 19.1, 19.2, 19.3, 19.4 and 19.5 of this Regulation, the consumer is entitled to exercise the right of withdrawal and to unilaterally withdraw from the contract within 14 days from the day when the consumer receives such information.

22. The consumer may not exercise the right of withdrawal if:

22.1. the service provision which was commenced before the expiry of the right of withdrawal has been completed if the consumer has expressly consented and confirmed that he or she would lose the right of withdrawal starting from the day the contract on service provision is completed. This provision shall not apply to the services as a result of which movable tangible property is produced. The service provider has an obligation to obtain the consumer’s acknowledgement and express consent only in respect of those contracts in accordance with which the consumer has an obligation to pay;

22.2. the price of a good or service depends on fluctuations in the financial market which the trader or the service provider cannot control and which may occur during the right of withdrawal period;

22.3. the goods are made to the consumer’s specifications or are clearly personalised;

22.4. the goods are liable to deteriorate or expire rapidly;

22.5. the consumer has unsealed the packaging for goods which are not suitable for return due to health protection or hygiene reasons;

22.6. the goods are, after delivery, according to their nature, inseparably mixed with other items;

22.7. the contract has been concluded for the supply of alcoholic beverages the price of which has been agreed upon at the time of the conclusion of the contract if the delivery can only take place after 30 days and the actual value is dependent on fluctuations in the market which cannot be controlled by the trader;

22.8. the consumer has specifically requested a visit from the trader or service provider for the purpose of carrying out urgent repairs or maintenance. If the trader or the service provider, when arriving to the consumer premises, provides additional services or delivers goods that are not the spare parts required for carrying out the repairs or maintenance tasks, the right of withdrawal shall apply also to these additional services or goods;

22.9. the consumer has opened sealed audio or sealed video recordings, or sealed software;

22.10. newspapers, periodicals or magazines are supplied with the exception of subscription contracts for the supply of such publications;

22.11. the contract has been concluded at a public auction;

22.12. the contract has been concluded for accommodation services (other than contracts for lease of residential premises), transport of goods, car rental services, catering or services related to leisure activities if the service provider undertakes to provide the service on a specific date or within a specific period;

22.13. the contract has been concluded for the supply of digital content which is not supplied on a material medium and supply of digital content which has been commenced with the consumer’s prior express consent to commence the service during the term of the right of withdrawal and acknowledgement that he or she has thereby lost his or her right of withdrawal, and the service provider has provided the confirmation referred to in Paragraph 17 of this Regulation. The service provider has an obligation to obtain the consumer’s acknowledgement and express consent only in respect of those contracts in accordance with which the consumer has an obligation to pay.

[*30 August 2016; 22 February 2022 / The new wording of Sub-paragraphs 22.1 and 22.13 shall come into force on 28 May 2022. See Paragraph 3 of Amendments*]

23. If the consumer exercises the right of withdrawal after he has submitted a request to the service provider in accordance with Paragraph 18 of this Regulation, the consumer shall pay the service provider an amount which is proportionate to the fulfilled part of the contract against the full commitments of the contract at the moment when the consumer informs the service provider of exercising the right of withdrawal. This amount is calculated based on the final contractual price. If the final price is excessive, then the amount payable by the consumer shall be calculated based on the market value of the contract’s completed part.

24. The consumer shall not cover the costs for a service fully or partly provided during the term of the right of withdrawal if:

24.1. the trader or service provider has not provided the information indicated in Sub-paragraph 5.10 or 5.12 of this Regulation;

24.2. the consumer has not made a request in accordance with Paragraph 18 of this Regulation.

25. The consumer shall not cover the costs for digital content fully or partly supplied during the term of the right of withdrawal, except for the digital content supplied on a material medium, if:

25.1. the consumer has not expressly agreed to commencing the supply of digital content prior to expiry of the term referred to in Paragraph 19 of this Regulation;

25.2. the consumer has not confirmed that by giving consent to commencing the supply of digital content, the consumer loses the right of withdrawal;

25.3. the service provider has not provided the confirmation referred to in Paragraph 17 of this Regulation.

**IV. Closing Provisions**

26. Cabinet Regulation No. 207 of 28 May 2002, Regulations Regarding Distance Contracts (*Latvijas Vēstnesis*, 2002, No. 81), is repealed.

27. The Regulation shall come into force on 13 June 2014 and shall apply to contracts concluded after the day of coming into force of this Regulation.

**Informative Reference to the European Union Directives**

[*22 February 2022 / The new wording of the reference shall come into force on 28 May 2022. See Paragraph 3 of Amendments*]

The Regulation contains legal norms arising from:

1) Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council;

2) Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council as regards the better enforcement and modernisation of Union consumer protection rules (Text with EEA relevance).

Prime Minister Laimdota Straujuma

Minister for Economics Vjačeslavs Dombrovskis

**Annex**

Cabinet Regulation No. 255

20 May 2014

**Information on Exercising the Right of Withdrawal**

[*22 February 2022 / Amendments to Annex shall come into force on 28 May 2022. See Paragraph 3 of Amendments*]

**A. Instructions on Withdrawal (sample)**

**Right of Withdrawal**

You are entitled to withdraw from this contract within 14 days without giving any reason for doing so.

The withdrawal period will expire after 14 days from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_1.

To exercise the right of withdrawal, you must inform us \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2 of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). Optionally, you may use the attached sample withdrawal form.3

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

**Effects of Withdrawal**

If you withdraw from this contract, we shall return all payments received from you, including delivery costs (except for the additional costs incurred due to the fact that you have chosen a mode of delivery which is not our proposed least expensive standard delivery mode), without undue delay, and in any case no later than within 14 days from the day when we were made aware of your decision to withdraw from the contract. Refunding will be done using the same payment instrument that you used for the original transaction, unless you have clearly agreed otherwise. In any case, you will not be charged any fee in connection with any such refunding.4

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**Explanation for the Trader or the Service Provider for Filling in Section A**

1 In the blank column at the 1st reference, please include one of the following:

1) in the case of service contracts, “the day of the conclusion of the contract”;

2) in the case of sales contracts, “the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the goods”;

3) in the case of multiple goods ordered by the consumer in one order and delivered separately, “the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the last goods”;

4) in the case of delivery of goods consisting of multiple lots or pieces, “the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the last lot or piece”;

5) in the case of contracts for regular delivery of goods during defined period of time, “the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the first goods”.

2 In the blank column at the 2nd reference, indicate your name, legal address, phone number, and e-mail.

3 If you give the option to the consumer to electronically fill in and submit information about his withdrawal from the contract on your website, insert the following: “You can also electronically fill in and submit the sample withdrawal form or any other unequivocal statement on our website [insert Internet address]. If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by e-mail) without delay.”

4 In the case of sales contracts in which you have not offered to collect the goods in the event of withdrawal insert the following: “We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.”

5 If the consumer has received goods in connection with the contract, in the blank column at the 5th reference:

1) insert:

a) “We will collect the goods”, or

b) “You shall send back the goods or hand them over to us or … [insert the name and geographical address, where applicable, of the person authorised by you to receive the goods], without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired”;

2) insert:

a) “We will bear the cost of returning the goods”, or

b) “You will have to bear the direct cost of returning the goods” or

c) if, in a distance contract, you do not offer to bear the cost of returning the goods and the goods, by their nature, cannot normally be returned by post: “You will have to bear the direct cost of returning the goods, EUR … [insert the amount]”, or if the cost of returning the goods cannot reasonably be calculated in advance: “You will have to bear the direct cost of returning the goods. The cost is estimated at a maximum of approximately EUR … [insert the amount]”;

3) insert: “You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods”.

6 In the case of a contract for the provision of services, in the empty column at the 6th reference, include the following: “If you have requested the commencement of the provision of services or the supply of water/gas/electricity/district heating [delete what is not applicable] during the withdrawal period, you will pay the service provider a reasonable amount which is proportionate to the fulfilled part of the contract against the full commitments of the contract until the moment when you notified us of the withdrawal from this contract.”

**B. Withdrawal Form (sample)**

Complete and return this form only if you wish to withdraw from the contract.

Addressee [here the name, actual address and e-mail address of the trader or service provider shall be indicated by the trader or service provider]

I/we hereby give notice that I/we withdraw from my/our contract of sale of the following goods/for the provision of the following service [delete what is not applicable]

Ordered on/received on [delete what is not applicable]

Name(s) and surname(s) of consumer(s)

Address of consumer(s)

Signature(s) of consumer(s) [only if this form is notified on paper]

Date

Minister for Economics Vjačeslavs Dombrovskis