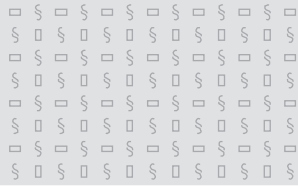




MASARYK UNIVERSITY
FACULTY OF LAW

Consumer protection

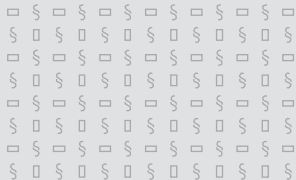
Markéta Selucká



EU and protection of consumers

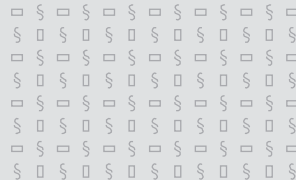
- Protection of consumers' health and safety
- Protection of consumers' economic interests
- Protection of consumers' legal interests
- Measures implemented following the COVID-19 outbreak

- <https://www.europarl.europa.eu/factsheets/en/sheet/47/opatreni-na-ochranu-spotrebitele>



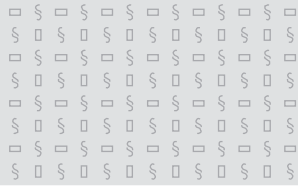
Consumer





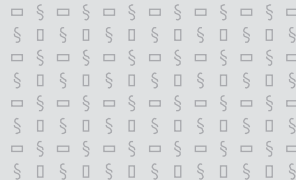
Consumer - Entrepreneur

- Natural person (human)
- C-541 a 524/99 Cape Snc v. Idealservice Srl (C-541/99) and Idealservice MN RE Sas v. OMAI Srl (C-542/99)
- Legal person
 - 90/314/EHS Bundesgerichtshof (DE) 16.04.2002, X ZR 17/01
 - C-464/01 Johann Gruber v. Bay Wa AG
 - C-361/89 Patrice Di Pinto; [Cour de Cassation (FR) 26. May. 1993 N° de pourvoi: 92-85285 France v. Patrice di Pinto]
 - non-professional: Cour de Cassation (FR) 15. Mar. 2005 N° de pourvoi : 02-13285 Syndicat départemental de contrôle laitier de la Mayenne



Consumer in the Czech civil law

- Art. 419 Czech Civil Code
- A consumer is any individual who, outside his trade, business or profession, enters into a contract or has other dealings with an entrepreneur.



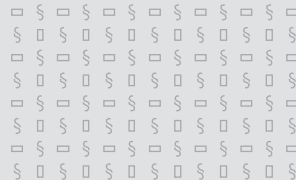
Entrepreneur

- Art. 420 Czech civil code
- A person who, on his own account and responsibility, independently carries out a gainful activity in the form of a trade or in a similar manner with the intention to do so consistently for profit is considered, with regard to this activity, to be an entrepreneur.
- For the purposes of consumer protection and for the purposes of Section 1963, any person who enters into contracts related to his own commercial, production or similar activities, or within his trade, business or profession, or a person acting in the name or on the account of an entrepreneur is considered to be an entrepreneur.



The general pre-contractual information duty

- Art. 1811/1 Czech civil code
- All of an entrepreneur's communications with a consumer must be made **clearly and understandably** in the language in which the contract is concluded.



Unfair condition in consumer contract

- Art. 1813 Czech civil code
- Stipulations which establish, contrary to the requirement of **proportionality**, a significant imbalance in the rights or duties of the parties to the detriment of the consumer are presumed **to be prohibited**. This does not apply to stipulations on a subject of performance or price if they are provided to the consumer clearly and understandably.
- Art. 1815 CCC
- Disproportionate stipulations are disregarded unless invoked by the consumer.



Directives which protects consumer

- the Consumer Rights Directive (2011/83/EU)
- Directive 2002/65/EC
- Directive 1999/44/EC
- Directive 2005/29/EC
- Directive 2006/114/EC
- Directive 1999/34/EEC
- Directive 98/6/EC
- Directive 2008/48/EC
- Directive (EU) 2015/2302
- Directive 2012/27/EU