

Topic: Subscription Agreements
Area: Service Sector

Subscription Agreements (Electricity, Water, Natural Gas, Telephone, GSM, Periodical Subscriptions, Sports Club Memberships, Health Club Membership)

Subscription agreements in the Law No. 6502 on the Protection of Consumers are expressed as contracts enables the consumer to obtain a particular product or service continuously or at regular intervals.

What Are The New Regulations In Subscriptions For Consumer Protection in the Law No. 6502?

a. Consumer has the right to terminate the Subscription Agreement;

- at any time if the duration covers an indefinite term or specific term longer than one year.

- with duration of less than one year fixed-term contract in the event of a change in vendor or provider

b. Any compensation cannot be claimed from the consumer even benefited from the subscription if subscription termination request is not met within the period.

c. The seller or provider does not determine a method that contains more severe conditions that enable the establishment of the Subscription Agreement for the termination of the Agreement.

How will be the Termination Of The Subscription Contracts and What Are Liabilities in the Law No. 6502?

Consumers who are party to any Subscription Agreement may unilaterally terminate the subscriptions by providing written notification to the vendor.

The seller is obliged to fulfill the consumer's subscription termination request at the latest within seven days from the date of receipt of the written notification.

From the date of receipt of the written notification of the termination of the subscription to the seller:

a. Shall take effect after fifteen days for daily publications.

b. Shall enter into force after a month for weekly publications.

c. Shall enter into force after 3 months for monthly publications.

d. In the longer term publications will be put into effect the aftermath of the first publication after the notification

The seller shall be responsible to refund to the consumer remaining portion of the subscriber fee without any deduction within fifteen days.

What Are The Complaints regarding the Subscription Agreements?

Generally complaints in relation to the Subscription Agreements are made as follows: quality of service, not to terminate the contract by the consumer's request, the unfair conditions to be

included in the agreements, the charge to be made in higher amounts than it should be, lack of transparency about the fees that will be taken in exchange for a given service

What Should Be Done In Case Of Dispute regarding the Subscription Agreements?

In case of dispute in relation to the subscription agreement, the consumer can apply to the Consumer Arbitration Committees or Consumer Courts according to the legal monetary limit (The upper monetary limit for Consumer Arbitration Committees in 2016; 3.480 TL for Provincial Consumer Arbitration Committees, TL 2.320 for District Consumer Arbitration Committees)

The Verdict Of The Court Regarding the GSM Tariff Change

The terms of the tariff cannot be changed to the detriment of the consumer without negotiating based on the provisions of the contract signed between the parties. Therefore, the tariff change cannot be made narrowing the possibilities of use previously given. (**Istanbul 2. Consumer Court No of Verdict:2011/1083 Date of Verdict:24/11/2011**)

Subscription Agreements

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Attuazione della direttiva 2011/83/UE sui diritti dei consumatori, recante modifica delle direttive 93/13/CEE e 1999/44/CE

- Both for the traditional contracts and for those to distance it will be obligatory to furnish a series of preliminary information to the signature of the contract to the consumer; must be defined characteristics of the goods or the services, the identity of the professional, address and telephone number the comprehensive total price of the goods of the taxes;
- In the contracts to distance the seller must also inform the interlocutor of the cost of the use of the mean of communication that will be used;
- Obligatory to furnish all the information to the consumer in clear way.

Art.51 paragraphs 6 of the Code of the Consumption reformed by the D.lgs 21/2014 - it allows to specify that the verbal telephone order to result in the constitution of a binding contract among the parts asks for the respect of these two following passages:

- what the seller confirms the offer to the consumer;
- that the buyer confirms in turn the received offer;
- These confirmations can be made in one of the followings three alternative ways:
- 1) After the phone call through the dispatch of an offer written to the I deliver some buyer. It will be necessary in this case the restitution of the document signed for acceptance by the buyer;
- 2)after the phone call through a following communication written of the buyer that in answer to a communication written of the seller it expressly confirms to want to accept the offer telephonely received;
- 3)at the end of the phoned of sale but before the communication is closed through the recording of the confirmation (but only in the case in which the consumer has expressed consent to furnish confirmation to accept the offer through recording of the phone call). In this case it is essential that the recording has made by the consumer.