

Summary

The agreements concluded by means of distant communication (“*distance contracts*”) are one of the two types of Consumer Agreements explicitly defined by the Civil Code (the other type being agreements concluded outside usual business premises, “*door-to-door contracts*”).

Consumer Agreements are not a stand-alone contractual type, but merely a specific term for those traditional contractual types (e.g. purchase agreement, agreement for work) concluded between a consumer and a supplier. For the purposes of Consumer Agreements, the supplier is defined as a person acting in the framework of his trade or other business activity, while the consumer is on the contrary a person who doesn’t act in the framework of his trade or other business activity.

It was the need to establish the higher standard of protection towards consumers (as a weaker contractual party) that led to the introduction of the new instrument of Consumer Agreements into the legal framework. The introduction took place through the Act No. 367/2000 Coll., which implemented into the Czech law three EC directives, namely the Council Directive 93/13/EEC on unfair terms in consumer contracts, the Council Directive 85/577/EEC to protect the consumer in respect of contracts negotiated away from business premises, and finally the Directive of the European Parliament and of the Council 97/7/EC on the protection of consumers in respect of distance contracts.

Distance contracts are those Consumer Agreements concluded by means of distant communication devices, i.e. without the necessity of a simultaneous physical attendance of the contracting parties. The distance criterion must apply not only to the agreement itself, but also to the whole process preceding its conclusion. The contracting parties therefore never encounter each other in person (in such instance the classification of distance contract would not apply).

Certain peculiarities are, with regard to the need of broader protection of the consumer, typical for distance contracts in comparison to conventional ones. Those are in particular supplier’s obligation to sufficiently inform the consumer and consumer’s right of withdrawal from the agreement in certain term, even without providing a reason. Furthermore the distance contract terms must not deviate from the legal provisions to the detriment of the

consumer and the consumer cannot waive his rights given to him by the law or otherwise worsen his contractual position, as any such term would be considered invalid.

It is apparent from the abovementioned facts that the purpose of introducing the Consumer Agreements legislation is to protect the consumer. This especially applies to distance contracts in order to minimize the factual disparity between the parties in the contracting process. In effect, the consumer is given certain standard of protection even if he shows no interest for it.