

This is an English translation.

The original Icelandic text, as published in the Law Gazette (Stjórnartíðindi), is the authoritative text. Should there be discrepancy between this translation and the authoritative text, the latter prevails.

Act on Door-to-Door Sales and Distance Contracts

2000 No. 46 16 May

Chapter I Scope and Definitions

Article 1 Scope

This Act applies to contracts for the sale or lease of goods and services to consumers when a vendor engages in selling or providing services by distance sales (distance contracts) or door-to-door selling (door-to-door sale contracts) in a professional capacity, subject to the provisions of Articles 3 and 4 on contracts exempted from the provisions hereof.

A consumer may not waive the rights conferred on him by this Act.

Article 2 Definitions

1. A consumer in this Act is a natural person who is a buyer in a transaction covered by this Act for purposes unrelated to his profession.
2. A vendor is a natural or legal person who, for the transaction in question, acts in his professional capacity and enters into contracts with consumers, as well as anyone acting in the name of or on behalf of the vendor in a professional capacity.
3. Door-to-door selling is the sale of goods or services organised by a vendor away from his fixed business premises, e.g. in the home of the consumer or his place of work, when the consumer has neither requested nor was aware that the delivery of goods or services was a part of the sales or service operation of the vendor, as well as any other type of itinerant sales.
4. Door-to-door sale contract is contract between a vendor and a consumer on the purchase of goods and services concluded in the course of door-to-door selling.
5. Means of distance communication is any means which

can be used for the conclusion of a contract between a consumer and a vendor without a need for them to meet.

6. Distance selling is the organised sale of goods or services where one or more methods of distance communication are used for the conclusion of a contract.

7. A Distance contract is a contract between a vendor and a consumer on the purchase of goods or services concluded by a means of distance communication.

8. Telephone selling is distance selling where the consumer makes a contract or an offer (order) by telephone after receiving a telephone call from a vendor offering goods or services.

Article 3 Exemptions

The provisions of this Act do not apply to:

1. Contracts on the manufacture, construction or other rights concerning real estate. The Act does, however, apply to lease contracts.

2. Contracts on the purchase of securities, insurance or other financial services.

3. Contracts on participation in the right of use of holiday

premises.

4. Sales from automatic vending machines.

5. Contracts on the use of public payphones.

6. Auctions of new and second-hand goods, provided that such auctions are public and that a large number of the participants in the auction are present at the place of auction.

Article 4 Further Exemptions Regarding Door-to-Door Selling.

In addition to the above, the provisions of this Act do not apply to the following door-to-door sale contracts:

1. Contracts of a value of ISK 4,000 or less, but never higher than the equivalent of EUR 60, based on the official exchange rate as posted at any time.

2. Contracts presupposing continuity of contact between the consumer and the vendor's agent in relation to on-going transactions or other subsequent transactions.

3. Contracts on the regular delivery of foodstuffs, beverages or other goods for use in the household.

Notwithstanding the provisions of Item 1 of Article 3, the

provisions on door-to-door sales contracts apply to contracts on the provision of goods and their incorporation in immovable property.

Chapter II The Vendor's Obligation to Provide Information

Article 5 Vendor's Obligation to Provide Information

The consumer is entitled to the following information within a reasonable time before a contract covered by this Act is made:

1. The name and address of the vendor.
2. The principal characteristics of the goods or services covered by the contract.
3. The price of the goods or services, including all public levies, as well as the cost of delivery, if applicable.
4. Arrangements for payment, delivery and time of delivery.
5. Right to withdraw from the contract, subject to the provisions of Article 10.
6. The cost of using a means of distance communication which is calculated in another manner than as a basic rate.
7. The period of validity of the offer and the offer price.