Commission Implementing Regulation (EU) 2019/2243 of 17 Decembre 2019 establishing a template for the contract summary to be used by providers of publicly available electronic communications services pursuant to Directive (EU) 2018/1972 of the European Parliament and of the Council (Text with EEA relevance)

COMMISSION IMPLEMENTING REGULATION (EU) 2019/2243

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(Text with EEA relevance)

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code[(1)], and in particular Article 102(3) thereof,

Whereas:

(1) In order to identify the main elements of the contract summary that the providers of publicly available electronic communications services are to provide the consumers, microenterprises, small enterprises and not-for-profit organisations pursuant to Article 102(1) and (2) of Directive (EU) 2018/1972, a template laying down the main elements of the contract summary should be established. The contract summary should be easy to read, understand and compare, with a common structure and format.

(2) The contract summary information, whether printed or available electronically, is to comply with the relevant accessibility requirements of Union law harmonising accessibility requirements for products and services provided for by Directive (EU) 2019/882 of the European Parliament and the Council[(2)].

(3) The contract summary is to comply with the obligations stemming from consumer protection legislation such as Council Directive 93/13/EEC[(3)], Directive 2005/29/EC of the European Parliament and of the Council[(4)] and Directive 2011/83/EU of the European Parliament and of the Council[(5)]. It is also to comply with the rights and obligations stemming from the legislation on the protection of personal data, such as Regulation (EU) 2016/679 of the European Parliament and of the Council[(6)].

(4) In order to facilitate easy readability, the contract summary should not, unless duly justified, exceed the equivalent of one single-sided A4 page when printed with an easily readable font. For bundled services it should not exceed three single-sided A4 pages when printed with an easily readable font. A longer length could be justified, for example, for reasons of accessibility for consumers with disabilities. In order to

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ensure comparability between electronic communications service offers, the layout of the contract summary should include clearly distinguishable headings under which the different elements should be grouped. To facilitate understanding and a swift identification of important information by the consumers, the relevant elements under each heading should be described in short sentences. For reasons of readability and printability, sufficient margins should be left between the edges and the text of the contract summary.

(5) The easy readability of a font depends on various factors, and includes the relation between viewing distance, the character height and whether the font size is easily enlarged when provided electronically. Where read from a close distance, a font size of at least 10 points is considered easily readable for many consumers. Headings should be clearly distinguishable from the text, for example by increased font size. Commonly used sans-serif fonts could be used to improve readability. Easy readability should also be ensured by using sufficient contrast, following state of the art practices, between the font and the background, especially when using colours.

(6) Where the contract summary should normally be presented using a font size of at least 10 points, electronic devices or channels used for the sale of electronic communications services, such as prepaid services primarily sold at retailers, could require scaling down of the contract summary where justified, for example in order to fit the packaging or the device. Prepaid services are sometimes sold in packaging with dimensions that would render the provision of the 10 points font size impracticable.

(7) The required information should be provided directly in the summary and not by reference to other sources of information, unless specifically provided in the instructions for completing the summary. The use of visuals, such as symbols, icons and graphics or the use of hyperlinks or pop-ups should not adversely affect easy readability and should not be intrusive so that it could distract the consumer's attention from the content of the summary. The content of the contract summary should focus on key information that the consumer needs to compare offers and to make an informed decision.

(8) Specialised language, technical jargon and acronyms should be avoided.

(9) Describing the services in a standardised manner is of high importance to consumers. The services included in the contract summary and the volumes included per billing period, where applicable, should be specified. The volumes should refer to the quantity of calls, messages and data included in the service, including the roaming fair use policy applied by the provider, where applicable. Calls should be measured by minutes or seconds in accordance with the provider’s pre-contractual information, messages should be measured by their number and data by megabytes or gigabytes, where relevant.

(10) The contract summary should provide information enabling consumers to contact their provider, especially in case of complaints. Relevant contact information may include, in addition to an e-mail address or telephone number, the possibility to use web forms or other types of direct contact.

(11) The electronic communications services should be clearly described and their main service features should be indicated. Where applicable, the type of equipment should be described..

(12) Point (d) of Article 4(1) of Regulation (EU) 2015/2120 of the European Parliament and of the Council[7] requires a contract which includes internet access services to provide also a clear and comprehensible explanation of the minimum, normally available, maximum and advertised download and upload speed in the case of fixed networks, or of the estimated maximum and advertised download and upload speed in the case of mobile networks. Point (f) of Article 102(3) of Directive (EU) 2018/1972 requires a summary of that information to be included in the contract summary. The contract summary should include the minimum, normally available and maximum download and upload speed of the internet access services in the case of fixed networks and of the estimated maximum download and upload speed of the internet access services in the case of mobile networks.

(13) Point (e) of Article 4(1) of Regulation (EU) 2015/2120 requires a contract which includes internet access services to provide a clear and comprehensible explanation of the remedies available to the consumer in accordance with national law in the event of discrepancy between the actual performance of the internet access and the performance indicated in the contract. Point (f) of Article 102(3) of Directive (EU) 2018/1972 requires a summary of that explanation to be included in the contract summary. The contract summary should include a summary of the remedies available to the consumer under national law if there is a discrepancy between the actual performance of the internet access regarding speed or other quality of service parameters and the performance indicated in the contract.

(14) Information on the price should include the applicable activation price, recurring and consumption-related charges such as the price per billing period and per month to allow for comparability, any discounts and, where applicable, the price of equipment. Where a promotional price applies, this should be clearly indicated, including the period that the discount is valid and the full price without the promotion. Information on tariffs not included in the recurring price can be extensive and it should be sufficient to indicate in the summary that this information is available separately as part of complete pre-contractual information, for example, by electronic means.

(15) The information on conditions for termination under the heading "Duration, renewal and termination" should refer to termination of the contract, including bundled offers, due to the end of the contract duration and to early termination, where applicable under Union and national law, including fees due on early termination and information on unlocking the terminal equipment.

(16) Where information on different products and services for end-users with disabilities is extensive and variable the contract summary may indicate that this detailed information is available separately, for example, by electronic means.

(17) Providers may include additional information required by Union or national law before a consumer is bound by a contract or any corresponding offer in the optional section on

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other relevant information. This could include for example, information on switching, security, handling of personal data, energy consumption or carbon generation. Where Member States exercise their freedom to maintain or introduce in their national law provisions related to aspects not covered by Article 102 of Directive (EU) 2018/1972, the relevant information could be included in this optional section by the providers.

(18) Pursuant to Article 123 of Directive (EU) 2018/1972 the Commission is to periodically review the application of this implementing Regulation, as part of the report on the application of Title III of Part III of that Directive.

(19) The Body of European Regulators for Electronic Communications was consulted.

(20) The measures provided for in this Regulation are in accordance with the opinion of the Communications Committee,

HAS ADOPTED THIS REGULATION:

Article 1

Template for the contract summary

Providers of publicly available electronic communications services other than transmission services used for the provision of machine-to-machine services shall use the template set out in Part A of the Annex, in accordance with the instructions set out in Part B of the Annex, when providing the contract summary.

Article 2

Presentation of content

1 The contract summary shall not, unless duly justified, exceed the equivalent of one single-sided A4 page when printed. Where services or services and terminal equipment, comprising at least an internet access service or a publicly available number-based interpersonal communications service, are bundled into a single contract, the contract summary shall not, unless duly justified, exceed the equivalent of three single-sided A4 pages when printed.

2 The information in the contract summary shall be presented in accordance with the order of headings set out in the Annex in portrait format. The font type used shall be such that the text is easily readable. The font size shall be at least 10 points. In duly justified circumstances the font size may be reduced; in such cases a possibility to enlarge the contract summary by electronic means or to receive the contract summary upon request with a font size of at least 10 points shall be provided.

3 The content of the contract summary shall be easily readable with sufficient contrast between font and background, especially when using colours. Visuals shall not overlay text.

4 The contract summary shall be drafted in language that is easily readable and understandable for consumers. The contract summary shall focus on key information that the consumer needs to compare offers and to make an informed decision.

5 Headings shall be clearly distinguishable from the text.

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Article 3

Entry into force and application

This Regulation shall enter into force on the twentieth day following that of its publication in the *Official Journal of the European Union*.

It shall apply from 21 December 2020.

This Regulation shall be binding in its entirety and directly applicable in all Member States.