

THE RIGHT OF WITHDRAWAL IN DISTANCE CONTRACTS UNDER THE LAW ON CONSUMER PROTECTION NO. 6502

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Abstract

Nowadays with the digital era most consumer contracts have been concluded via internet as the form of distance contracts and the behavioral habits of the consumers have been shifted correspondingly. Distance contracts are consumer contracts which are concluded without the simultaneous presence of the seller/the supplier and the consumer within the framework of a system where delivery and supply of the goods and the services are provided from a distance by using the distance communication means such as mail order, internet, telephone, fax etc. until and at the time when the contract is concluded. Consumers who are considered as the vulnerable party of the contract are exclusively worth protecting against the sellers/suppliers because in distance contracts they have no chance to see the physical presence of the products or the contracts are simply about some financial services. The amended Law on Consumer Protection numbered 6502 governs some important provisions within the framework of the notion, "consumer protection", in accordance with the behavioral changes of the consumers. Thus, the mandatory right of withdrawal of the consumers has appeared as one of the strongest and most effective tools to protect consumers in distance contracts. The mandatory right of withdrawal allows consumers to withdraw from the consumer contracts unilaterally by sending the product to the seller and taking back the amount paid without giving any reasons. The right of withdrawal aims at protecting the consumers who are considered as the vulnerable party of the consumer transactions. As a tool to protect the consumers, the right of withdrawal helps them to rethink the economical meaning and value of the contract concluded hastily and carelessly. Hence it is not contrary to the principle of *pacta sunt servanda* but it ensures the real freedom of contract of consumers. According to the new Law on Consumer Protection numbered 6502, the consumer has the right to withdraw from distance contracts within 14 days without giving any reasons even if the product is exactly what he/she ordered, perfectly working or suitable for normal use without any defect. Upon the exercise of the right of withdrawal, the consumer is obliged to send back the product and the seller/supplier is obliged to refund the total price including the original delivery price. To achieve the goal at which the consumer protection law aims, it is important for all consumers to know the legal aspects of the right of withdrawal and their rights in this regard. Therefore, this work aims at a global understanding of the nature of the right of withdrawal and the rights and obligations of both consumers and sellers/suppliers, as well. For this purpose, The EU Directive on Consumer Rights numbered 2011/83EU, The Law on Consumer Protection numbered 6502 and the new By-Law on Distance Contracts numbered 29188 and dated November 27 2014 which came into force on February 27 2015 are exclusively taken into consideration.

Keywords: consumer law, distance contracts, consumer protection, right of withdrawal