

Bijlage bij brief DGETM-TM /18034264 - Overzicht van de bepalingen over bundels in het Europees telecomkader

Voorstel voor een richtlijn van het Europees Parlement en de Raad tot vaststelling van het Europees wetboek voor elektronische communicatie		
Voorstel van de Europese Commissie¹ 12 oktober 2016 (COM(2016) 590)	Raad van de Europese Unie² 9 oktober 2017 (ST-12797/1/17 REV 1)	Verslag van het Europees Parlement³ 23 oktober 2017 (A8-0318/2017)
<p>Recital (252) Bundles comprising publicly available electronic communications services other than number-independent interpersonal communications services, and other services such as linear broadcasting, or goods such as devices, have become increasingly widespread and are an important element of competition. While they often bring about benefits for end-users, they can make switching more difficult or costly and raise risks of contractual "lock-in". Where divergent contractual rules on contract termination and switching apply to the different services, and to any contractual commitment regarding acquisition of products which form part of a bundle, consumers are effectively hampered in their rights under this Directive to switch to competitive offers for the entire bundle or parts of it. The provisions of this Directive regarding contracts, transparency, contract duration and termination and switching should, therefore, apply to all elements of a bundle, except to the extent that other rules applicable to the non-electronic communications elements of the bundle are more favourable to the consumer. Other contractual issues, such as the remedies applicable in the event of non-conformity with the contract, should be governed by the rules applicable to the respective element of the bundle, for instance by the rules of contracts for the sales of goods or for the supply of digital</p>	<p>Recital (252) Bundles comprising an internet access service or a number-based publicly available electronic communications services other than number-independent interpersonal communications services, and other services such as linear broadcasting, or devices terminal equipment sold by the same provider in the same or a closely related contract, have become increasingly widespread and are an important element of competition. While they often bring about benefits for end-users, they can make switching more difficult or costly and raise risks of contractual "lock-in". Where divergent contractual rules on contract termination and switching apply to the different services, and to any contractual commitment regarding acquisition of products which form part of a bundle, consumers are effectively hampered in their rights under this Directive to switch to competitive offers for the entire bundle or parts of it. The provisions of this Directive regarding contracts, transparency, contract duration and termination and switching should, therefore, apply to all elements of a bundle, except to the extent that other rules applicable to the non-electronic communications elements of the bundle are more favourable to the consumer. Other contractual issues, such as the remedies applicable in the event of non-conformity with the contract, should be governed by the rules</p>	<p>Recital (252) Bundles comprising at least publicly available electronic communications services other than number-independent interpersonal communications services, and other services such as linear broadcasting, or terminal equipment such as devices offered by the same provider and contracted jointly, have become increasingly widespread and are an important element of competition. A bundle for the purpose of this article is to be understood as consisting of an internet access service provided together with a number-based interpersonal communications services or of an internet access service and/or a number-based interpersonal communications service with different but complementary services with the exception of transmission services used for the provision of machine-to-machine services and/or terminal equipment provided by the same provider either i) under the same contract, or ii) under the same and subordinate contracts or iii) under the same and under linked contracts provided for a single combined price. While bundles often bring about benefits for consumers, they can make switching more difficult or costly and raise risks of contractual "lock-in". Where divergent contractual rules on contract termination and switching apply to the</p>

¹ <http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:52016PC0590&from=EN>

² <http://data.consilium.europa.eu/doc/document/ST-12797-2017-REV-1/en/pdf>

³ <http://www.europarl.europa.eu/sides/getDoc.do?pubRef=-//EP//TEXT+REPORT+A8-2017-0318+0+DOC+XML+V0//EN>

<p>content. For the same reasons consumers should not be locked in with a provider by means of a contractual de facto extension of the initial contract period.</p>	<p>applicable to the respective element of the bundle, for instance by the rules of contracts for the sales of goods or for the supply of digital content. For the same reasons consumers should not be locked in with a provider by means of a contractual de facto extension of the initial contract period.</p>	<p>different services, and to any contractual commitment regarding acquisition of products which form part of a bundle, consumers are effectively hampered in their rights under this Directive to switch to competitive offers for the entire bundle or parts of it. The provisions of this Directive regarding contracts, transparency, contract duration and termination and switching should, therefore, apply to all elements of a bundle, except to the extent that other rules applicable to the non-electronic communications elements of the bundle are more favourable to the consumer. Other contractual issues, such as the remedies applicable in the event of non-conformity with the contract, should be governed by the rules applicable to the respective element of the bundle, for instance by the rules of contracts for the sales of goods or for the supply of digital content. For the same reasons consumers should not be locked in with a provider by means of a contractual de facto extension of the contract period. Member States should retain the discretion to further legislative elements related to a bundle in cases where their nature implies different regulatory treatment, for example because those elements are addressed by other sector-specific regulation or in order to adapt to changes in market practices.</p>
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<p>Article 100 - Bundled offers</p> <p>1. If a bundle of services or a bundle of services and goods offered to an end-user comprises at least a publicly available electronic communications service other than number-independent interpersonal communications services, Articles 95, 96 (1), 98 and 99 (1) shall apply <i>mutatis mutandis</i> to all elements of the bundle except where the provisions applicable to another element of the bundle are more favourable to the end-user.</p> <p>2. Any subscription to additional services or goods provided or distributed by the same provider of publicly available electronic communications services other than number-independent interpersonal communications services shall not re-start the contract period of the initial contract unless the additional services or goods are offered at a special promotional price available only on the condition that the existing contract period is re-started.</p>	<p>Article 100 - Bundled offers</p> <p>1. If a bundle of services or a bundle of services and goods terminal equipment offered to an end user consumer, micro or small enterprises, or not-for-profit organisations comprises at least a publicly available electronic communications service other than number-independent interpersonal communications services an internet access service or number-based interpersonal communications service, Articles 95, 96 (1), 98 and 99 (1) and the information requirements listed in points (a) to (e) of Article 95(5) shall apply <i>mutatis mutandis</i> to all elements of the bundle except where the provisions applicable to another element of the bundle are more favourable to the end-user.</p> <p>2. Any subscription to additional services or goods terminal equipment provided or distributed by the same provider of an internet access service or number-based interpersonal communications service publicly available electronic communications services other than number independent interpersonal communications services shall not re-start the contract period extend the term of the initial contract unless the consumer, micro or small enterprise, or not-for-profit organisation has explicitly agreed otherwise when subscribing to the additional services or goods terminal equipment are offered at a special promotional price available only on the condition that the existing contract period is re-started.</p>	<p>Article 100 - Bundled offers</p> <p>1. If a bundle of services or a bundle of services and terminal equipment offered to a consumer comprises at least an internet access service or a publicly available number-based interpersonal communications services, Articles 95, 96 (1), 98 and 99 shall apply <i>mutatis mutandis</i> to all elements of the bundle except where the provisions applicable to another element of the bundle are more favourable to the consumer.</p> <p>2. Any subscription to additional services or terminal equipment provided or distributed by the same provider of internet access services or of publicly available number-based interpersonal communications services shall not extend the term of the contract unless the consumer expressly agrees otherwise when subscribing to the additional services or terminal equipment.</p> <p>2a. Providers of electronic communications services other than number independent interpersonal communications service shall give consumers the possibility to cancel or switch individual parts of the bundled contract, where this option is included in the contract.</p>
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