

## MODEL FORM 1

### MODEL INSTRUCTIONS ON WITHDRAWAL

#### Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day **[to complete – see point 1 of instructions on next page]**.

To exercise the right of withdrawal, you must inform us **[to complete – see point 2 of instructions on next page]** of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory. **[to complete if required – see point 3 of instructions on next page]**

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. **[to complete if required – see point 4 of instructions on next page]**

**[to complete if required – see point 5 of instructions on next page]**

**[to complete if required – see point 6 of instructions on next page]**

**INSTRUCTIONS FOR COMPLETION MODEL FORM**

**1) Insert one of the following texts between inverted commas:**

- a) in the case of a service contract or a contract for the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, of district heating or of digital content which is not supplied on a tangible medium: *'of the conclusion of the contract.'*;
- b) in the case of a sales contract: *'on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.'*;
- c) in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately: *'on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.'*;
- d) in the case of a contract relating to delivery of a good consisting of multiple lots or pieces: *'on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or piece.'*;
- e) in the case of a contract for regular delivery of goods during a defined period of time: *'on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good.'*

**2) Insert your name, geographical address and, where available, your telephone number, fax number and e-mail address.**

**3) If you give the option to the consumer to electronically fill in and submit information about his withdrawal from the contract on your website, insert the following:**

*'You can also electronically fill in and submit the model withdrawal form or any other unequivocal statement on our website [insert Internet address]. If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by e-mail) without delay.'*

**4) In the case of sales contracts in which you have not offered to collect the goods in the event of withdrawal insert the following:**

*'We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.'*

**5) If the consumer has received goods in connection with the contract:**

**a) insert:**

- *'We will collect the goods.'*; or,
- *'You shall send back the goods or hand them over to us or ... [insert the name and geographical address, where applicable, of the person authorised by you to receive the goods], without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.'*

**b) insert:**

- *'We will bear the cost of returning the goods.'*,

- *'You will have to bear the direct cost of returning the goods.'*
- If, in a distance contract, you do not offer to bear the cost of returning the goods and the goods, by their nature, cannot normally be returned by post: *'You will have to bear the direct cost of returning the goods, ... EUR [insert the amount].'*; or if the cost of returning the goods cannot reasonably be calculated in advance: *'You will have to bear the direct cost of returning the goods. The cost is estimated at a maximum of approximately ... EUR [insert the amount].'*; or
- If, in an off-premises contract, the goods, by their nature, cannot normally be returned by post and have been delivered to the consumer's home at the time of the conclusion of the contract: *'We will collect the goods at our own expense.'*;

**and,**

**c) insert:**

*'You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.'*

**6) In the case of a contract for the provision of services or the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, or of district heating, insert the following:**

*'If you requested to begin the performance of services or the supply of water/gas/electricity/district heating [delete where inapplicable] during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.'*