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Are there legal requirements for information to be submitted before and after a distance agreement is entered into?

Agent - 2023-02-15 - Legal

Yes, the Distance Contract Act, Lag (2005:59) om distansavtal och avtal utanför affärslokaler, means that information must be provided before an agreement is entered into. After the agreement has been concluded, certain information must be provided in a durable form, for example, on paper or in an e-mail.

The Distance Contract Act is applicable, for example, when agreements between two parties are concluded remotely, such as via the Internet. The Distance Contract Act only applies in relation to a consumer, which means that the law does not apply on the trader's information given to other traders.

The Distance Contract Act states, among other things, that the following information shall be provided in a clear and obvious manner before a distance agreement is concluded with a consumer (for a complete list of the information to be provided, we refer to the Distance Contract Act, Lag (2005:59) om distansavtal och avtal utanför affärslokaler).

- Information about the trader's name, organization number, telephone number, fax number, postal address, and e-mail address.
- The main characteristics of the product or service.
- The price, including taxes and fees. If the price cannot be stated in advance, information must be provided on how the price is calculated. If the agreement applies to a subscription or if it runs indefinitely, the costs per billing period and month must also be stated.
- Payment terms for the product or service.
- Information about the right of withdrawal (see below).
- Conditions for termination of the agreement.
- Duration of the agreement.
- Possibilities of having disputes with the trader tried out of court.

A confirmation of the conclusion of the contract indicating when the goods or services are being delivered shall be provided to the consumer in durable form, such as paper or e-mail (information only on the website is not sufficient) within a reasonable time after the contract has been concluded. This confirmation is usually called a receipt or order confirmation. The confirmation shall contain the information that is stated in the bulleted list above.

If there is no right of withdrawal, this must be stated in the confirmation.