

Full title of law or regulation	The Dutch Advertising Code NRC Oct 2017 edition. https://www.reclamecode.nl/bijlagen/SRCNRCENboekje_oktober2017.pdf
Title of relevant section	Section A, article 8.4
Invitation to purchase in relation to a distance or off premises contract	<ul style="list-style-type: none"> • If the invitation to purchase in advertising relates to a distance contract or off premises contract, instead of the abovementioned information, the following essential information must be provided in a clear and comprehensible manner: <ul style="list-style-type: none"> f) The main characteristics of the goods or services, to the extent appropriate to the medium and to the goods or services g) The identity of the advertiser, such as his trading name h) The geographical address at which the advertiser is established and the advertiser's telephone number, fax number and e-mail address, where available, and, where applicable, the geographical address and identity of the advertiser on whose behalf he is acting i) The total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated, as well as, where applicable, all additional freight, delivery or postal charges and any other costs or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable. In the case of a contract of indeterminate duration or a contract containing a subscription, the total price shall include the total costs per billing period. Where such contracts are charged at a fixed rate, the total price shall also mean the total monthly costs. Where the total costs cannot be reasonably calculated in advance, the manner in which the price is to be calculated shall be provided j) The cost of using the means of distance communication for the conclusion of the contract where that cost is calculated other than at the basic rate k) The arrangements for payment, delivery, performance, the time by which the trader undertakes to deliver the goods or to perform the services and, where applicable, the trader's complaint handling policy l) Where a right of withdrawal exists, the conditions, time limit and procedures for exercising that right in accordance with the law, as well as the model withdrawal form set out in annex i(b) of directive 2011/83/eu; m) The duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract; n) Where applicable, the minimum duration of the consumer's obligations under the contract
Additional requirements for invitation to purchase in connection with a distance contract	<ul style="list-style-type: none"> • If the invitation to purchase in advertising relates to a distance contract, in addition to the obligations in points f – n, the following obligations: <ul style="list-style-type: none"> o) The information provided for under f. - n. shall be made available to the consumer in a way appropriate to the means of distance communication used. In so far as that information is provided on a durable medium,¹ it shall be legible p) The consumer shall be made aware in a clear and prominent manner, and directly before the consumer places his order, of the information provided for under f., i., m. and n. q) The electronic ordering process shall be arranged in such a way that the consumer can only accept an offer after it has been made absolutely clear that the order implies an obligation to pay. If the acceptance is done by activating a button or a similar function, there is

¹ Art. 2(10) of the Consumer Rights Directive 2011/83/EU – 'durable medium' means any instrument which enables the consumer or the trader to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and

compliance with the previous sentence if when placing the order it is made clear in words that cannot be misunderstood and in an easily legible manner that the acceptance implies an obligation to pay towards the advertiser.

A button or similar function shall therefore be labelled in an easily legible manner with an unambiguous formulation from which it is made clear that placing the order entails an obligation to pay the advertiser. This can be done by the phrase 'order with obligation to pay' - *bestelling met betalingsverplichting*

- r) In case of a means of distance communication which allows limited space or time to display the information, the advertiser shall provide, on that particular means, prior to the conclusion of such a contract, at least the information regarding the main characteristics of the goods or services, the identity of the advertiser, the total price, the right of withdrawal, the duration of the contract and, if the contract is of indeterminate duration, the conditions for terminating the contract, as referred to under f., g., i., l. and m. The other information referred to under h., j., k. and n. shall be provided by the advertiser to the consumer in an appropriate way in accordance with what is stated above under o.
 - s) When using the phone with a view to concluding a distance contract with a consumer, the advertiser shall, at the beginning of the conversation, disclose his identity and, where applicable, the identity of the person on whose behalf he makes that call, and the commercial purpose of the call.
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