

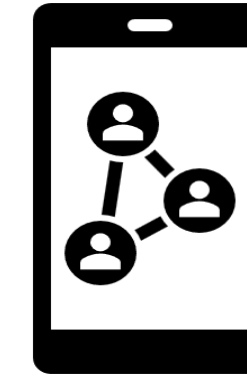
TERMINATION ISSUES OF BUNDLES IN DISPUTE RESOLUTION



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BERECWorkshop on End-Users rights , 09-04-2024

NOTION OF BUNDLE ACCORDING EECC



(1) Electronic communications services (ECS)*

2) ECS+ other than ECS

Services and (or) terminal equipment**


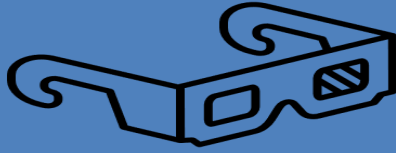
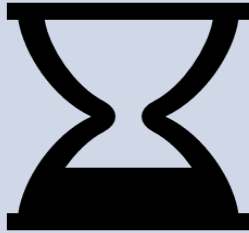
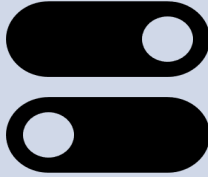
* At least internet access service or a publicly available number-based interpersonal communications service.

** equipment directly or indirectly connected to the interface of a public telecommunications network to send, process or receive information.

A bundle should be considered to exist in situations where the elements of the bundle are provided or sold by the same provider under the same or a closely related or linked contract

OTHER ARTICLES APPLICABLE TO ALL ELEMENTS OF BUNDLE



<p>Contract summary information</p> 	<p>Transparency</p> 
<p>Contract duration and termination</p> 	<p>Switching</p> 

CHALLENGES BEFORE EECC: COMPETENCE OR DISCRETION

Criteria: if ECS interrelated and terminal equipment related to ECS (discount ↔ commitment)

Multi-ECS contract

Right to terminate ECS agreement in full if provider breaches ECS which are necessary to provide other ECS or no possibility to provide separate ECS (2020)

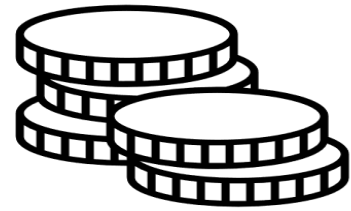
Mixed contract

Provision of ECS and purchase of terminal equipment + commitment to use services for certain period of time in return for discount – obligation to pay residual value upon termination irrespective of provider's fault (2020)

Purchase-sale contract

of terminal equipment – legal consequences not related to consumer's commitment to use ECS for a certain period of time – RRT not competent (2021)

CASES AFTER EECC IMPLEMENTATION (2023-2024)



Pro rata temporis value

- I) Irrespective of **changes** in the contractual **conditions** or **material** contract **violation** the end-user's obligation to compensate *pro rata temporis* value for retained terminal equipments persists.

- Discounts provided to terminal equipments are not awarded.

Remaining service fee

- II) In case where terminal equipment charges are not separately included in the contract – since compensation for retained terminal equipment claimed by provider was smaller than end-user's remaining part of the service fee = compensation is fair.

Terminal equipment acquired before the ECScontract was concluded (2024)

- Consumer contested provider's requirement to compensate discount provided to terminal equipment (phone);
- ECScontract was terminated after the end of the agreed contract period *but before the end* of term to pay for the phone;
- However provider specified that at the time of purchase of the phone parties were in a contractual relationship regarding the same phone number;
- Parties haven't clearly agreed on the consequences of installments for the phone in case of contract termination;
- Consumer has not expressly confirmed his consent to the extension of ECS contract period;
- **Conclusion** : provider is not entitled to claim discount granted to terminal equipment.





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