**Consumer Protection in Austria**

There is no uniform legal framework as regards consumer protection law in Austria.

The most important source of Austrian consumer protection law is the **Austrian Federal Act on Consumer Protection (*Konsumentenschutzgesetz*).**

The latter act contains non-sector-specific provisions protecting consumers’ interests, whereas sector-specific provisions of consumer protection law may be found in laws regulating certain business activities, e.g. the Austrian Federal Act on Payment Services (*Zahlungsdienstegesetz*) contains information obligations for traders, which are binding for them when dealing with consumers.

**■   The predominant general topics** covered by Austrian consumer protection law are **general contract law, damages, housing and tenancy law, financial services, unfair competition, telecommunications, utility services, legislation on the displaying of prices and product safety.**

Austrian consumer protection laws have to be observed especially when drafting general terms and conditions. The obligations to be complied with are very strict, when contracts between traders and consumers are not concluded in the traditional way, i.e. within the business premises of the trader. Implementing the latest directive on consumer rights (2011/83/EU), new Austrian legal provisions have been introduced, which foresee further obligations for traders when intending to conclude distance contracts and off-premises contracts with consumers.

The new Federal Act on **Distance Contracts and Off-Premises Contracts** (*Fern- und Auswärtsgeschäfte-Gesetz*) has brought about substantial changes for traders, which make it necessary to adapt existing general terms and conditions in order to being compliant with the new legal framework for consumer protection in Austria. **One of the most important changes is the extension of the withdrawal period for consumers from seven to 14 days.** This extension is enforced by a particular sanction: In case the trader does not provide adequate information for the consumer prior to the conclusion of a distance contract or an off-premises contract**, the withdrawal period is extended until such adequate information is provided (up to a maximum extension of the withdrawal period of 1 year).**

Enterprises that distribute their goods or services via catalogues or web shops have to **comply with further information obligations tailored** to the respective distribution channel used. Among other implications for businesses, these obligations make it necessary to redesign the layout of the web pages leading to the conclusion of contracts online.

Obtaining tailor-made legal advice when engaging in business with Austrian consumers is paramount as the body of case law on Austrian consumer protection law is ample and it is therefore a challenging task to draft legally compliant general terms and conditions. One has to take into account the special profile of the specific trader and the particularities of the business sector he is operative in. This aspect is further intensified by the fact that the Austrian consumer watchdog (*Verein für Konsumenteninformation* [i.e. association for consumer information]) is vigilant in monitoring compliance with the Austrian consumer protection laws and may bring legal actions against enterprises failing to comply with those laws. It may, in particular, instigate proceedings against traders using non-compliant general terms and conditions.

In such proceedings, the point of departure for an interpretation of a specific clause in general terms and conditions has to be the one that is most beneficial for consumers, which means that the threshold for violating consumer protection laws is very low. Furthermore, such unlawful clauses are to be considered as null and void in their entirety; even if they would contain elements which, examined separately, would be considered as lawful. Tailor-made legal advice can counterbalance these obvious disadvantages for traders. Beyond the examining of general terms and conditions by the Austrian consumer watchdog, also other traders may bring legal actions against their competitors’ unlawful general terms and conditions by having recourse to the provisions of the Austrian Federal Act on Unfair Competition (*Bundesgesetz gegen den unlauteren Wettbewerb*).