

## Informative Note

# Measures for the protection of consumers in contracts for the sale of goods and the provision of services approved by Royal Decree Law 11/2020

2nd April 2020

Regarding the 31st March Royal Decree-Law 11/2020 of, adopting additional urgent measures in the social and economic sphere to deal with COVID-19

[The 31st March Royal Decree Law 11 /2020](#) ("RDL 11/2020"), which adopts urgent complementary measures in the social and economic field to deal with COVID-19, which comes into force the day after its publication in the Official State Gazette on 1 April 2020, contains a series of measures that complement those already adopted previously by the executive and, specifically, those included in the [17th March Royal Decree Law 8/2020](#) ("RDL 8/2020"), some of which it changes dramatically.

The main measures affecting consumers in order to prevent them from thinking about the resolution of contracts for the sale of goods or the provision of services are detailed below.

### Right of consumers and users to terminate certain contracts without penalty

The measures adopted in the declaration of the state of alert on 14th March are preventing the correct execution of numerous contracts already concluded. In view of this situation and in order to try to provide consumers and users with mechanisms to guarantee their rights, Royal Decree Law 11/2020 provides for various measures aimed at protecting consumers in contracts for the sale of goods and the provision of services, whether or not they are successive contracts, as well as in contracts for package travel.

In that regard, the consumer is entitled to terminate within fourteen (14) days any contracts (including successive contracts) whose performance proves impossible. It is important to note that the power to terminate can only be exercised when a proposal to revise the contract is not reached that would restore the reciprocity of interests of the parties. In addition to the foregoing, Royal Decree Law 11/2020 provides that if within sixty (60) days, counting from the impossibility of performance, there is no agreement between the parties on a proposal for revision, it shall be understood that this is not possible and therefore, the entrepreneur must return the amounts paid by the consumer within a maximum period of fourteen (14) days.

In relation to contracts for the provision of successive services, the business may offer the consumer the recovery of the service a posteriori. If the consumer does not or cannot accept such a recovery, the entrepreneur shall either reimburse the amounts already paid by the consumer in proportion to the period during which it will not be possible to provide the service, or deduct the amounts already paid from future instalments, although the latter option must be accepted by the consumer. In any case, the business may not charge the consumer any new fees until the service can be provided, without this entailing termination of the contract, unless the parties have agreed otherwise.



Finally, express mention is made of package travel contracts. Well, in those cases where as a result of the COVID-19 this type of contract has been cancelled, the organizer may give a voucher to the consumer to use within one (1) year from the end of the state of alarm or any of its extensions. After the period of validity of the voucher without having been used, the consumer will be allowed to request a refund of any payment made.

Without prejudice to the above, in case the consumer requests the termination of the contract, the organizer must make the refund provided that the suppliers (included in the travel contract) have made a full refund of the amounts corresponding to their services to the organizer. If the suppliers have partially reimbursed the organizer, the consumer is entitled to a partial refund, with the amounts partially paid being deducted from the voucher issued for the termination of the contract. The organizer has a period of sixty (60) days from the date of termination of the contract or from the date on which the suppliers have reimbursed the consumer.

It is important to emphasize that for the time being these measures are only applicable to those contracts concluded between consumers, not being extended to contracts concluded between businesspeople.

We hope that these comments will be useful and, in any case, the tax team at **Andersen Tax & Legal**, is at your disposal to clarify any doubts you may have in this regard.

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