



TRANQUIL  
CITY

Tokat

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# Consumer Problems and Conscious Consumerism

EDUCATIONAL BOOKLET | TRAINING MODULE



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# Introduction

This booklet provides general information about consumer issues. Nowadays, many consumers are not fully aware of their rights, leading to certain losses. In Tokat, the goal is to minimize these losses by raising public awareness about consumer rights.

## LAW NO. 6502 ON THE PROTECTION OF CONSUMERS

The fundamental law regulating consumer rights in Turkey is Law No. 6502 on the Protection of Consumers. This law aims to protect consumers' economic interests, health, and safety, and to encourage conscious consumption.

The law came into effect on May 28, 2014, and covers transactions between final consumers who purchase goods and services and sellers or providers.

The rights granted to consumers under Law No. 6502 include:

- **Rights Against Defective Goods and Services:** If a consumer receives a defective product, they can request a refund, free repair, proportional discount, or replacement.
- **Right of Withdrawal:** In distance sales such as internet or phone purchases, consumers can cancel the contract within 14 days without any reason or penalty.
- **Instalment Sales and Prepaid Housing Sales:** Consumers must be clearly informed about obligations in instalment sales. Additional protections apply for prepaid housing sales (delivery times, withdrawal rights, etc.).
- **Door-to-Door Sales:** Consumers also have the right to withdraw within 14 days in door-to-door sales.



- **Consumer Protection in Financial Services:** Consumers must be clearly informed in sectors like banking and insurance.
- **Consumer Loans and Credit Cards:** Conditions for credit use must be clearly stated. Consumers can receive interest discounts for early repayment.

## CONSUMER ARBITRATION COMMITTEES

The Consumer Arbitration Committees Regulation governs the operation and application procedures of committees established under Law No. 6502 to resolve disputes arising from consumer transactions and practices.

### What are Consumer Arbitration Committees?

These are official bodies where consumers can apply to resolve disputes related to goods or services purchased. They operate under the Provincial Directorate of Commerce in provinces and the District Governorate in districts. Committees are chaired by the provincial commerce director or district governor and include representatives from municipalities, bar associations, tradesmen/merchants, and consumer organizations.

### Application Limit for 2025

From 2025 onwards, disputes under 149,000 TRY must be submitted to Consumer Arbitration Committees. Disputes above this amount must be taken directly to consumer courts.

### How to Apply?

#### Application Methods:

1. Via e-Government: Applications can be submitted electronically through the Consumer Information System (TÜBİS). This requires an e-Government password, mobile signature, electronic signature, Turkish ID card, or internet banking.
- Written Application: Application forms available on the Ministry of Trade website can be completed and submitted in person or by mail along with relevant documents to the consumer arbitration committee.

## **Application Contents**

- Applicant's full name, Turkish ID number, address, and contact details
- Representative's name, tax ID, and address (if any)
- Information of the party complained about
- Subject and demand of the dispute
- Value of the dispute (in Turkish Lira)
- Evidence documents, if any (invoice, contract, correspondence, etc.)

Note: Oral applications are not accepted.

## **Post-Application Process**

- Applications are decided within 6 months from the date of application at the latest.
- Committee decisions have the status of a court order under the Execution and Bankruptcy Law and can be enforced.
- Parties wishing to appeal can apply to the consumer court within 15 days from notification of the decision.

## **Application Fee**

Applications to Consumer Arbitration Committees are free of charge. Any costs incurred during the application process will be collected from the opposing party if the decision favors the consumer.

## **Information and Support**

For detailed information and support, you can call the Consumer Advisory Line at Alo 175 or visit the official website of the Ministry of Trade. Use these mechanisms effectively to protect your consumer rights.

## **REGULATIONS ISSUED UNDER LAW NO. 6502**

### **1) Regulation on Unfair Terms in Consumer Contracts**

Published in the Official Gazette on June 17, 2014, and entered into force. This regulation is prepared based on Articles 5 and 84 of Law No. 6502 on the Protection of Consumers.

### **Purpose and Scope of the Regulation:**

The purpose of the regulation is to establish the procedures and principles for detecting and supervising unfair terms included in contracts made with consumers. It covers all kinds of unfair terms in contracts concluded with consumers. The provisions of this regulation also apply, regardless of their nature, to contracts prepared by persons or entities conducting activities with permission granted by law or authorized authorities.

### **What is an Unfair Term?**

The regulation stipulates that for a contract term to be considered unfair, two fundamental elements must be present simultaneously:

1. The term is included in the contract without negotiation with the consumer,
2. The term causes an imbalance to the detriment of the consumer in a way that violates the principle of good faith regarding the rights and obligations of the parties arising from the contract.

Terms included in pre-prepared and standard contracts are considered not negotiated by the consumer. If the drafter claims that a term was individually negotiated, they bear the burden of proof.

### **Effect of Unfair Terms on the Contract:**

Unfair terms included in contracts concluded with consumers are absolutely invalid. However, the other provisions of the contract outside of the unfair terms remain valid. In such cases, the drafter cannot claim that they would not have concluded the contract with the other provisions if the unfair terms, which are deemed absolutely invalid, did not exist.

### **Supervision and Sanctions:**

The Ministry of Trade takes necessary measures to remove or prevent the use of unfair terms included in contracts prepared for general use. If the drafter does not remove the unfair terms from the contract text within the time given by the Ministry, an administrative fine is imposed for each contract where the violation is identified, in accordance with the relevant law.

### **Examples of Unfair Terms:**

The annex of the regulation lists some examples of unfair terms. These examples are not exhaustive but illustrative. Some of them are:

- *Terms that remove or limit the legal liability of the drafter in case of death, injury, or material damage to the consumer due to an act or omission of the drafter,*
- *Terms where the drafter commits to performance only under conditions determined solely by themselves, while the consumer is obliged to perform unconditionally,*
- *Terms requiring the consumer who fails to fulfil obligations to pay disproportionately high compensation.*

### **Conclusion:**

This regulation contains important provisions aimed at protecting consumers' rights and preventing imbalances in contracts. Consumers can exercise their legal rights against unfair terms they encounter in contracts and apply to the Ministry of Trade if necessary. For more information and detailed regulations, you can visit the official website of the Ministry of Trade.

## **2) Regulation on Instalment Sales Contracts:**

This regulation came into force on January 14, 2015, and was last updated on October 1, 2022. It was prepared based on Articles 21 and 84 of Law No. 6502 on the Protection of Consumers. The purpose is to regulate the procedures and principles related to instalment sales contracts.

### **Scope and Application Area:**

The regulation covers:

- *Instalment sales contracts concluded with consumers, and*
- *Financial leasing contracts where the consumer is obliged to acquire ownership of an asset at the end of the lease period.*

However, the provisions of this regulation do not apply to purchases made by credit card.

Form and Mandatory Elements of the Contract:

- *Instalment sales contracts must be drawn up in writing, and a copy of the contract must be provided to the consumer either on paper or via a durable data storage device. The contract must be prepared in a clear, simple, and readable manner, using at least 12-point font size and understandable language.*

### **Right of Withdrawal:**

The consumer has the right to withdraw from the instalment sales contract within 7 days from the date the goods are received, without providing any reason and without paying a penalty. The withdrawal notification must be made in writing or via a durable data storage device and communicated to the seller.

### **Early Payment and Default:**

- *Early Payment: The consumer may pay the total debt or one or more instalments before their due date. In this case, the seller or provider is obliged to reduce the interest and commission proportionally to the amount paid early.*
- *Default: If the consumer defaults on instalment payments, and if the seller or provider has reserved this right in the contract and fulfilled their obligations, they may demand full payment of the remaining debt if at least two consecutive instalments, constituting at least one-tenth of the contract price, or one instalment constituting at least one-quarter of the contract price, remain unpaid. However, to exercise this right, the consumer must be given a written notice of maturity with at least thirty days' notice.*

### **Issuance of Negotiable Instruments:**

If negotiable instruments representing the consumer's debt are issued in instalment sales contracts, these documents must include the phrase "based on an instalment sales contract." This provision aims to protect the consumer's rights.

### **3) Regulation on Consumer Credit Agreements:**

This regulation was published in the Official Gazette on May 22, 2015, and came into force on that date. It was prepared based on Articles 31 and 84 of Law No. 6502 on the Protection of Consumers. The purpose is to regulate the procedures and principles concerning consumer credit agreements.

### **Scope and Application Area:**

The regulation covers agreements where the creditor grants or commits to grant credit to the consumer through deferment of payment, loan, or similar financing methods in return for interest or similar benefits.

However, the following contracts are excluded from this regulation:

- *Housing finance contracts,*
- *Credit account agreements requiring repayment within thirty days,*
- *Non-cash credit contracts such as checks or letters of guarantee.*

### **Form and Mandatory Elements of the Contract:**

Consumer credit agreements must be in writing, and a copy of the contract must be given to the consumer either on paper or via a durable data storage device. The contract must be prepared in clear, simple, and readable language using at least 12-point font size.

Some mandatory elements that must be included in the contract are:

- *Type of credit,*
- *Contact information of the creditor and, if any, the credit intermediary,*
- *Total amount of credit and total fees to be charged to the consumer,*
- *Contractual interest rate and default interest rate,*
- *Legal consequences of defaulting on repayment,*
- *Consumer's right of withdrawal and right of early repayment,*
- *Collateral and insurance information related to the credit.*

### **Pre-Contract Information:**

The creditor is obliged to inform the consumer about the contract terms within a reasonable time before the consumer credit agreement is established. This information must be provided on paper or via a durable data storage device.

### **Right of Withdrawal and Early Payment:**

- *Right of Withdrawal: The consumer has the right to withdraw from the credit agreement within 14 days without giving any reason and without penalty.*
- *Early Payment: The consumer may pay the total debt or one or more instalments before their due date. In such cases, the creditor is obliged to reduce the interest and other costs proportionally to the early payment.*

### **Linked Credit and Default:**

**Linked Credit:** Credits used by the consumer specifically to purchase certain goods or services are considered linked credits. In such cases, if the goods or services are not delivered or performed properly or at all, the consumer may terminate the credit agreement.

**Default:** If the consumer defaults on credit payments, and if the creditor has reserved this right in the contract and has fulfilled their obligations, the creditor may demand the full remaining debt. However, to exercise this right, the consumer must be given a written notice of maturity with at least thirty days' notice.

### **4) Regulation on Housing Finance Agreements:**

Published in the Official Gazette dated May 28, 2015, No. 29369, and came into force on November 28, 2015. It was prepared based on Articles 39 and 84 of Law No. 6502 on the Protection of Consumers. The purpose is to regulate procedures and principles concerning housing finance agreements.

### **Scope and Application Area:**

#### **The regulation covers:**

- *Providing credit to consumers for the acquisition of housing,*
- *Leasing houses to consumers via financial leasing,*
- *Providing credit to consumers secured by the housing they own, and*
- *Contracts related to refinancing these credits.*

Also, real person members of housing construction cooperatives are considered consumers.

### **Form and Mandatory Elements of the Contract:**

Housing finance agreements must be in writing, and a copy must be given to the consumer either on paper or via a durable data storage device. The contract must be prepared in a clear, simple, and readable language with at least 12-point font size.

Some mandatory elements in the contract are:

- *Type of credit,*
- *Contact information of the creditor and, if any, credit intermediary,*

- *Contractual interest rate and default interest rate,*
- *Legal consequences of default on repayment,*
- *Consumer's right of withdrawal and right of early payment,*
- *Collateral and insurance information related to the credit.*

### **Pre-Contract Information:**

Housing finance institutions must provide the consumer with a pre-contract information form. This form should include credit terms, interest rates, total cost, and other important information.

### **Right of Withdrawal and Early Payment:**

- *Right of Withdrawal: The consumer has the right to withdraw from the housing finance contract within 14 days without giving any reason and without penalty.*
- *Early Payment: The consumer may pay the total debt or one or more instalments before their due date. In such cases, the housing finance institution is obliged to reduce the interest and other costs proportionally to the early payment.*

### **Insurance and Ancillary Financial Products:**

Credit-linked insurance cannot be arranged without the consumer's explicit written request or via a durable data storage device. The housing finance institution may offer the consumer a contract containing credit-linked insurance only if it also offers a contract without such insurance. Provisions regarding compulsory earthquake insurance are reserved.

## **5) Regulation on Prepaid Housing Sales:**

Published in the Official Gazette dated November 27, 2014, No. 29188, and entered into force on that date. This regulation was prepared based on Articles 40 to 46 of Law No. 6502 on the Protection of Consumers. Its purpose is to regulate the procedures and principles related to prepaid housing sales.

### **Scope and Application Area:**

The regulation covers contracts where:

- The consumer agrees to pay the sales price of a real estate property intended for housing either upfront or by instalments in advance,

- *The seller undertakes to transfer or deliver the property to the consumer after full or partial payment of the price.*

Such contracts are often known as “off-plan sales” or “sales from the project.” However, the sale of completed and ready-for-delivery housing is not covered by this regulation.

### **Form and Mandatory Elements of the Contract:**

Prepaid housing sale contracts must be in writing, and a copy must be given to the consumer on paper or via a durable data storage device. The contract must be prepared in clear, simple, and readable language with a font size of at least 12 points.

Some mandatory elements to be included in the contract are:

- Delivery date of the housing,
- Sales price and payment plan,
- Amount of prepaid payment,
- Right of withdrawal and its conditions,
- Guarantees and insurance information.

Contracts for prepaid housing sales cannot be made with consumers before obtaining the construction permit.

### **Pre-Contract Information:**

The seller is obliged to provide the consumer with a pre-information form at least one day before the contract is signed. This form must include the property’s features, sales price, payment plan, delivery date, and other important information.

### **Right of Withdrawal and Early Payment:**

- **Right of Withdrawal:** The consumer has the right to withdraw from the contract within 14 days from the contract date without giving any reason and without paying any penalty.
- **Early Payment:** The consumer may pay the total debt or one or more instalments before their due date. In this case, the seller is obliged to reduce interest and other costs in proportion to the early payment.
- **Delivery Period:** The prepaid housing must be delivered to the consumer within the time committed in the contract. This period cannot exceed forty-eight months from the contract date in any case.

## **6) Regulation on Contracts Concluded Outside Business Premises:**

Published in the Official Gazette dated January 14, 2015, No. 29236, and entered into force on that date. This regulation was prepared based on Articles 47 and 84 of Law No. 6502 on the Protection of Consumers. Its purpose is to regulate the procedures and principles regarding contracts concluded outside business premises and direct sales.

### **Scope and Application Area:**

The regulation covers:

- *Contracts concluded face-to-face between the seller or provider and the consumer outside the business premises,*
- *Contracts the consumer concludes outside the business premises,*
- *Direct sales.*

*However, the following contracts are excluded from this regulation:*

- *Financial services,*
- *Formation, transfer, or acquisition of real estate or related rights,*
- *Housing rental,*
- *Package tours,*
- *Timeshare, long-term holiday services and their resale or exchange,*
- *Sales made at fairs, markets, bazaars, and shopping centres,*
- *Sales where the price of goods or services does not exceed 250 Turkish Lira,*
- *Cleaning services and assembly, maintenance, and repair of goods,*
- *Electronic communication services,*
- *Subscriptions related to electricity, water, and natural gas services,*
- *Services related to betting, raffles, lotteries, and similar games of chance,*
- *Services related to accommodation, transportation of goods, car rental, food and beverage supply, and leisure or recreational activities to be performed at a specific date or period.*

### **Form and Mandatory Elements of the Contract:**

*Contracts concluded outside business premises must be in writing, and a copy must be provided to the consumer on paper or via a durable data storage device. The contract must be prepared in a clear, simple, and readable language with at least 12-point font size.*

*Some mandatory elements in the contract include:*

- *Essential characteristics of the goods or services subject to the contract,*
- *Names and surnames or titles of the consumer and seller/provider,*
- *Seller or provider's full address, phone number, and other contact details if available,*
- *Total price and payment terms,*
- *Delivery and performance time,*
- *Use of the right of withdrawal and the procedures and conditions related to exercising this right.*

### **Pre-Contract Information:**

The seller or provider must inform the consumer in writing or via a durable data storage device about the following before the contract is concluded:

- *Essential characteristics of the goods or services,*
- *Identity and contact details of the seller or provider,*
- *Total price and payment terms,*
- *Delivery and performance time,*
- *Use of the right of withdrawal and related procedures and conditions.*

### **Right of Withdrawal:**

- **Period:** *The consumer has the right to withdraw from contracts concluded outside business premises within 14 days without giving any reason and without penalty, starting from the day the goods are received for contracts relating to goods delivery, or from the date the contract is concluded for contracts related to services.*
- **Lack of Information:** *If the seller or provider fails to properly inform the consumer about the right of withdrawal, the 14-day withdrawal period does not start, and this period expires one year after the original withdrawal period ends.*
- **How to Exercise:** *The withdrawal notification must be made in writing or via a durable data storage device and addressed to the seller or provider. Notifications by phone are not accepted.*

### **Exceptions to the Right of Withdrawal:**

The right of withdrawal cannot be exercised in the following contracts:

- *Contracts for goods made according to the consumer's wishes or personal needs,*
- *Contracts for goods that are perishable or may expire quickly,*

- *Contracts for goods whose protective packaging, seals, or tapes have been opened after delivery and are not suitable for return due to health or hygiene reasons,*
- *Contracts for goods that have been mixed with other goods and cannot be separated due to their nature after delivery,*
- *Contracts for books, digital content, and computer consumables whose packaging has been opened after delivery,*
- *Contracts for periodicals such as newspapers and magazines delivered under a subscription agreement,*
- *Contracts for accommodation, transportation of goods, car rental, food and beverage supply, and leisure or recreational services to be performed at a specific date or period.*

## **7) Regulation on Distance Contracts:**

Published in the Official Gazette No. 29188 dated November 27, 2014, and came into effect. This regulation is prepared based on Article 48 of the Consumer Protection Law No. 6502. Its purpose is to regulate the procedures and principles related to contracts concluded between the seller or provider and the consumer via remote communication tools.

### **Scope and Application Area**

The regulation covers:

- *Contracts concluded between the seller or provider and the consumer using remote communication tools.*

*However, the following contracts are excluded from this regulation:*

- *Contracts related to financial services,*
- *Sales made through automatic machines,*
- *Contracts related to package tours, timeshares, and long-term holiday services,*
- *Contracts related to public services.*

### **Pre-contract Information**

The seller or provider is obliged to inform the consumer before the contract is concluded about:

- *The main characteristics of the goods or services,*
- *The identity and contact information of the seller or provider,*

- *Delivery and performance time,*
- *The use of the right of withdrawal and the procedures and conditions related to this right.*

## **Right of Withdrawal**

- **Duration:** The consumer has the right to withdraw from the contract within 14 days without giving any reason and without penalty, starting from the day of receipt of the goods for contracts related to the delivery of goods, or from the day the contract is concluded for contracts related to the provision of services.
- **Lack of Information:** If the seller or provider fails to properly inform the consumer about the right of withdrawal, the 14-day withdrawal period does not start, and in any case, this period ends one year after the withdrawal period has expired.
- **Exceptions:** The consumer cannot use the right of withdrawal in the following contracts:
  - *Contracts for goods prepared according to the consumer's requests or personal needs,*
  - *Contracts for delivery of perishable goods or goods that may expire soon,*
  - *Contracts for goods whose packaging has been opened after delivery and which cannot be returned for health or hygiene reasons,*
  - *Contracts for goods that have been mixed with other products and cannot be separated by their nature,*
  - *Contracts for books, digital content, and computer consumables whose packaging has been opened after delivery,*
  - *Contracts for delivery of newspapers, magazines, or periodicals under a subscription agreement,*
  - *Contracts for accommodation, transportation of goods, car rental, food and beverage supply, and leisure or entertainment services to be performed on a specific date or period*

## **Contract Form and Mandatory Elements**

*Distance contracts must be drawn up in writing, and a copy must be provided to the consumer either on paper or through a durable data storage device. The contract must be prepared in a clear, plain, and legible language with at least 12-point font size. Some mandatory elements to be included in the contract are:*

- *Basic characteristics of the goods or services subject to the contract,*
- *Name, surname or title of the consumer and the seller or provider,*
- *Seller or provider's full address, telephone number, and other contact details if available,*
- *Total price and payment terms,*
- *Delivery and performance time,*
- *The use of the right of withdrawal and the related procedures and conditions.*

## **8) Regulation on Timeshare and Long-Term Holiday Service Contracts:**

Published in the Official Gazette No. 29236 dated January 14, 2015, and came into effect. This regulation is prepared based on Articles 50 and 84 of the Consumer Protection Law No. 6502. Its purpose is to regulate the procedures and principles to be applied to timeshare, long-term holiday services, exchange, and resale contracts.

### **Scope and Application Area**

The regulation covers:

- *Timeshare contracts,*
- *Long-term holiday service contracts,*
- *Exchange contracts,*
- *Resale contracts.*

Timeshare contracts are agreements established for more than one year that grant the consumer the right to one or more overnight stays for multiple periods within that timeframe. These contracts may concern sales registered with a title deed under names such as timeshare property, fractional ownership, shared ownership, or similar terms.

Long-term holiday service contracts are agreements established for more than one year that give the consumer the right to benefit from discounts or other advantages related to accommodation or accommodation combined with travel or other services during the specified period.

### **Pre-contract Information**

*The seller or provider must inform the consumer at least one day before the contract is concluded, in writing or via a durable data storage device, about:*

- *The main characteristics of the goods or services,*
- *The identity and contact information of the seller or provider,*
- *The total price and payment terms,*
- *Delivery and performance time,*
- *The use of the right of withdrawal and the procedures and conditions related to this right.*

### **Right of Withdrawal**

- *Duration: The consumer has the right to withdraw from timeshare and long-term holiday service contracts within 14 days from the date the contract is concluded, without giving any reason and without penalty.*
- *Lack of Information: If the seller or provider fails to properly inform the consumer about the right of withdrawal, the 14-day withdrawal period does not start, and this period ends one year after the withdrawal period has expired.*
- *Method of Use: The withdrawal notification must be made in writing or via a durable data storage device to the seller or provider.*

### **Contract Form and Mandatory Elements**

Timeshare and long-term holiday service contracts must be drawn up in writing, and a copy must be given to the consumer on paper or via a durable data storage device. The contract must be prepared in clear, plain, and legible language with at least 12-point font size.

Some mandatory elements to be included in the contract are:

- *Basic characteristics of the goods or services subject to the contract,*
- *Name, surname or title of the consumer and the seller or provider,*
- *Seller or provider's full address, telephone number, and other contact details if available,*
- *Total price and payment terms,*
- *Delivery and performance time,*
- *The use of the right of withdrawal and related procedures and conditions.*

### **9) Regulation on Package Tour Contracts:**

Prepared based on Articles 51 and 84 of Law No. 6502 on the Protection of Consumers and published in the Official Gazette dated January 14, 2015, coming into effect on the same date.

## Definition and Scope

Package tour contracts cover services that combine transportation, accommodation, and other tourist services, generally offered under names such as "package tour," "package holiday," or "package travel." These contracts are agreements where all services provided to consumers are organized as a whole and bundled under a single price.

## Contract Terms and Information Obligations

The package tour organizer or intermediary must enter into a written contract with the consumer. The contract must include the following information:

- *Names, titles, addresses, and contact details of the parties,*
- *Destinations and duration of stays included in the package tour,*
- *Total price and payment terms,*
- *Conditions for price changes,*
- *Right of withdrawal and cancellation conditions,*
- *Provisions regarding assignment and termination of the contract.*

Additionally, detailed information about travel arrangements, accommodation, and other services must be provided to the consumer before the tour begins.

## Right of Withdrawal and Termination

- *Right of Withdrawal: The consumer has the right to withdraw from the contract within 14 days of the contract's conclusion without giving any reason and without paying a penalty.*
- *Right of Termination: The consumer may terminate the contract by giving written notice or using a durable medium at least 30 days before the tour begins. In such a case, the full amount paid for the package tour, excluding mandatory taxes, fees, and similar legal obligations, shall be refunded.*

## Breach of Contract and Liability

The package tour organizer or intermediary is liable for any damages incurred by the consumer due to non-performance or improper performance of the contract. The consumer may also claim reasonable compensation for wasted vacation time.

## **Assignment of the Contract**

If the consumer cannot continue the package tour, they may assign the contract to a third party who fulfills all the conditions applicable to the package tour by giving written notice or using a durable medium at least 7 days before the tour begins. In this case, both the assignor and assignee are jointly responsible to the package tour organizer for the remaining balance and any additional costs arising from the assignment.

## **10) Regulation on Subscription Contracts:**

Published in the Official Gazette dated January 24, 2015, No. 29246, and enacted accordingly. Prepared based on Articles 52 and 84 of Law No. 6502 on the Protection of Consumers.

### **Purpose and Scope**

The regulation aims to regulate the procedures and principles for subscription contracts that enable consumers to continuously or regularly obtain a specific good or service.

This regulation covers all types of subscription contracts allowing consumers to continuously or regularly acquire certain goods or services. However, only specific articles apply to subscription contracts outside the electricity, water, natural gas, and electronic communications sectors.

### **Form and Content of the Contract**

- *Form Requirement: Subscription contracts can be concluded in writing or remotely. A copy of the contract must be given to the consumer on paper or via a durable medium.*
- *Content: The contract must include the names, titles, addresses, contact details of the parties, the subject and duration of the contract, the date of agreement, delivery date of the goods or start date of the service, and total price including all taxes.*

### **Committed Subscriptions**

A committed subscription is a type where the consumer commits to remaining subscribed for a certain period, and the seller or provider commits to offering discounts or additional benefits. The commitment letter must specify the commitment duration, characteristics of the goods or services, total price, the tariff price before the discount, monthly discount amount, and calculation method of any penalty for early termination.

## Termination and Cancellation Rights

- *Indefinite or Over One Year Contracts: Consumers can terminate the contract without any reason or penalty.*
- *Under One Year Contracts: If the seller/provider changes the contract terms or a valid reason arises preventing the consumer from using the service, the consumer may terminate the contract.*
- *Termination Process: Upon the consumer's termination request, the seller/provider must have appropriate systems to process the request and keep these systems continuously operational.*

## Automatic Renewal Ban

Subscription contracts cannot be automatically renewed without the consumer's explicit consent. If renewed without consent, no fee can be charged for the service or goods provided.

## 11) Regulation on Commercial Advertising and Unfair Commercial Practices:

Prepared based on Articles 61, 62, 63, and 84 of Law No. 6502 on the Protection of Consumers, aiming to protect consumers from misleading and aggressive commercial practices. The regulation sets principles for advertisers, advertising agencies, media outlets, and all entities involved in commercial practices.

## Scope

Covers all commercial advertising and unfair commercial practices directed at consumers, including advertisements and commercial activities across all written, visual, and audio media used for promoting, selling, and marketing goods or services.

## Unfair Commercial Practices

Classified into three main categories:

- **Deceptive Actions:** Practices that mislead consumers by providing false or incomplete information.
- **Deceptive Omissions:** Hiding or failing to provide important information that could affect the consumer's decision.

- **Aggressive Commercial Practices:** Practices that impair the consumer's freedom of choice by exerting pressure.

Such practices are considered unfair if they significantly distort or are likely to distort consumers' economic behaviour.

### **Principles for Commercial Advertising**

- **Truthfulness and Honesty:** *Advertisements must be truthful and not misleading.*
- **Comparative Advertising:** *Only non-deceptive comparisons between similar goods or services are allowed.*
- **Consumer Rights:** *Advertisements cannot present legal rights as additional privileges.*
- **Respect for Persons and Institutions:** *Advertisements must not insult, ridicule, or defame others.*

These principles are intended to prevent exploitation of consumer trust and avoid misleading omissions.

### **Advertising Board and Supervision**

Commercial advertisements and unfair practices are supervised by the Advertising Board under the Ministry of Trade. The Board has the authority to inspect, control, and impose sanctions on commercial advertisements and practices aimed at consumers.

### **Authorities of the Advertising Board:**

- *Stopping or correcting illegal advertisements,*
- *Imposing administrative fines,*
- *Blocking access to media broadcasting the advertisement if necessary.*

Complaints to the Advertising Board can be submitted through the e-Government portal.

### **Recent Amendments**

Changes over time have adapted the regulation to the digital commerce environment. For example, amendments in 2022 introduced new rules on personalized pricing, discount advertisements, financial services advertising, and consumer reviews.

### **12) Guarantee Certificate Regulation:**

This regulation makes it mandatory for certain products to be sold with a guarantee certificate. If the product malfunctions within the warranty period, the consumer has the right to request free repair, product replacement, refund, or a discount on the defective product's price. The warranty period starts from the delivery date of the product and must be at least two years. The guarantee certificate can be provided to the consumer in written form or via a durable data storage medium. If requested by the consumer, the document must also be provided in written form.

### **13) Instruction and User Manual Regulation:**

This regulation governs the preparation and provision of manuals containing information about the introduction, use, installation, maintenance, and simple repairs of products offered to consumers. Manuals can be provided in written form or via durable data storage media, depending on the product's features. If the manual is provided digitally, necessary information to access the manual must be indicated on the product or its packaging.

### **14) After-Sales Services Regulation:**

This regulation obliges manufacturers and importers to provide after-sales installation, maintenance, and repair services for certain products. These services must be provided through authorized service stations throughout the product's lifetime. Repairs of products malfunctioning within the warranty period must be completed within a maximum of 20 working days. If this period is exceeded, the manufacturer or importer is obliged to temporarily provide the consumer with a similar product.

### **15) Important Changes and Digital Documents:**

With the changes that came into effect on 01.01.2021, the concept of "durable data storage medium" was added to these regulations. Thus, documents such as guarantee certificates, user manuals, and service receipts can be provided digitally to consumers. However, if the consumer requests, these documents must also be provided in written form.

### **16) Regulation on the Sale of Refurbished Products:**

Published in the Official Gazette on August 22, 2020, this regulation governs the procedures and principles related to the refurbishment, certification, and resale of used

products with electronic identity information (IMEI, etc.), especially mobile phones and tablets.

### **Purpose and Scope of the Regulation:**

The main purpose of the regulation is to ensure that used mobile phones and tablets are refurbished according to certain standards and offered to consumers safely and transparently. Within this scope, protecting consumers' rights in the sale of refurbished products and ensuring market order are targeted.

### **Refurbishment Process and Authorized Bodies:**

- *Refurbishment Centres: Refurbishment operations are carried out by refurbishment centres that operate according to standards set by the Ministry of Trade or the Turkish Standards Institution (TSE) and hold a 'Refurbishment Authorization Certificate.'*
- *Authorized Buyers and Sellers: Used products are collected from consumers through authorized buyers and sent to refurbishment centres. Sales of refurbished products are made by authorized sellers.*
- *Certification and Packaging: Refurbished products are certified and packaged in compliance with the established standards. Packaging, labels, advertisements, and announcements must clearly indicate the phrase 'refurbished product' and include information about the refurbishment centre.*

### **Changes Made to the Regulation:**

Over time, amendments have been made to increase the effectiveness of the application and further strengthen consumer rights:

- *Information Label: Even if refurbishment is not performed, second-hand mobile phones and tablets must carry an information label showing the product's current condition and any work done.*
- *Advertisement and Sales Restrictions: Advertising and selling products without proper refurbishment in a way that creates the impression of refurbished products is prohibited.*
- *Price Determination and Payment Period: The price determination and payment period for used products collected from consumers is limited to three business days.*
- *Branch Opening Permission: Refurbishment centres are allowed to open branches that comply with the set standards.*

- *Electronic Identity Information Registration: Individuals and businesses trading used goods with electronic identity information are obliged to register specified information and documents in a system created by the Ministry of Trade.*

### **Consumer Rights and Guarantees:**

Refurbished products are offered to consumers with certain guarantees:

- *Warranty Period: At least one year of warranty must be provided for refurbished products.*
- *Defective Goods Provisions: Consumers can exercise their rights under defective goods provisions for issues encountered with refurbished products.*
- *After-Sales Services: Refurbishment centres are also subject to certain obligations regarding after-sales services.*

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