

LAW ON CONSUMER PROTECTION

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PART 1 **Objective, Scope and Definitions**

Definitions

ARTICLE 3 – (1) For the purposes of the implementation of this Law:

- a) Minister: The Minister of Customs and Trade,
- b) Ministry: The Ministry of Customs and Trade,
- c) Director General: The Director General of Consumer Protection and Market Surveillance,
- ç) Directorate General: The Directorate General of Consumer Protection and Market Surveillance,
- d) Service: Any consumer transaction other than the supply of goods, performed or undertaken to be performed in return for a fee or benefit,
- e) Importer: A natural or legal person, including public legal entities, who imports goods or services, or the raw materials or intermediate goods thereof, for commercial or professional purposes and places them on the market through sale, lease, financial leasing, or similar means,
- f) Permanent data storage device: Any means or medium such as short message service (SMS), email, internet, disk, CD, DVD, memory card, and similar, that enables the information sent by or to the consumer to be recorded in a manner that allows it to be examined for a reasonable period in line with its purpose, to be copied without alteration, and to be accessed in its original form,
- g) Housing finance institution: Banks that extend credit directly to consumers or provide financial leasing within the scope of housing finance, and financial leasing companies and finance companies authorized by the Banking Regulation and Supervision Agency to engage in housing finance activities,
- ğ) Lender: A natural or legal person authorized by legislation to extend credit to consumers,
- h) Goods: Movable items, immovable property such as residences or vacation properties, and all kinds of intangible goods such as software, audio, visual content and similar, prepared for use in electronic media,
- ı) Provider: A natural or legal person, including public legal entities, who offers services to consumers for commercial or professional purposes, or who acts on behalf of or for the account of the service provider,
- i) Seller: A natural or legal person, including public legal entities, who offers goods to

consumers for commercial or professional purposes, or who acts on behalf of or for the account of the supplier of such goods,

j) Technical regulation: The definition specified in the Law No. 4703 on the Preparation and Implementation of Technical Legislation on Products, dated 29 June 2001,

k) Consumer: A natural or legal person acting for purposes outside his or her trade, business, craft or profession,

l) Consumer transaction: Any contract or legal transaction, including but not limited to contracts of work, transportation, brokerage, insurance, agency, banking and similar, established between consumers and natural or legal persons, including public legal entities, who act for commercial or professional purposes, or on behalf of or for the account of such persons, in the goods or services market,

m) Consumer organizations: Associations, foundations or their federations/unions established with the purpose of consumer protection,

n) Producer: A natural or legal person, including public legal entities, who manufactures goods or their raw materials or intermediate products presented to consumers, or who presents himself/herself as the producer by affixing a trademark, trade name or any distinguishing mark on the product.

PART 2 Consumer Loans

Insurance and the Offering of Ancillary Financial Products and Services

ARTICLE 29 –

(1) Credit-related insurance may not be taken out without the consumer's explicit request made in writing or through a permanent data storage device. The lender may present the consumer with a credit agreement that includes credit-related insurance, provided that a credit agreement without such insurance is also offered to the consumer.

(2) The coverage obtained by the consumer from an insurance company of their choice must be accepted by the lender. Credit-related insurance must aim to secure the repayment of the loan, and in the case of fixed-sum insurances, it must be compatible with the outstanding loan amount and its term.

(3) The consumer credit agreement may not be made conditional upon the purchase of ancillary financial products and services, except for those directly related to the credit.

PART 3 Mortgage Financing

Insurance and the Offering of Ancillary Financial Products and Services in Mortgage Financing

ARTICLE 38 –

(1) Credit-related insurance may not be taken out without the consumer's explicit request made in writing or via a permanent data storage device. The mortgage financing institution may offer the consumer a mortgage financing agreement that includes credit-related insurance, provided

that it also offers an agreement without such insurance.

(2) The coverage obtained by the consumer from an insurance company of their choice must be accepted by the mortgage financing institution. Credit-related insurance must aim to secure the repayment of the loan debt, and in the case of fixed-sum insurance, it must be compatible with the outstanding loan amount and its term.

(3) The mortgage financing agreement may not be made conditional upon the purchase of ancillary financial products and services, except for those directly related to the loan.

PART 4

Prepaid Sale of Residential Property

Guarantee

ARTICLE 42 –

(1) For projects exceeding a certain size — to be determined by the Ministry based on the number of housing units in the project or the total value of the project — it shall be mandatory for the seller, prior to initiating prepaid residential property sales, to either obtain construction bond, the scope, conditions and implementation principles of which shall be determined by the Undersecretariat of Treasury, or to provide other guarantees and meet the conditions as set forth by the Ministry.

(2) Compensation, guarantees, and similar securities provided under construction bond, may not be included in bankruptcy or liquidation estates, nor may they be seized or made subject to precautionary measures or injunctions.

PART 5

Other Consumer Contracts

Distance Contracts for Financial Services

ARTICLE 49 –

(1) Financial services refer to all types of banking services, credit, insurance, private pensions, investment, and payment-related services. A distance contract for financial services means a contract concluded between the provider and the consumer within the framework of a system organized for the remote marketing of financial services, using means of distance communication.

(2) In distance contracts for financial services, the consumer must be clearly and understandably informed, using a manner appropriate to the means of communication used, before expressing intent to conclude the contract, about the right of withdrawal, the obligations that will arise upon the consumer's declaration of acceptance, and other matters to be determined by the Ministry. It must be clear that such information is given for commercial purposes, and where voice communication tools are used, the identity of the provider and the reason for the call must be stated at the beginning of each conversation. The consumer's declaration of acceptance regarding the conclusion of the contract shall be recorded or documented in a physical or electronic format suitable for the communication method used. The provider is obliged to take necessary measures for the documentation or recording of the notification of withdrawal, whether in physical or electronic form.

(3) The provider is required to deliver all terms and conditions of the contract and other matters

determined by the Ministry to the consumer either in writing or via a permanent data storage device. If the contract is concluded using a means of distance communication that does not allow for written information, this obligation must be fulfilled immediately after the contract is concluded, either before the consumer gives consent or upon the consumer's request.

(4) During the term of the contractual relationship, the consumer may request a written copy of the contract in paper format at no cost. Furthermore, the consumer has the right to change the means of distance communication used, provided that it is compatible with the nature of the financial service.

(5) The consumer has the right to withdraw from distance contracts for financial services within fourteen days without providing any justification and without being subject to any penalty. It shall be sufficient that the notification of withdrawal is submitted to the provider within this period. The provider is responsible for proving that the consumer has been informed about the right of withdrawal. In the case of insurance and private pension contracts, provisions that are more favorable to the consumer under other legislation shall apply regarding the withdrawal period.

(6) In distance contracts for financial services, it shall be sufficient for the consumer to submit the request for termination of the contract via any means of distance communication. The consumer shall not be obliged to use a method that imposes stricter conditions than the method used to conclude the contract.

(7) The procedures and principles concerning the use of distance communication tools, excluded contracts, card payments, the rights and obligations of the consumer and the provider, the right of withdrawal, and other implementation details related to distance contracts for financial services shall be determined by regulation.

Package Tour Contracts

ARTICLE 51 –

(1) A package tour contract is a contract under which at least two of the following services are sold or offered for sale by package tour organizers or intermediaries at an all-inclusive price, and where the service covers a period of more than twenty-four hours or includes overnight accommodation:

- a) Transport,
- b) Accommodation,
- c) Other tourist services not ancillary to transport or accommodation.

(2) The provisions of this article shall also apply in cases where the details of the tour are determined by the package tour organizer, intermediary, or consumer, or where the services included in the same package are invoiced separately.

(3) If the package tour organizer does not have a representative in Türkiye, the package tour intermediary shall be liable as if it were the organizer.

(4) Prior to the conclusion of the package tour contract, it is mandatory to provide the consumer with an information brochure for preliminary information purposes.

(5) Package tour organizers or intermediaries must provide the consumer with a copy of the

package tour contract, concluded in writing or via distance means, either on paper or through a permanent data storage device.

(6) If any essential element of the package tour contract changes or the tour is canceled before it begins for reasons not attributable to the consumer, the consumer shall have the right to accept the change or the alternative tour offered by the package tour organizer, or to withdraw from the contract. In the event of withdrawal, the package tour organizer or intermediary is obliged to refund all payments made by the consumer in full and without any deductions immediately from the date of receipt of the withdrawal notice.

(7) The consumer shall have the right to request a reduction in price due to any deficiency that arises during the performance of the contract. If it is determined that the package tour organizer has failed or will fail to fulfill a significant obligation after the tour has commenced, the consumer may withdraw from the contract. In such cases, the organizer or intermediary shall forfeit any right to claim payment. Any payments made must be refunded to the consumer immediately from the date of withdrawal. However, the organizer may request appropriate compensation from the consumer proportional to the services performed and utilized up to that point.

(8) Without prejudice to the provisions regarding compulsory insurance under the Law on Travel Agencies and the Association of Travel Agencies No. 1618 dated 14 September 1972, the package tour organizer shall be liable for any damages incurred by the consumer due to non-performance or improper performance of the contract. The consumer may also request fair compensation for loss of holiday enjoyment.

(9) Persons benefiting from package tour services within the scope of their commercial or professional activities shall also be considered consumers.

(10) The procedures and principles regarding preliminary information, contract content, transfer of the package tour, conditions for amending the contract and the consumer's rights in such cases, consequences of cancellation, liabilities of the package tour organizer and intermediary, the circumstances under which the consumer may claim compensation, withdrawal from the contract and its consequences, and other implementation matters shall be determined by regulation.