Text consolidated by Valsts valodas centrs (State Language Centre) with amending laws of:

18 October 2012 [shall come into force on 26 October 2012];

6 March 2014 [shall come into force on 3 April 2014];

9 February 2023 [shall come into force on 2 March 2023].

If a whole or part of a section has been amended, the date of the amending law appears in square brackets at the end of the section. If a whole section, paragraph or clause has been deleted, the date of the deletion appears in square brackets beside the deleted section, paragraph or clause.

The *Saeima*1 has adopted and

the President has proclaimed the following law:

**Unfair Commercial Practices Prohibition Law**

**Chapter I General Provisions**

**Section 1. Terms Used in the Law**

(1) The following terms are used in the Law:

1) **performer of commercial practices**– any natural or legal person who within the framework of its economic or professional activities performs commercial practices and also any other natural or legal person who acts in the name of or under assignment of the performer of commercial practices;

2) **commercial practices**– an act (course of conduct, representation, commercial communication, marketing) or failure to act (omission) that is directly related to the promotion of trade, sale of goods (physical or non-physical objects), provision of a service to a consumer, or supply of digital content or digital services;

3) **ranking**– relative visibility given to goods or services, including digital services and digital content, as presented, organised, or notified by the performer of commercial practices, irrespective of the technological means used for presentation, organisation, or notification thereof;

4) **online marketplace**– a place of the provision of service by using software, including a website, part of a website, or application maintained by the performer of commercial practices or maintained on behalf of the performer of commercial practices and allowing consumers to conclude distance contracts with other traders, service providers, or consumers.

(2) Other terms and concepts of this Law are used within the meaning of the Consumer Rights Protection Law.

[*6 March 2014; 9 February 2023*]

**Section 2. Purpose of the Law**

The purpose of the Law is to ensure the protection of the rights and economic interests of the consumers by prohibiting the performers of commercial practices from using unfair business-to-consumer commercial practices.

**Section 3. Scope of Application of the Law**

(1) This Law defines unfair commercial practices and also governs the competence of supervisory institutions.

(2) The provisions of this Law apply to commercial practices that are implemented in relation to a consumer prior to concluding a contract, during conclusion of a contract, and also after concluding a contract.

(3) The provisions of this Law do not affect:

1) regulations regarding harmlessness and safety requirements for goods, service, digital service, or digital content, and also court jurisdiction in disputes;

2) the conditions for performing economic activities or issuing special permits (licences) and also codes of conduct attributed to regulated professions or other provisions the purpose of which is to maintain higher professional ethical standards;

3) assaying of precious metal articles.

[*6 March 2014; 9 February 2023*]

**Section 4. Prohibition of Unfair Commercial Practices and Features of Unfair Commercial Practices**

(1) Unfair commercial practices are prohibited.

(2) A commercial practice shall be unfair if at least one of the following conditions has set in:

1) it does not conform to professional diligence and has or may have a substantial negative effect on the economic actions of such average consumer or an average representative of such group of consumers in relation to goods, service, digital service, or digital content to whom this commercial practice is addressed or whom it concerns;

2) it is misleading;

3) it is aggressive.

[*6 March 2014; 9 February 2023*]

**Section 4.1 Compensation for Damage**

A person who has suffered damage as a result of unfair commercial practices is entitled to bring a claim to a court in accordance with the procedures laid down in law.

[*6 March 2014*]

**Section 4.2 Legal Remedies**

(1) A consumer against whom an unfair commercial practice has been implemented or who is affected by an unfair commercial practice, proportionately to the degree of severity and nature thereof, may exercise the right to request the following from the performer of commercial practices who is responsible for the unfair commercial practice:

1) reduction of the price of goods, service, digital service, or digital content;

2) cancellation of the contract and repayment of the paid amount of money to the consumer;

3) compensation for damage caused to the consumer in the case of implementation of unfair commercial practice.

(2) Contracting parties may also agree on other legal remedies which effectively ensure the elimination of the effect of unfair commercial practices on the consumer.

[*9 February 2023*]

**Section 5. Good Practice Code**

(1) In order to promote the protection of the consumer’s rights and economic interests and the conformity with the conditions of this Law, the performers of economic or professional activity or professional associations established thereof may draw up a good practice code.

(2) A good practice code shall be a voluntary agreement of the performers of economic or a professional activity or an aggregate of provisions which is not governed in the laws and regulations and shall regulate the behaviour of such performers of commercial practices who have undertaken to fulfil the commitments specified in the good practice code in one or several types of commercial practices and also in one or several fields of economic or professional activity. It is prohibited to promote unfair commercial practices in the good practice code.

(3) The guidelines of fair commercial practice and professional diligence criteria may be included in the good practice code which conform to generally recognised fair market practice and principle of good faith in the relevant field of economic or professional activity.

(4) The supervisory institutions referred to in Section 14 of this Law are entitled, upon their initiative or upon request of a professional association established by a performer or performers of economic or professional activity, to evaluate the good practice code and to provide a recommendatory opinion in relation thereto and recommendations regarding the good practice code to the responsible person.

(5) Within the meaning of this Law, a person responsible for the good practice code is a performer of economic or professional activity or a professional association of performers of such activity which draws up and reviews the good practice code and supervises the conformity with the provisions included therein.

[*6 March 2014*]

**Chapter II Commercial Practices Non-conforming with Professional Diligence and Negative Influence on a Consumer’s Economic Activity**

**Section 6. Commercial Practices Non-conforming with Professional Diligence**

Commercial practices shall be considered as non-conforming with the professional diligence if they are not performed with proficiency and diligence of such level which the consumer may justifiably expect and that conforms to generally recognised goods market practice and principle of good faith of the relevant field of economic or professional activity.

**Section 7. Negative Influence on a Consumer’s Economic Activity**

(1) Such commercial practices shall be considered as having a substantial negative effect on a consumer’s economic activity which substantially limit the possibility of the consumer to take a decision based on information and as a result of which the consumer may take such decision on the entering into a contract which he or she would not have taken otherwise.

(2) A decision taken by a consumer on an action in relation to a transaction, in any case, shall be considered the decision of the consumer:

1) to purchase goods or receive a service, digital service, or digital content, or to refrain from such actions;

2) regarding the way of and conditions for purchasing goods or receiving a service, digital service, or digital content;

3) to pay the price of goods, service, digital service, or digital content in instalments or fully;

4) to keep goods, accept a service, digital service, or digital content or to use a possibility to exercise their legal or contractual consumer rights.

[*6 March 2014; 9 February 2023*]

**Section 8. Negative Influence on a Consumer Group’s Economic Activity**

(1) If commercial practices may have a substantial negative effect only on a specifically definable consumer group’s economic activity which the performer of commercial practices might reasonably expect, taking into account the fact that these consumers are especially unprotected against the relevant practice, goods, service, digital service, or digital content due to the mental or physical state thereof, age, or unreasonable trust (also due to the lack of experience or knowledge), such commercial practices shall be assessed from the point of view of an average representative of the relevant consumer group.

(2) That specified in Paragraph one of this Section shall not apply to the rights of the performer of commercial practices to use in an advertisement exaggerated statements or statements which are not meant to be taken literally.

[*6 March 2014; 9 February 2023*]

**Chapter III Misleading Commercial Practices**

**Section 9. Misleading Actions**

(1) Commercial practices shall be regarded as misleading if, taking into account all the circumstances, the consumer, under the influence thereof, takes or may take such decision on action in relation to a transaction which he or she would not have taken otherwise. Commercial practices shall be regarded as misleading in the following cases:

1) misleading information is provided within the framework thereof or this information in any manner, including general presentation, misleads or may mislead the average consumer, even if it is factually correct;

2) the performer of commercial practices uses the promotion measures of the trade of goods, service, digital service, or digital content, including comparative advertising, in such a way that leads to confusion as regards the goods, service, digital service, or digital content, trademark, trade name, the name (firm name) of the manufacturer of goods or the provider of the service or another distinguishing mark;

3) the performer of commercial practices does not observe the obligations provided for in the good practice code, even though he or she has undertaken to fulfil them and has indicated that he or she is bound by the good practice code;

4) goods are offered in a Member State as identical goods offered in another Member State within the framework thereof but these goods have substantially different composition or characteristics, except for cases when substantially different composition or characteristics of the goods can be justified by legitimate and objective factors.

(2) The following shall be taken into account when assessing the conformity of commercial practices:

1) the existence, nature, and main characteristics of goods, service, digital service, or digital content, for example, the accessibility of the goods, service, digital service, or digital content; the benefits of the goods, service, digital service, or digital content; the risks related to the goods, service, digital service, or digital content; the activity, composition, accessories, after-sale customer assistance, and the procedures for the complaint handling in relation to the goods, service, digital service, or digital content; the method and date of manufacture and delivery; the conditions of delivery; the intention, use, quantity, specification, geographical or commercial origin of the goods, service, digital service, or digital content; the results to be expected from the use of the goods, service, digital service, or digital content; the results of tests or checks of the goods, service, digital service, or digital content;

2) the extent of the commitments of the performer of commercial practices, the motives for the relevant commercial practice and the nature of the sales process of the goods, service, digital service, or digital content, any statement or symbol in relation to direct or indirect sponsorship or approval of the performer of commercial practices, the goods, service, digital service, or digital content;

3) the price or the manner in which the price is calculated, or the existence of discounts;

4) the need for a service, part replacement or repair of the goods;

5) the nature, characteristic features and rights of the performer of commercial practices, for example, identity and good qualities, qualification, status, reputation, membership of or relation to some association, industrial, commercial or intellectual property rights or awards and prizes received by the performer of commercial practices;

6) the consumer’s rights, including the right to claim in relation to the provisions of the contract or the goods, service, digital service, or digital content non-conforming with the safety requirements.

[*6 March 2014; 9 February 2023*]

**Section 10. Misleading Omissions**

(1) Commercial practices shall be regarded as misleading if, taking into account their features and circumstances and also the limitations of the communication medium, the following may be concluded:

1) significant information is being omitted which is necessary for an average consumer in order to take a decision based on the information, and under the influence of commercial practices the consumer takes or may take such decision on action relating to a transaction which he or she would not have taken otherwise;

2) the performer of commercial practices hides significant information or provides it in an unclear, unintelligible, ambiguous or untimely manner, or fails to identify the commercial intent of the commercial practice, if not already apparent from the context, and as a result of it an average consumer takes or may take such decision on action relating to a transaction which he or she would not have taken otherwise.

(2) If the communication medium used in the commercial practices imposes limitations of space or time, then the limitations of a communication medium and measures carried out by the performer of commercial practices for the informing of consumers with other means shall be taken into account when assessing whether the information has been omitted.

(3) If the performer of commercial practices offers a consumer, in a manner appropriate for the used commercial communication medium, to purchase goods or to receive a service, digital service, or digital content and specifies the characteristics and price of the goods, service, digital service, or digital content, thus giving the consumer an opportunity to make purchase (hereinafter – the invitation to make a purchase), the following information shall be considered relevant if not already apparent from the context:

1) the main characteristics of the goods, service, digital service, or digital content, to the extent appropriate for the communication medium used and the particular goods, service, digital service, or digital content;

2) the address and identity of the performer of commercial practices and, if the performer of commercial practices acts on behalf of another performer, also the address and identity of this other performer of commercial practices;

3) the price (inclusive of taxes) or (where due the nature of the goods, service, digital service, or digital content the price cannot reasonably be calculated in advance) the manner in which the price is calculated, and also all additional charges (freight, delivery, or postal), if any, or (where these charges cannot reasonably be calculated in advance) the note that such additional charges may be charged by the performer of commercial practices;

4) the procedures for the payment, delivery, and performance of the contract if they are different from the procedures laid down by the professional diligence criteria;

5) the right of withdrawal and other rights of terminating a contract;

6) whether the third person offering goods, service, digital service, or digital content on online marketplaces is a trader or service provider within the meaning of the Consumer Rights Protection Law according to the information provided by such person.

(4) The requirements which have been laid down for the provision of information in the Community legal acts governing the protection of consumer rights or the sale of goods and the provision of services, digital services, or digital content or national laws and regulations, the norms of which arise from the Community legal acts, especially the information regarding the distance contract, distance financial service contract, contract on the right of long-term use of holiday accommodations, long-term contract on holiday products, contract on the resale of the right of long-term use of holiday accommodations or holiday products, and contract for the exchange of the long-term right to holiday accommodations, contract on consumer credit, regarding package tourist services, regarding the indicators of the prices of goods and services, digital services, or digital content, regarding medicinal products, regarding information society services to be provided, regarding private pension funds, and regarding the insurance contract shall also be regarded as significant information.

(5) If the consumer is provided with a possibility to search for goods, services, digital services, or digital content offered by different traders, service providers, or consumers by keyword, phrase, or other input, irrespective of the place where transactions are conducted, general information on the main parameters for the determination of ranking of the goods, services, digital services, or digital content provided to the consumers according to the consumer’s search request and the relative significance of such parameters in comparison with other parameters available in a separate online interface section which is directly and easily accessible from the page where search results are displayed shall be also regarded as significant information.

(6) The conditions referred to in Paragraph five of this Section shall not apply to the providers of online search engines as defined in Regulation (EU) 2019/1150 of the European Parliament and of the Council of 20 June 2019 on promoting fairness and transparency for business users of online intermediation services (Text with EEA relevance).

(7) If the performer of commercial practices ensures access to consumer reviews of goods, services, digital services, or digital content, information in respect of whether and how the performer of commercial practices ensures that the reviews published are given by the consumers who have used or purchased the goods, services, digital services, or digital content shall be also regarded as significant information.

[*6 March 2014; 9 February 2023*]

**Section 11. Misleading Commercial Practices in all Circumstances**

Commercial practices shall be considered as misleading in all circumstances if the performer of commercial practices:

1) claims to be the signatory of the good practice code but it is not true;

2) uses the trust marks, quality marks, or equivalent marks without having obtained the necessary authorisation;

3) provides false information on the fact that the good practice code has been approved by the State administration institution or by a private legal entity;

4) provides false information on the fact that conformity has been certified in relation to his or her activity in a specific field or in relation to the goods, service, digital service, or digital content; that such activity, goods, service, digital service, or digital content has been recommended or allowed by the State administration institution or by a private legal entity, or when providing such information, does not comply with the conditions under which the conformity was certified, or the specific recommendation was given or the authorisation of use was granted;

5) makes an invitation to purchase goods or receive services, digital services, or digital content at a specific price without informing the consumer of the reasons for which it may be expected that the performer of commercial practices will not be able to offer, supply, or purchase from the supplier such or equivalent goods, services, digital services, or digital content at the same price within a reasonable period and in acceptable quantities, taking into account the goods, service, digital service, or digital content, the scale of advertising and the price offered;

6) makes an invitation to purchase goods or to receive services, digital services, or digital content at a specific price but refuses to present the offered goods to consumers or refuses to accept or execute the order within a reasonable period, or demonstrates goods or items with defects in order to promote the sale of other goods, service, digital service, or digital content;

7) falsely states that goods, service, digital service, or digital content will only be available for a very limited time or under particular terms for a very limited time, thus encouraging the consumer to take a decision immediately on actions relating to a transaction and without providing him or her with a possibility or sufficient time to take an informed decision;

8) in providing an after-sale service, in communication with a consumer uses the language which is the official language in the European Union Member State where he or she is located, or in another country, but this language was not used in communication with the consumer prior to entering into a transaction and the performer of commercial practices has not clearly warned the consumer thereof beforehand;

9) states or otherwise creates the impression that the goods can be sold legally or the service may be provided when it is not true;

10) presents the legal rights given to a consumer as a distinctive feature of the offer of the performer of commercial practices;

11) uses the editorial content of mass media (advertising) for the purpose of promoting the sale of goods or the provision of service, digital service, or digital content for which the performer of commercial practices has paid, without making it clear in the content or by images or sounds clearly identifiable by the consumer;

12) falsely claims that the personal security of a consumer or his or her family is at risk or provides false information on the degree of the possible risk in case the consumer does not purchase the relevant goods or does not use the relevant service, digital service, or digital content;

13) implements measures for the promotion of trade in relation to goods, service, digital service, or digital content similar to the goods, service, digital service, or digital content of a specific manufacturer or service provider in such a way as to create thereby a misleading impression to the consumer that the goods have been manufactured or the service, digital service, or digital content has been provided by the particular manufacturer or service provider but it is not true;

14) establishes or supports a pyramid promotional scheme where a consumer pays for the opportunity to receive remuneration primarily for the introduction of other consumers into the scheme rather than for the opportunity to benefit from the sale or use of the goods or the provision of services, digital services, or digital content;

15) provides false information regarding the fact that it is planned to cease trading or move to other premises;

16) claims that goods, service, digital service, or digital content is able to facilitate winning in games of chance, raffles, or lotteries;

17) provides false information on the fact that goods, service, digital service, or digital content can help to cure illnesses, prevent dysfunction or physical malformations;

18) provides substantially false information on the situation on the market or the possibilities to purchase goods or to receive a service, digital service, or digital content, thus encouraging the consumer to purchase the goods or to receive the service, digital service, or digital content under such conditions that are less favourable than those in a normal market situation;

19) offers a competition and claims to provide prizes but without awarding the prizes described or a reasonable equivalent;

20) describes goods, a service, digital service, or digital content as “gratis”, “free”, “without charge” or similar but the consumer has to pay more than the necessary costs that occur when responding to the commercial practices and receiving the goods, service, digital service, or digital content or paying for the delivery of goods;

21) includes in the advertising material an invoice or similar document seeking payment, thus creating a false impression to the consumer that he or she has already ordered the advertised goods, service, digital service, or digital content;

22) provides false information or creates a false impression regarding the fact that he or she is acting for purposes not related to the economic or professional activities, or represents oneself as a consumer;

23) creates a false impression that after-sale service of the goods, service, digital service, or digital content is only available in a member country of the European Economic Area other than that in which the goods are sold or the service is provided;

24) when giving results upon online search request of the consumer, does not clearly reveal which is paid advertising or does not provide information that payments have been made for higher ranking of the goods or service, including digital service or digital content, in search results;

25) resells tickets for events to consumers if they have been purchased by using automated means, thus circumventing limitations imposed on the number of tickets which a person can purchase or any other regulations regarding the purchase of tickets;

26) claims that reviews of goods or services, including digital services or digital content, have been given by consumers who have actually used or purchased the relevant goods, services, digital services, or digital content, without taking substantiated and proportionate measures to verify that the reviews have really been given by such consumers;

27) gives false consumer reviews or recommendations or hires another natural or legal person to do it and also modifies customer reviews or recommendations in order to advertise the goods, services, digital services, or digital content.

[*6 March 2014; 9 February 2023*]

**Chapter IV Aggressive Commercial Practices**

**Section 12. Aggressive and Persistent Deeds, Coercion and Use of Undue Influence**

(1) A commercial practice shall be considered aggressive if, taking into account all its features and all circumstances – persistent deeds, coercion, use of physical force or undue influence, it has or may have a substantial effect on the average consumer’s freedom of choice or conduct with regard to the goods, service, digital service, or digital content and as a result thereof the consumer takes or may take a decision on actions relating to a transaction which he or she would not have taken otherwise.

(2) The use of positions of authority against the consumer and putting pressure upon the consumer even in such conditions when physical force has not been applied and the application thereof has not been threatened; however, the possibility of the consumer to take a decision based on the information is significantly limited shall be considered as undue influence.

(3) The following shall be taken into account in order to determine whether persistent deeds, coercion, or undue influence is applied in the commercial practices:

1) the time, place, character or duration of the event;

2) whether threats or offences with words or by action have been used;

3) whether the performer of commercial practices has intentionally used a specific misfortune or such serious circumstances that impair the consumer’s ability to reason in order to influence the decision of the consumer on action relating to a transaction;

4) any troublesome or disproportionate non-contractual barriers imposed by the performer of commercial practices on a consumer where the consumer wishes to exercise his or her contractual rights, including the right to terminate the contract or choose other goods, another service, digital service, or digital content or another trader or service provider;

5) any threat to take unlawful actions.

[*6 March 2014; 9 February 2023*]

**Section 13. Aggressive Commercial Practices in any Circumstances**

A commercial practice shall be regarded as aggressive in any circumstances if the performer of commercial practices:

1) creates an impression that the consumer will not be able to leave the relevant room before he or she has entered into a contract;

2) arrives at the consumer’s home, ignoring his or her request to leave the house or not return to it, except for the case when the performer of commercial practices arrives in order to fulfil his or her contractual obligations in accordance with laws and regulations;

3) delivers persistent and undesirable offers to the consumer by a telephone, fax, e-mail or other communication medium, except for the case when the performer of commercial practices carries out the latter in order to fulfil his or her contractual obligations in accordance with laws and regulations and observes the restrictions of the use of a distance communication medium laid down in other laws and regulations;

4) requires from the consumer who wishes to submit an application regarding the receipt of insurance reimbursement according to the concluded insurance contract to submit the documents that judiciously may not be recognised as such that would justify such request, or systematically evades from the answer to the respective correspondence in order to prevent the consumer from the exercising the contractual rights;

5) includes in an advertisement a direct invitation to children to purchase the goods or to receive the service, digital service, or digital content, or to persuade the parents or other adults to purchase the goods or to receive the service, digital service, or digital content;

6) requests an immediate or deferred payment for the supplied goods or for the provided services, digital services, or digital content that has not been ordered by the consumer, or requests to give such goods or item back or to store it, except for the case when equivalent goods have been supplied or a service, digital service, or digital content has been provided in accordance with the laws and regulations regarding the distance contract;

7) clearly informs the consumer that his or her failure to purchase the goods or to use the service, digital service, or digital content will pose a threat to the activity or livelihood of the performer of commercial practices;

8) creates a false impression that the consumer has already won, will win, or will, on doing a particular act, win a prize or other advantage when, in fact, there is no prize or other advantage, or a consumer is given an opportunity to win a prize or other advantage after paying money or incurring personal expenses.

[*6 March 2014; 9 February 2023*]

**Chapter V Supervision**

**Section 14. Supervisory Institutions**

(1) Conformity with this Law shall be supervised, according to its competence, by the Consumer Rights Protection Centre and in the field of medicinal products by the Health Inspectorate (hereinafter – the Supervisory Institution).

(2) The Supervisory Institution is entitled to request that the State administration institutions which are responsible for State control and supervision in relation to certain goods, services, digital services, or digital content examine the conformity of specific goods, service, digital service, or digital content with the information used in the commercial practices or that they perform any other activities that are necessary for the assessment of commercial practices.

[*6 March 2014; 9 February 2023*]

**Section 15. Rights of the Supervisory Institution**

(1) The Supervisory Institution shall carry out the supervision of commercial practices according to the supervisory priorities stipulated by the authority, assessing the impact of the potential violation on the collective interests of consumers and also ensuring balanced supervision of activities of persons implementing commercial practices:

1) upon initiative thereof, including on the basis of a submission of a person in accordance with the Consumer Rights Protection Law;

2) on the basis of information provided by such authority the competence of which includes the supervision and control of the relevant field;

3) on the basis of a submission submitted by an institution of a European Union Member State which has been included in the list of such institutions of Member States published in the Official Journal of the European Union which are entitled to render a ruling in relation to a submission of the competent authority regarding a violation of the consumer rights committed in the European Union.

(2) The Supervisory Institution is entitled to:

1) when evaluating the conformity of commercial practices with the requirements of this Law, request and receive from the performer of commercial practices and other natural and legal persons all information, documents, and other evidence necessary for the clarification of the essence of the case, and also oral explanations regarding the veracity of the information used in commercial practices, conformity of activity with the requirements of this Law, and also determine the time limit for the submission of the information, documents, and evidence and the manner in which information is to be provided;

2) carry out the necessary controls and perform control purchases or control orders;

3) issue and publish guidelines, including therein recommendations for the improvement of commercial practices in order to increase protection of consumers’ interests in the relevant market sectors (segments), and also propose that the specific performer of commercial practices takes measures to increase the level of protection of consumers’ interests in the relevant market sectors (segments).

(3) If the performer of commercial practices does not provide the information requested by the Supervisory Institution or the information provided is incomplete, the Supervisory Institution is entitled to consider that the information used in the commercial practices is imprecise or false.

(4) The Supervisory Institution shall inform the performer of commercial practices of the result of examination of the case.

(5) In evaluating the nature and potential impact of the established violation and also any other relevant aspects, the Supervisory Institution is entitled to:

1) propose that the performer of commercial practices ensures conformity of the commercial practices with the requirements of laws and regulations within the time limit determined by the Supervisory Institution;

2) propose that the performer of commercial practices undertakes in writing to eliminate the established violation in accordance with Section 15.1 of this Law within the time limit determined by the Supervisory Institution;

3) take the decision to terminate the matter by inviting the performer of commercial practices to ensure the conformity of commercial practices with the requirements of laws and regulations in its subsequent activity.

(6) The rights referred to in Paragraph five of this Section shall not preclude the Supervisory Institution from taking the decisions referred to in Paragraph eight of this Section.

(7) The performer of commercial practices shall, immediately but not later than within three working days after expiry of the time limit laid down in the proposal referred to in Paragraph five, Clause 1 of this Section, inform the Supervisory Institution of compliance by adding proof which confirms it. If within the time limit specified in accordance with Paragraph five, Clause 1 of this Section the conformity of commercial practices with the requirements of laws and regulations is not ensured, the Supervisory Institution is entitled to take one or several of the decisions referred to in Paragraph eight of this Section.

(8) If the Supervisory Institution acknowledges commercial practices as unfair, it is entitled to take one or several decisions under which:

1) the performer of commercial practices has the obligation to provide in a corresponding manner additional information necessary for ensuring conformity of commercial practices with the requirements of this Law;

2) the performer of commercial practices has the obligation to immediately terminate the unfair commercial practices;

3) the unfair commercial practices are prohibited if they have not been commenced yet but are expected;

4) the performer of commercial practices has the obligation to publish a notice in the media which correspond to the relevant commercial practices, indicating the corrected information and withdrawing the unfair commercial practices;

5) a fine is imposed in accordance with the procedures laid down in Section 15.2 of this Law;

6) the person responsible for the good practice code has the obligation to make corrections in the code in order to prevent unfair commercial practices.

(9) The Supervisory Institution is entitled to take the decisions referred to in Paragraph eight of this Section also if it has no evidence of the losses caused by the performer of commercial practices or of the fact that the violation has been committed deliberately.

(10) The Supervisory Institution shall not commence evaluation of the conformity of commercial practices with the requirements of laws and regulations or shall suspend evaluation if the decision has been taken to terminate the case or if one of the following decisions regarding the specific violation of unfair commercial practices has already been taken:

1) one of the decisions referred to in Paragraph eight of this Section;

2) one of the decisions referred to in Section 15, Paragraph four of the Advertising Law.

(11) In order to reduce the negative consequences resulting from non-conformity with the prohibition of unfair commercial practices, the Supervisory Institution is entitled to post information on the written commitment on its website and to post its decision on its website partly or completely and publish it in the official gazette *Latvijas Vēstnesis*; moreover, the expenses related to the publication thereof shall be covered by the performer of commercial practices.

(12) The Supervisory Institution shall take the decision on unfair commercial practices within six months from the day of initiation of the case. If it is not possible to meet this time limit for objective reasons, the Supervisory Institution may extend it for a time not exceeding two years, counting from the day of initiation of the case.

(13) The Supervisory Institution is entitled to determine the following in its decision:

1) the time limit for the execution of the decisions referred to in Paragraph eight, Clauses 1, 2, 3, 4, and 6 of this Section. The addressee of the decision shall, immediately but not later than within three working days after expiry of the time limit specified in the decision, inform the Supervisory Institution of the execution of the decision by adding proof which confirms it;

2) the content and extent of withdrawal of commercial practices as provided for in the decision referred to in Paragraph eight, Clause 4 of this Section and also the manner in which the withdrawal is to be distributed.

(14) The Supervisory Institution shall examine cases regarding unfair commercial practices in accordance with the procedures laid down in the Administrative Procedure Law, insofar as this Law does not provide otherwise.

[*18 October 2012; 6 March 2014* / *The new wording of Paragraphs two, three, four, five, six, seven, eight, nine, ten, and eleven, and also Paragraphs twelve, thirteen, and fourteen shall come into force on 1 July 2015. See Transitional Provisions*]

**Section 15.1 Written Commitment**

(1) A written commitment is a document which upon proposal of the Supervisory Institution is signed by the performer of commercial practices, committing to eliminate the detected violation within a specified time period. A written commitment may include the commitment of the performer of commercial activities:

1) not to perform specific activities;

2) to perform specific activities, also to provide additional information necessary in order to ensure the conformity of commercial practices with the requirements of this Law, to publish a notification in a communication medium conforming to the respective commercial practices in which unfair commercial practices are withdrawn;

3) to reimburse the losses caused to consumers.

(2) By signing a written commitment in which the violation and also the manner and time limit for the elimination thereof is indicated, the performer of commercial practices acknowledges that he or she has committed the violation detected. The written commitment shall be deemed received (enter into effect) from the moment when the Supervisory Institution has approved its acceptance, certifying in writing to the performer of commercial activities that the relevant measures are sufficient for the elimination of the violation and its impact. The Supervisory Institution shall notify acceptance of the written commitment in accordance with the procedures laid down in the Law on Notification. The time limit for the elimination of the violation shall not exceed the time necessary for the performer of commercial practices to take the intended measures and to ensure the conformity with the interests of consumers and usually may not be longer than three months, except for the cases when the nature of the intended measures justifies a longer time period.

(3) If the performer of commercial practices commits, in accordance with Section 15, Paragraph five, Clause 2 of this Law, to eliminate the detected violation and the written commitment has entered into effect, the Supervisory Institution shall not take the decisions referred to in Section 15, Paragraph eight of this Law and shall terminate the administrative record-keeping in the part regarding the violation which the performer of commercial activities is committing to eliminate. If the Supervisory Institution establishes that the written commitment is not fulfilled, it is entitled to take one or several of the decisions referred to in Section 15, Paragraph eight of this Law.

(4) The performer of commercial practices shall, without delay but not later than within three working days after the end of the time limit laid down in Paragraph three of this Section, inform the Supervisory Institution of the fulfilment of the commitment, adding proof certifying the fulfilment.

[*6 March 2014*]

**Section 15.2 Imposition of a Fine and Provisions for the Forced Execution**

(1) For unfair commercial practices, the Supervisory Institution is entitled to impose a fine of up to four per cent of the annual turnover (revenues) of the performer of commercial practices from economic transactions:

1) in the previous reporting or financial year prior to taking the decision to impose the fine;

2) in the reporting or financial year in which the violation has been committed;

3) in any of the reporting or financial years during committing of the violation if the violation has been continuous;

4) during the period from the day when activity has been commenced until the last full month before taking the decision to impose the fine if less than a year has passed since commencement of activity of the performer of commercial practices.

(11) For unfair commercial practices implemented only within the territory of the Republic of Latvia, the Supervisory Institution is entitled to impose a fine of up to four per cent of the annual turnover (revenues) of the performer of commercial practices from economic transactions (in accordance with Paragraph one of this Section) but not more than EUR 300 000.

(12) If unfair commercial practices have been implemented within and outside the territory of the Republic of Latvia, turnover shall also be taken into account in such European Union Member States or countries of the European Economic Area where the relevant violation has been established if such information is available.

(13) The performer of commercial practices has the right to submit up-to-date information on the annual turnover (revenues) upon request of the Supervisory Institution. If information on the turnover is not available to the Supervisory Institution, including a person does not provide such information or the information submitted is false, the Institution is entitled to impose a fine for unfair commercial practices of up to two million euros but if the unfair commercial practices have been implemented only in the territory of the Republic of Latvia – not more than EUR 300 000.

(2) In taking the decision on the imposition of a fine and on its amount, the Supervisory Institution shall take into account the following circumstances and also evaluate whether the following conditions are present:

1) the nature and duration of the violation committed, the impact caused by the violation (losses to consumers), the circumstances in which the violation was committed, the role of the offender in the violation, and the extent of the violation;

2) the performer of commercial practices has compensated or has commenced compensating consumers for the losses caused before the day when the decision was taken;

3) the violation has been discontinued upon initiative of the performer of commercial practices;

4) the performer of commercial practices has violated the prohibition of unfair commercial practices repeatedly over the last two years and it has been established by a decision of the Supervisory Institution or written commitment;

5) the performer of commercial practices has failed to fulfil the written commitment;

6) the performer of commercial practices has delayed examination of the case or has concealed the violation committed;

7) the financial benefit gained by the performer of commercial practices from the implementation of unfair commercial practices or losses avoided by the performer of commercial practices if the relevant data are available;

8) sanctions imposed in cross-border violations on the performer of commercial practices for the same violation in other European Union Member States or countries of the European Economic Area if information on such sanctions is available, using the mechanism established in accordance with Regulation (EU) 2017/2394 of the European Parliament and of the Council of 12 December 2017 on cooperation between national authorities responsible for the enforcement of consumer protection laws and repealing Regulation (EC) No 2006/2004 (Text with EEA relevance);

9) any other applicable circumstances.

(3) The performer of commercial practices shall pay the fine imposed by the Supervisory Institution within a month from the day when the decision to impose the fine has entered into effect. If the decision to impose the fine has not been executed voluntarily, forced execution thereof shall be carried out by a bailiff. The Supervisory Institution shall be exempt from the State fee for the submission of the decision for execution.

(4) If decisions taken in accordance with Section 15, Paragraph eight, Clause 1, 2, 3, 4, or 6 of this Law are not executed voluntarily, the Supervisory Institution shall carry out forced execution thereof in accordance with the Administrative Procedure Law. In carrying out forced execution of a decision directed towards prohibition of specific activities or activity, the Supervisory Institution may impose a pecuniary penalty in the amount of not more than EUR 10 000 at a time.

(5) The amount of the pecuniary penalty imposed shall be determined in proportion to the violation committed. In determining the amount of the pecuniary penalty referred to in Paragraph four of this Section, the Supervisory Institution shall take into account the impact (losses to consumers) and duration of non-execution of the decisions referred to in Section 15, Paragraph eight, Clauses 1, 2, 3, 4, and 6 of this Law, and also any other circumstances which are relevant to the case.

(6) The paid sums of money shall be transferred into the State basic budget.

[*6 March 2014; 9 February 2023*]

**Section 16. Decision of the Supervisory Institution to Restrict or Suspend Operation of Electronic Means or Part Thereof**

(1) If the performer of commercial practices continuously fails to execute the decision referred to in Section 15, Paragraph eight, Clause 1, 2, or 3 of this Law or the failure to execute such decision has caused or may cause significant damage to the collective interests of consumers, the Supervisory Institution is entitled to take the necessary technically feasible measures in order to restrict or suspend operation of electronic means or part thereof used in the implementation of unfair commercial practices until elimination of the violation. Within the meaning of this Law, the electronic means shall be considered a website, an online application, a domain name, or other electronic means.

(2) The decision of the Supervisory Institution to restrict or suspend operation of electronic means or part thereof shall enter into effect on the day it is taken.

[*6 March 2014* / *The new wording of the Section shall come into force on 1 July 2015. See Transitional Provisions*]

**Section 17. Decision of the Supervisory Institution to Suspend or Renew Activity of the Performer of Commercial Practices or Enterprise (Unit) Thereof**

(1) If the performer of commercial practices continuously fails to execute the decision referred to in Section 15, Paragraph eight, Clause 1, 2, or 3 of this Law or the failure to execute such decision has caused or may cause significant damage to the collective interests of consumers, the Supervisory Institution is entitled to take a decision by which activity of the performer of commercial practices or enterprise (unit) thereof is suspended until elimination of the violation.

(2) Upon establishing the indications of a violation referred to in Paragraph one of this Section, the Supervisory Institution shall warn the performer of commercial practices in writing of the suspension of activity of the performer of commercial practices or enterprise (unit) thereof by indicating the established facts and inviting the performer of commercial practices to execute the decision of the Supervisory Institution voluntarily and to notify the Supervisory Institution of execution thereof in writing.

(3) The Supervisory Institution shall indicate the time limit in the warning referred to in Paragraph two of this Section after which the decision will be taken to suspend the activity of the performer of commercial practices or enterprise (unit) thereof. If the performer of commercial practices has fully executed the decision of the Supervisory Institution within the time limit indicated in the warning and has notified the Supervisory Institution of execution thereof in writing, the Supervisory Institution shall not take the decision to suspend the activity of the performer of commercial practices or enterprise (unit) thereof. If the performer of commercial practices has failed to fully eliminate the violation specified in the decision of the Supervisory Institution within the time limit indicated in the warning and to notify the Supervisory Institution of execution thereof in writing, it shall take the decision to suspend the activity of the performer of commercial practices or enterprise (unit) thereof. The decision to suspend the activity of the performer of commercial practices or enterprise (unit) thereof shall enter into effect on the day it is taken.

(4) The Supervisory Institution shall, within three working days after it has taken the decision to suspend the activity of the performer of commercial practices or enterprise (unit) thereof, seal or close the place of economic activity of the performer of commercial practices where the violation has occurred.

(5) If after the Supervisory Institution has taken the decision to suspend the activity of the performer of commercial practices or enterprise (unit) thereof, the relevant activity is continued or seals or closing devices are damaged or removed, the persons at fault shall be held liable in accordance with the law according to the violation.

(6) If the performer of commercial practices has fully executed the decision of the Supervisory Institution and has notified the Supervisory Institution of execution thereof in writing, it shall perform a check and renew activity of the performer of commercial practices or enterprise (unit) thereof within three working days. The decision to renew activity of the performer of commercial practices or enterprise (unit) thereof shall enter into effect on the day it is taken.

(7) The Supervisory Institution shall remove seals or closing devices within three working days after it has taken the decision to renew activity of the performer of commercial practices or enterprise (unit) thereof.

[*6 March 2014* / *The new wording of the Section shall come into force on 1 July 2015. See Transitional Provisions*]

**Section 18. Decision of the Supervisory Institution on Provisional Regulation**

(1) If the Supervisory Institution has reason to believe that the prohibition of unfair commercial practices has been violated and this violation may cause immediate and significant damage to the economic interests of a specific group of consumers, it is entitled to take the decision referred to in Section 15, Paragraph eight, Clause 2 or 3 of this Law as a provisional regulation.

(2) The decision on provisional regulation shall be in effect from the moment of the announcement thereof until the moment when it is revoked with a decision of the Supervisory Institution or is changed, or when the final decision of the Supervisory Institution enters into effect.

[*6 March 2014* / *Section shall come into force on 1 July 2015. See Transitional Provisions*]

**Section 19. Appeal of a Decision of the Supervisory Institution**

(1) A decision of the Supervisory Institution may be appealed by the addressee thereof to the District Administrative Court in accordance with the procedures laid down in laws and regulations. Appeal of the decision of the Supervisory Institution shall not suspend operation thereof, except for operation of the decision referred to in Section 15, Paragraph eight, Clause 5 of this Law.

(2) The decision of the Supervisory Institution referred to in Section 16 of this Law to restrict or suspend operation of the electronic means or part thereof, the decision referred to in Section 17 to suspend or renew operation of the performer of commercial practices or enterprise (unit) thereof, and also the decision referred to in Section 18 on a provisional regulation may be appealed within 10 days from the day of notification thereof. The appeal of a decision shall not suspend the application thereof.

(3) The application regarding the decision of the Supervisory Institution on the temporary measure shall be examined by the court according to written procedure within 14 days. The decision of the court shall not be subject to appeal and shall enter into effect on the day of the taking thereof.

[*6 March 2014* / *Section shall come into force on 1 July 2015. See Transitional Provisions*]

**Transitional Provision**

[*6 March 2014*]

The new wording of Section 15, Paragraphs two, three, four, five, six, seven, eight, nine, ten, and eleven of this Law, Paragraphs twelve, thirteen, and fourteen of Section 15.2, the new wording of Sections 16 and 17, and also Sections 18 and 19 (regarding the right of the Supervisory Institution to impose a fine for commercial practices not conforming to the requirements of laws and regulations and to examine the respective cases of violation in accordance with the procedures laid down in the Administrative Procedure Law) shall come into force concurrently with the respective amendments to the Latvian Administrative Violations Code.

[*The abovementioned amendments shall be included in the wording of the Law on 1 July 2015*]

**Informative Reference to European Union Directive**

[*18 October 2012; 6 March 2014; 9 February 2023*]

The Law contains legal norms arising from:

1) Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council;

2) Directive 2009/22/EC of the European Parliament and of the Council of 23 April 2009 on injunctions for the protection of consumers’ interests;

3) Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market (‘Directive on electronic commerce’);

4) Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts;

5) Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (Text with EEA relevance);

6) Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council as regards the better enforcement and modernisation of Union consumer protection rules (Text with EEA relevance).

The Law shall come into force on 1 January 2008.

The Law has been adopted by the *Saeima* on 22 November 2007.

President V. Zatlers

Rīga, 12 December 2007