

Table of Contents

<i>Acknowledgements</i>	ix
<i>Table of Cases</i>	xi
<i>Table of EU Legislation</i>	xvii
1. Introduction	1
Setting the Scene	1
Structure of the Book	3
Two Branches of EU Consumer Law	4
Europeanisation of the Law on Unfair Commercial Practices	5
The Regulatory Framework of the UCPD	10
The Maximum Harmonisation Character of the Directive	13
The Notion of Commercial Practice	15
Europeanisation of Contract Law	17
The Role of Article 3(2) UCPD	22
2. The Average Consumer	24
Introduction: Which Consumer is Protected by EU Law?	24
The Protected Consumer Under the UCPD	25
Two Definitions of Consumer	25
The Average Consumer Between the Two Goals of the UCPD	27
Three Components of the Definition of an Average Consumer	29
The Interpretation of the Average Consumer Under the UCPD	39
The Distinction Between the Average Consumer and Vulnerable Consumer	41
The Protected Consumer Under Consumer Contract Law	46
Lack of a Clear Standard of the Protected Consumer	46
The Need for a Standard of the Consumer	47
EU Primary Law and the Notion of the Consumer	50
EU Primary Law and the Understanding of the Consumer	55
EU Secondary Law and the Standard of the Consumer	56
The Analysis of Post-UCPD Secondary Law on Consumer Protection	64
3. The Duty to Trade Fairly	67
Introduction: General Duty to Trade Fairly in EU Consumer Law	67
Duty to Trade Fairly Under Directive 2005/29/EC	68
The Definition of the General Clause	68
The Purpose of the General Clause and its Functions	69

The Two Limbs of the General Clause.....	72
The Requirements of Professional Diligence	72
Requirements of Good Faith and Honest Market Practice	77
The Scope of Application of the Duty to Trade Fairly.....	85
Material Distortion of a Consumer's Economic Behaviour	89
The Duty to Trade Fairly in Consumer Contract Law.....	93
The Impact of the Duty to Trade Fairly in Contract Law.....	93
Commercial Practices and Contract.....	93
Good Faith and the National Legal Traditions of	
Member States	96
Good Faith in European Contract Law	98
The Meaning of Good Faith Under the UCPD.....	102
The Horizontal Effects of the Duty to Trade Fairly on	
Consumer Contracts	104
The Significance of the Judgment in <i>Pereničová</i>	106
The Meaning of the Duty to Trade Fairly in	
Consumer Contract Law.....	107
 4. The Duty of Information	110
Introduction: A Universal European Duty of Information	110
The Duty of Information Under the UCPD	111
The Three Small General Clauses of the Directive	111
Introduction of the General Duty of Information	113
Materiality of Information.....	118
Transactional Decision	124
The Context in which Information is Provided.....	125
Duty of Information in Consumer Contract Law	129
The Paradigm of the Informed Consumer.....	129
Two Rationales for the Duty of Information	130
Duty of Information in National Contract Law	132
Duty of Information in European Contract Law.....	136
Information Requirements in Contract Law after the UCPD.....	141
The Invitation to Purchase.....	142
 5. Remedies	146
Introduction: Remedies and Enforcement in EU	
Consumer Law.....	146
Remedies and Enforcement Under Directive 2005/29/EC	147
General Approach towards Enforcement by the UCPD.....	147
Collective Enforcement	153
Individual Enforcement	158
Impact on Existing Contract Law Remedies.....	161
Adoption of New Contract Law Remedies.....	168

Remedies Under Consumer Contract Law.....	172
Contract Law Remedies of European Contract Law	172
Directive 93/13/EEC on Unfair Contract Terms.....	172
Directive 2011/83/EU on Consumer Rights.....	182
Directive 1999/44/EC on Consumer Sales and Associated Guarantees	185
6. Conclusions	190
The Main Concluding Observations	190
The Average Consumer	190
The Duty to Trade Fairly.....	191
The Duty of Information	192
Remedies	193
Europeanisation of Contract Law Through the UCPD.....	194
Impact on Contract Law Concepts.....	194
The Refined Means of Impact.....	195
The Significance of Innovative Legal Terminology.....	197
Summation of the Book	198
<i>Bibliography and Sources</i>	199
<i>Index</i>	211