

INFORMATIVE  
NOTE


# Amendments to the Consumer Law

[Decree-Law 109-G/2021](#), which will come into force on 28 May 2022, will have an impact on both businesses and consumers in Portugal.

## 1. CHANGES REGARDING THE INFORMATION TO BE PROVIDED ON PRICE REDUCTION MARKETING PRACTICES:

### a. New concept of "lowest price":

Information on sales and promotions must state the lowest price that was previously charged (the "lowest price").

- Under the new law, the concept of "lowest price" shall henceforth correspond to the lowest price at which the product was sold in the 30 days preceding the price reduction (the previous law provided for a 90-day period);
- In the event of successive price reductions ("gradual and interrupted price reduction")

the "lowest price" shall correspond to the price in force before the first reduction was carried out;

- The comparison to the reference price, must be clear and must:
  - i. Use the same unit measure. The discount sale price shall not be expressed in a lower measurement unit than the unit being compared; and
  - ii. Compare products in the same condition. It is not possible to compare goods sold in packages with the unit value of each product in the package.

**b. Price Display in Shops**

- **Sales** - The signs, labels or lists must display, in a clearly visible manner:
  - i.** The new price (new rule: the reduction % shall not suffice),
  - and**
  - ii.** The lowest price previously charged,
- **Promotions** - In this case, the following must be included:
  - i.** The lowest price previously charged,
  - ii.** The discount price,
  - iii.** New rule: the duration thereof and
  - iv.** If any, the charges associated to the discounts.

**c. Other obligations:**

- The vendor will now be required to provide evidence of the lowest price previously charged;
- If more favourable conditions are offered than those offered for sales without price reduction, the vendor will have to prove there is a concrete and tangible benefit;
- If a product is being introduced onto the market for the first time, and whenever the price to be charged after the end of the discounted price period is announced, the vendor must prove that this price has actually been charged for a reasonable period in

the three months following the discounted price period;

- Where the vendor provides access to consumer reviews, the vendor must inform consumers whether it guarantees that these published reviews are made by consumers who have actually purchased the products and of the mechanisms or tools used for such purposes.

**2. UNFAIR COMMERCIAL PRACTICES**

- Several commercial practices will henceforth be deemed misleading, and will constitute serious economic offences, punishable by a fine ranging from €12,000.00 to €24,000.00. For example:
  - A.** Marketing activities aimed at promoting a good as being identical to a good marketed in other EU Member States, where that good is significantly different as regards its composition or characteristics;
  - B.** Providing the consumer with research results without disclosing the amount paid for advertising or other payments made to obtain a higher ranking of the products in the research results;
  - C.** Declaring that product ratings are provided by consumers who have actually used or bought the product without verifying whether those ratings are in fact published by those consumers;

- D. Providing false consumer ratings or recommendations;
  - E. Directing a person to make false assessments or recommendations;
  - F. Misrepresenting consumer ratings or recommendations on social media in order to promote products.
- It will henceforth be mandatory to include the following elements in the purchasing process. Failure to do so will also be deemed as a misleading practice, and will be subject to the fines referred to in the previous section:
- A. The arrangements for payment, delivery and performance;
  - B. The websites/apps/marketplaces must state whether the vendor is a professional trader, based on the representations made by the latter.
- In the event of an unfair commercial practice, including misleading practices, the consumer is entitled to:
- A price reduction (to buy the good at a lower price) or
  - Terminate the contract (to cancel the contract) by returning the product and getting a refund of the amount paid.

### 3. DISTANCE OR OFF-PREMISES PURCHASES (E.G. ONLINE)

- It will henceforth be mandatory to inform the consumer when the price displayed is customized on the basis of an automated decision;
- In addition to the contacts already provided, the consumer should also be informed of any other means of contact available (e.g., chat);
- Details of the existence and period of time of the guarantee of conformity of the goods, whenever Decree Law 84/2021 shall apply;
- The consumer may now terminate the contract within 30 days where the contract has been concluded:
  - i. At the consumer's place of residence
  - ii. During a visit organised by the supplier of goods or services, or by its representative or agent, outside their commercial establishment.

#### For further information:

#### TMT/IP PRACTICE AREA

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