TERMINATION ISSUES OF BUNDLES IN DISPUTE RESOLUTION

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A bundle should be considered to exist in situations where the elements of the bundle are provided or sold by the same provider under the same or a closely related or linked contract.

* At least internet access service or a publicly available number-based interpersonal communications service.

** equipment directly or indirectly connected to the interface of a public telecommunications network to send, process or receive information.
OTHER ARTICLES APPLICABLE TO ALL ELEMENTS OF BUNDLE

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- Contract summary information
- Transparency
- Contract duration and termination
- Switching
CHALLENGES BEFORE EECC: COMPETENCE OR DISCRETION

Criteria: if ECS interrelated and terminal equipment related to ECS (discount ↔ commitment)

- **Multi-ECS contract**: Right to terminate ECS agreement in full if provider breaches ECS which are necessary to provide other ECS or no possibility to provide separate ECS (2020)

- **Mixed contract**: Provision of ECS and purchase of terminal equipment + commitment to use services for certain period of time in return for discount – obligation to pay residual value upon termination irrespective of provider's fault (2020)

- **Purchase-sale contract**: of terminal equipment – legal consequences not related to consumer's commitment to use ECS for a certain period of time – RRT not competent (2021)
CASES AFTER EECC IMPLEMENTATION (2023-2024)

Pro rata temporis value

I) Irrespective of changes in the contractual conditions or material contract violation the end-user’s obligation to compensate pro rata temporis value for retained terminal equipments persists.

- Discounts provided to terminal equipments are not awarded.

Remaining service fee

II) In case where terminal equipment charges are not separately included in the contract – since compensation for retained terminal equipment claimed by provider was smaller than end-user’s remaining part of the service fee = compensation is fair.
Terminal equipment acquired before the ECS contract was concluded (2024)

- Consumer contested provider’s requirement to compensate discount provided to terminal equipment (phone);
- ECS contract was terminated after the end of the agreed contract period but before the end of term to pay for the phone;
- However provider specified that at the time of purchase of the phone parties were in a contractual relationship regarding the same phone number;
- Parties haven’t clearly agreed on the consequences of installments for the phone in case of contract termination;
- Consumer has not expressly confirmed his consent to the extension of ECS contract period;
- Conclusion: provider is not entitled to claim discount granted to terminal equipment.