

## Template Letter: Withdrawal from Distance Contracts

*(e.g., orders via catalog/order form, internet, phone)*

[Consumer's name and address]

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To [Company's name and address]

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### Re: Withdrawal from Contract

I hereby withdraw from the contract concluded for the purchase of the following goods/provision of the following service:

[Description of goods/service] \_\_\_\_\_

Order number, Listing ID: \_\_\_\_\_

Ordered on \_\_\_\_\_

Received on \_\_\_\_\_

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[Consumer's signature]

Date \_\_\_\_\_

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## Important Information About This Template:

**Reason for Withdrawal:** Under § 11 of the Austrian Distance and Off-Premises Sales Act (*Fern- und Auswärtsgeschäfte-Gesetz, FAGG*), consumers may withdraw from distance contracts **without stating a reason**.

A distance contract is concluded between a business and a consumer **without simultaneous physical presence**, organized via a distance sales or service system (e.g., catalog, internet, phone).

### Withdrawal Period & Start of Period:

- The withdrawal period is **14 days**, starting:
  - For goods: From the day of receipt (or last partial delivery).
  - For services/utilities/digital content (e.g., streaming): From the day of contract conclusion.
- The deadline is met if the withdrawal is **sent within 14 days**.
- If the business fails to inform the consumer about the right of withdrawal, the period extends to **12 months and 14 days** after receipt of goods/contract conclusion.

### Form of Withdrawal:

- No formal requirements, but businesses must provide a **template withdrawal form** (this document).
- Electronic submission (e.g., via website) is permitted if offered by the business.
- **Proof recommended:** Send via registered mail (*Einschreiben mit Rückschein*) and retain copies.

**Exclusions:** No right of withdrawal applies to:

1. Contracts outside FAGG scope (e.g., travel packages, passenger transport, gambling).
2. Custom-made/personalized goods (e.g., photo books).
3. Perishable goods or sealed items unhygienic to return (e.g., toothbrushes).
4. Digital content (e.g., downloads/streaming) if the consumer consented to early access and waived withdrawal rights.

### Consequences of Withdrawal:

- **Goods:** The business must refund all payments within 14 days of receiving the withdrawal. Consumers must return goods within 14 days (unless the business covers return costs).
- **Services:** For services already rendered before withdrawal, the consumer must pay a pro-rated fee.

**Special Rule for Unsolicited Calls:**

Contracts tied to prize promotions/lotteries initiated by the business via phone are **void**. For other services, the consumer is only bound after written confirmation.