

DRAFT LAW OF THE PRINCIPALITY OF ASTURIAS ON THE PROTECTION AND
DEFENCE OF CONSUMERS AND USERS

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EXPLANATORY MEMORANDUM

Protecting the rights of consumers and users is a fundamental principle of the social and democratic state governed by the rule of law and a priority for contemporary public policies, in response to the imbalances inherent in many consumer relations. Article 51 of the Spanish Constitution imposes on public authorities the obligation to ensure the protection of consumers by safeguarding their health, safety, and economic and social interests, and by promoting their information, education and participation. This mandate has been extensively developed by the State and Autonomous Community legislatures in the exercise of their respective competences.

Within the framework of that mandate, Article 11(8) of the Statute of Autonomy of the Principality of Asturias confers the powers of legislative development and enforcement in the field of consumer and user protection. In the exercise of the powers in the field of consumer affairs vested in the Principality of Asturias, Law 11/2002 of 2 December 2002 on Consumers and Users was adopted as a means of ensuring the protection of these rights at the regional level. This law, which was a pioneer at the time, has fulfilled its function as a reference regulatory framework for more than two decades. However, the profound social, economic, technological and regulatory changes produced since its entry into force, together with the need to adapt the regional legislation to the recent reforms of European and national law, make it necessary to replace it.

This Law addresses the need to provide the Government of Asturias with an up-to-date, consistent and systematic regulatory framework for the protection and defence of consumers and users, in line with the new principles and requirements of European Union law, the 2030 Agenda for Sustainable Development, the European Green Deal, the Circular Economy Action Plan and the evolving national framework.

The legislation is based on a cross-cutting and inclusive approach to consumer protection, incorporating principles such as sustainability, the circular economy, intergenerational equity, secure and ethical digital transformation, enhanced protection for vulnerable groups and respect for the Principality's linguistic and cultural rights.

The main axes of the Law include:

The explicit recognition of an updated catalogue of basic rights for consumers and users, strengthening their social, digital, environmental and economic dimension.

The assignment of positive responsibilities to consumers, in the spirit of shared responsibility and responsible consumption.

The precise regulation on the obligations of business operators, in particular with regard to the duty to provide information, contractual transparency, legal guarantees, the right to redress and digital rights.

Incorporating the green and circular economy perspective as a guiding principle, with concrete measures to promote the durability, repairability and reuse of products.

Strengthening the public consumer protection system by clarifying responsibilities, professionalising inspection activities, with a particular focus on the digital market, and fostering inter-administrative cooperation.

The law is structured into six titles. The Preliminary Title contains the subject matter, scope and guiding principles. Title I details the rights and duties of consumers and users. Title II establishes the obligations of business operators. Title III regulates responsible and sustainable consumption. Title IV addresses citizen participation and the formation of associations. Title V defines administrative organisation, inspection and enforcement of consumer affairs, and dispute resolution systems. Title VI develops the sanctioning regime, incorporating technical and legal criteria for a proportionate and effective response. Finally, there are the additional, transitional, repealing and final provisions.

This Law represents an ambitious and necessary regulatory advance. It strengthens the role of consumers and users as rights-holders and agents of social change, provides the Government of Asturias with modern and efficient tools for consumer protection and dispute resolution and places the region's legal framework at the forefront of EU and comparative consumer law.

With this legislation, the Government of Asturias fulfils its statutory responsibility and the constitutional mandate to protect consumers and users, providing a comprehensive, effective and rights-based response to the challenges of the 21st century, underpinned by legal certainty, technical rigour and social equity.

This law complies with the principles of good regulation contained in Article 129 of Law 39/2015 of 1 October 2015. Specifically, it adheres to the principles of necessity and effectiveness, as it is the essential tool for identifying the rights and obligations of consumers and users as well as those of the professionals and businesses that interact with them through the consumption of goods and services. The regulation complies with the principle of legal certainty as the text respects the constitutional division of powers by enshrining the regulation in a legal act of the requisite legal standing, as well as with the principle of efficiency, avoiding unnecessary or incidental administrative burdens. Finally, it complies with the principle of transparency as all procedural requirements were met during its preparation and sufficient publicity was given to all the documents forming part of the procedure in question.

PRELIMINARY TITLE

General provisions

Article 1. Purpose and scope

1. This Law establishes the legal framework for the protection, defence, safeguarding and promotion of the rights and legitimate interests of consumers and users in Asturias. It sets out the guiding principles for consumer relations, provides guidance for public authorities and promotes a culture of responsible, socially conscious and sustainable consumption.
2. It applies to all commercial activities and practices, whether in-person or online, that have an impact on the Asturian market, regardless of where the offer, advertisement or transaction originates.
3. This Law shall be applied in such a way as to respect the exclusive powers of the State to regulate the basic conditions that guarantee equality for all Spanish citizens in the exercise of their rights and the fulfilment of their constitutional duties, in commercial, procedural and civil matters, in order to establish the foundations and coordination of general economic planning, the foundations of the legal system and common administrative procedure, as well as the specific sectoral regulations applicable in each case.
4. For the protection of the legitimate economic and social interests of consumers and users, the commercial practices of business operator aimed at them are subject to the provisions of this Law, Law 3/1991 of 10 January 1991 on Unfair Competition, Law 7/1996 of 15 January 1996 on the Organisation of Retail Trade and Law 9/2010 of the Principality of Asturias of 17 December 2010 on Internal Trade.

Article 2. Definitions

1. For the purposes of this Law, and in accordance with Chapter I of Title I of Book One and Article 59 bis of the consolidated text of the General Law for the Protection of Consumers and Users and other supplementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007, the following definitions shall apply:

a) Consumer or user:

- I. Natural persons acting for purposes outside their commercial or business activity, trade or profession.
- II. Legal persons and organisations without legal personality that operate on a non-profit basis and outside the scope of any business or professional activity, provided that they are the end recipients of the goods, products or services.

- III. It shall not apply to persons who acquire, store, use or consume goods or services for the purpose of incorporating them into processes of production, processing, marketing or provision to third parties.
- b) Business operator or professional: Any natural or legal person, whether public or private, who acts, even on an occasional basis, in the course of a commercial or business activity or a trade or profession, including any person acting in the name and on behalf of another business operator or professional.
 - c) Consumer relationship: Any legal, contractual or non-contractual relationship between a consumer or user and a business operator or professional, which has as its object the acquisition, use or enjoyment of goods, products, services or digital content, whatever the means used, including the digital environment.
 - d) Good: Movable tangible property, including electricity, gas and water, provided that they are packaged or presented for sale in a defined volume or in specific quantities.
 - e) Good with digital elements: Any tangible movable object that incorporates digital content or services or is interconnected with them in such a way that their absence prevents the object from functioning as intended.
 - f) Product: Any good, service or digital service offered or made available to consumers on the market.
 - g) Digital content: Data produced and supplied in digital format, including software, applications, video, audio and text files, digital games and e-books.
 - h) Digital service: A service that enables consumers to create, process, store or access data in digital format, or to share, interact with or use digital data uploaded or generated by themselves or other users.
 - i) Consumer digital asset: A category that integrates goods with digital elements, digital content and digital services that are part of the commercial offer addressed to consumers or users.
 - j) Business premises: Any premises, property or mobile unit where a business operator carries out their retail activities on a regular or permanent basis.
 - k) Digital environment: The device (hardware), program (software) and any network connection that the consumer and user uses to access or make use of digital content or services.
 - l) Durable medium: Any medium that allows information intended for the consumer to be stored in an accessible and retrievable manner for as long as necessary, such as paper, email, USB stick, hard drive, text messages or other equivalent media.
 - m) Commercial guarantee: Any commitment made by a business operator or producer (the 'guarantor') to the consumer or user, in addition to their legal obligations with regard to the guarantee of conformity, to reimburse the price

paid or to replace, repair or provide a maintenance service related to the good or digital content or service, in the event of non-compliance with the specifications or any other requirement not related to the conformity of the good or digital content or service with the contract, set out in the guarantee declaration or advertising, available at the time or before the contract is entered into.

- n) Durability: The ability of a good to maintain its functionalities and performances in normal conditions of use for a reasonable period of time, taking into account its nature and intended use.
- o) Vulnerable consumers: Those who, due to personal, social, economic, physical, sensory, cognitive, language or technological circumstances – such as age, disability, level of income, digital divide, lack of knowledge of the language, migration status or level of education – are in a position of weakness or particular dependence that limits their ability to exercise their rights as consumers on an equal basis. This category may be defined by regulation.

2. In addition to the above, for the purposes of this Law, the following definitions shall apply:

- a) Consumer complaint: Those relating to relationships between consumers or users and business operators or professionals, concerning goods or services of common, ordinary and widespread use and where there is no competent sectoral administrative authority expressly designated by the applicable legislation.
- b) Repair: Action to return a defective good or waste to appropriate conditions for its intended purpose.
- c) Reconditioning: A set of operations designed to clean, test, maintain or repair a good in order to restore its functional performance to its original design standards.
- d) Repairer: Natural or legal person who, in the exercise of a business or professional activity, provides repair services.
- e) Commercial practice: Any act, omission, statement, conduct or communication – including advertising – by a business operator or professional, directly connected with the promotion, offer, sale or provision of goods, products or services.
- f) Pre-contractual information: A set of relevant information that must be provided to the consumer in a clear, accurate and accessible manner, and in a form appropriate to the means of contracting used, prior to the contract being entered into, particularly in the case of distance contracts, off-premises contracts or contracts entered into through online intermediation services.
- g) Repairability requirements: The legally established requirements enabling the good to be repaired, including requirements to improve the ease of disassembly and requirements relating to access to spare parts, information and tools related to repair applicable to specific goods or components of the goods concerned.

- h) Repairability score: An index that expresses the degree of repairability of a good, in accordance with harmonised criteria established by regulation at EU level.

- p) Commercial durability guarantee: The commercial guarantee whereby the producer is directly responsible to the consumer for bringing the goods into conformity throughout the duration of the guarantee, when the goods do not maintain their durability.

Article 3. Guiding principles of administrative action

1. The actions of the Government of Asturias, in the exercise of its powers in the field of consumer affairs, shall be governed by the following formal legal principles:
 - a) Legality
 - b) Legal certainty
 - c) Effectiveness and efficiency
 - d) Objectivity and impartiality
 - e) Coordination and inter-administrative cooperation
 - f) Good governance
 - g) Transparency and accountability
 - h) Accessibility and personalised service
 - i) Proportionality

2. Likewise, the following material or substantive principles shall guide this action:
 - a) Equality and non-discrimination
 - b) Citizen participation
 - c) Focus on diversity
 - d) Universal accessibility
 - e) Protection of vulnerable consumers
 - f) Sustainability and the circular economy
 - g) Precautions regarding health and safety
 - h) Inclusive and secure digitalisation

3. Administrative intervention in consumer affairs should be aimed at achieving the following objectives:
 - a) ensuring the effective protection of the rights of consumers and users, particularly in essential sectors or those of general interest;
 - b) preventing risks to the health, safety and economic interests of consumers;
 - c) promoting responsible, inclusive, sustainable and transparent consumer environments;

- d) encouraging all market players to take joint responsibility for improving the quality of consumption and ensuring equitable access to goods and services;
- e) facilitating swift, accessible and effective access to information, training, complaints procedures and out-of-court dispute resolution;
- f) encouraging consumers and users to prioritise reducing the environmental impact of their consumption choices, by favouring durable, repairable and recyclable products, and minimising waste generation, in line with the principles of the circular economy and resource efficiency.

TITLE I

Rights and duties of consumers and users

CHAPTER I

Basic rights of consumers and users

Article 4. General guide to the rights of consumers and users

1. Consumers and users, in accordance with Article 8 of the consolidated text of the General Law for the Protection of Consumers and Users and other supplementary legislation, shall be entitled to the following rights:

- a) protection against risks likely to affect their health or safety;
- b) protection of their legitimate economic and social interests, in particular against unfair commercial practices and the inclusion of unfair terms in contracts;
- c) compensation for damages and redress for harm suffered;
- d) accurate information on the goods or services in question in a format ensuring its accessibility, as well as education and information to facilitate understanding of the proper use, consumption or enjoyment of those goods or services and to help consumers and users make decisions that are in their best interests;
- e) to be consulted, to participate in the process of drafting general provisions that directly affect them and to have their interests represented through legally established consumer and user associations, groups, federations or confederations;
- f) to have their rights protected through effective procedures, particularly in the case of vulnerable consumers.

2. In addition to the above, the following rights are recognised for the purposes of this Law:

- a) to protection against risks to their physical and mental well-being;
- b) to receive information that is accurate, comprehensive, understandable, accessible, up to date and in appropriate formats;
- c) to education and training on consumer affairs;

- d) to the representation of their general interests, especially through the organisations of consumers legally constituted in the manner legally established;
- e) to advice from public authorities on legal, administrative and technical protection;
- f) to responsible, ethical and sustainable consumption;
- g) to equal treatment, non-discrimination and universal accessibility;
- h) to protection against unfair commercial practices, particularly in digital environments;
- i) to effective and accessible complaint and out-of-court dispute resolution channels;
- j) to enhanced protection in situations of vulnerability.

Article 5. The right to health and safety protection

1. Consumers and users shall have the right to expect that the goods, products, services and activities made available to them do not pose any unacceptable risks to their health or to their physical or mental well-being, under normal or reasonably foreseeable conditions of use.
2. This right encompasses protection against direct or indirect, visible or hidden, immediate or deferred risks arising from physical, chemical, biological, technological or environmental factors.
3. Information on foreseeable risks must be clear, understandable and accessible, and include appropriate warnings, instructions and preventive measures.
4. The competent public authorities shall ensure this right through inspections, oversight, the withdrawal of dangerous products and the adoption of preventive or sanctioning measures, in accordance with the provisions of this Law and its implementing regulations.
5. Particular attention shall be paid to protecting those who are most vulnerable, such as children, older people, people with disabilities and those facing social or digital exclusion.

Article 6. The right to protection of economic and social interests

1. Consumers and users shall be entitled to have their legitimate economic and social interests respected throughout the entire consumer relationship, from the initial offer through to the fulfilment of the contract.
2. This right includes protection against unfair commercial practices, unfair contract terms, lack of conformity, premature obsolescence, opaque financial conditions, non-transparent pricing or any other conduct that causes unjustified financial harm.
3. It also includes the right to fair consideration, to the proper performance of the contract, to the exercise of guarantee rights and to access to repairs, refunds or compensation.
4. Particular attention shall be paid to safeguarding freedom of choice, equitable access to essential goods and services and people in situations of economic or social vulnerability.

5. The public authorities shall protect these interests through policies aimed at regulating consumption, ensuring contractual transparency and promoting accessible and affordable services.

Article 7. The right to receive information that is accurate, comprehensive, understandable, accessible, up to date and in appropriate formats

1. Consumers and users shall have the right to receive accurate, comprehensive, clear, understandable, up-to-date, accessible and free information about the goods, products, services or activities available on the market, under conditions that enable them to make free, informed and responsible consumer choices.
2. This right includes, at the very least, information on:
 - a) the essential characteristics of the product or service;
 - b) the total price, including taxes and surcharges;
 - c) the terms and conditions, rights, guarantees and payment methods;
 - d) the identity of the provider and customer service channels;
 - e) the right of withdrawal and the complaints procedure.
3. The information must be presented in an accessible manner, in formats suited to the needs of vulnerable consumers, and must avoid practices involving concealment, ambiguity or manipulative design.
4. In digital environments, visible, permanent and free access to essential information must be ensured prior to entering into a contract and throughout the contract period, without requiring prior registration.
5. The information must be provided, at the very least, in Castilian Spanish. The Government shall encourage the use of Asturian and Galician-Asturian in accordance with the legislation in force.
6. The use of false, misleading or deceptive information shall be deemed a prohibited practice under the terms of this Law.
7. The relevant public authority shall ensure that this right is upheld through oversight measures, information campaigns and verification and labelling schemes.

Article 8. The right to consumer education

1. Consumers and users shall have the right to receive appropriate, ongoing and accessible consumer education designed to help them understand their rights and responsibilities, identify unfair practices and promote responsible, sustainable and critical consumption.

2. The Government of Asturias shall organise, promote and deliver consumer education and training programmes in which organisations whose remit or area of expertise relates to consumer issues may participate.
3. In particular, with regard to schoolchildren, the competent authorities responsible for education, consumer affairs, health and any other stakeholders shall work together in a coordinated manner to take all appropriate measures to ensure that schoolchildren acquire the knowledge and habits necessary for responsible consumption.
4. Consumer education programmes shall aim to:
 - a) raise awareness of consumers' rights and responsibilities and the means of protection available to them;
 - b) take a holistic approach to consumer issues and their close links with health and safety, the environment, finance, technological progress, advertising, conflict resolution and any other related sectors;
 - c) enhance training for public sector staff responsible for consumer protection, particularly those involved in oversight, providing information and offering guidance to consumers;
 - d) work with teaching staff to develop consumer education across all levels of education;
 - e) promote and develop, in collaboration with business organisations, training on consumer affairs across the various business sectors.
5. In addition, the Government of Asturias shall implement the following measures in the field of consumer education and training:
 - a) it shall promote the publication of educational materials to support consumer education and training;
 - b) it shall help to promote and organise information and education campaigns on responsible consumption;
 - c) it shall promote the dissemination of information and access to education for citizens as consumers, working with consumer and user associations in the region to develop ways for them to participate actively in institutional information and education campaigns;
 - d) it shall promote the creation of consumer information spaces and programmes in both publicly and privately owned media.
6. For the provision of consumer training services, a network of Consumer Training Centres shall be maintained and incentivised.

Article 9. The right to representation, participation and consultation

1. Consumers and users shall have the right, upon request, to be represented, to participate actively and to be consulted on matters that directly or indirectly affect their rights and interests, both individually and through consumer and user organisations.

2. The Government of Asturias shall guarantee this right through:
 - a) effective participation in the design and evaluation of public consumer policies;
 - b) inclusion in consultative, advisory and participatory bodies dealing with consumer affairs, in accordance with the terms set out in the relevant regulations;
 - c) prior consultation when drafting regulations affecting consumer affairs;
 - d) the promotion of digital platforms, online consultations and accessible participatory mechanisms.
3. The most representative legally established consumer and user associations shall be recognised as valid stakeholders by the Government of Asturias in consultation processes, the drafting of regulations and the evaluation of public consumer policies.

Article 10. Right to legal, administrative and technical protection

1. Consumers and users shall have the right to receive legal, administrative and technical protection advice from public authorities, both individually and collectively, in order to ensure effective respect for their rights.
2. The Government of Asturias and local authorities, within the scope of their respective powers, shall ensure this protection through:
 - a) the free and efficient handling of claims, complaints and reports;
 - b) inspection activities, the adoption of interim measures and the exercise of sanctioning powers;
 - c) consumer advice, either provided directly or through agreements between the Government of Asturias and accredited organisations;
 - d) the promotion of out-of-court dispute resolution mechanisms, such as arbitration or mediation.
3. Consumers shall have the right to access effective judicial protection, through individual or collective actions, in accordance with Article 15 of Law 1/2000 of 7 January 2000 on Civil Procedure.
4. Legally established consumer associations may represent their members before the authorities and in court, and may bring collective actions in defence of the general interests of consumers, in accordance with the provisions of this Law.

Article 11. The right to sustainable and responsible consumption

1. Consumers and users shall have the right to engage in informed, critical, responsible and sustainable consumption, aimed at preserving the environment,

promoting social equity, protecting human and labour rights and mitigating climate change, throughout the entire distribution and marketing chain.

2. The Government of Asturias and local authorities, within the scope of their respective powers, shall implement measures to facilitate the effective exercise of this right through public policies that:

- a) promote consumption patterns compatible with sustainable development, the circular economy, energy efficiency, the reduction of food waste and the minimisation of the use of single-use plastics;
- b) promote transparency on the life cycle of products, their manufacturing conditions, their ecological and social footprint and their potential for reuse, repair and recycling;
- c) discourage compulsive, unnecessary or harmful consumption that is contrary to fundamental rights, health or the environment.

3. Regional consumer policies shall incorporate the principle of sustainability across the board into administrative action, inspection, information provision, education, arbitration and dispute resolution systems.

4. The Government shall promote the co-responsibility of economic operators through:

- a) promoting corporate social responsibility and voluntary adherence to codes of conduct, eco-labels, environmental certifications and clean production commitments;
- b) promoting eco-design and consumption models based on refurbishment, rental, shared use and other collaborative approaches;
- c) guaranteeing access to affordable, effective and transparent repair services, with clear information on repair times, maintenance and guarantee terms.

5. Consumers have the right to receive accurate, understandable and comparable information on the environmental impact of products and services, their durability, composition, recyclability, potential for reuse and eco-labelling.

6. The Government of Asturias shall promote the incorporation of content on responsible consumption in all educational stages and in the continuous training of adults, integrating the environmental, social, cultural and economic dimensions of consumption.

7. It shall also run public awareness campaigns to encourage changes in behaviour, raise environmental awareness, reduce waste generation and empower consumers to play an active role in a fair ecological and digital transition.

8. The competent regional ministry may introduce support measures and incentives for projects, initiatives, businesses and organisations that promote

sustainable, local and collaborative consumption, as well as for local authorities that develop policies consistent with these objectives.

Article 12. The right to equal treatment and non-discrimination

1. Consumers and users shall have the right to equal treatment and to not be subjected to direct or indirect discrimination in accessing, using or enjoying the goods and services offered to the public, regardless of their nationality, racial or ethnic origin, sex, sexual orientation or gender identity, religion or beliefs, age, disability, health status, language, socio-economic status, place of residence, ideology or any other personal or social circumstance.

2. Any conduct or commercial practice that involves unjustified unequal treatment or exclusion prior to entering into a contract, during the contract period or in the provision of the service is prohibited, unless there is an objective, reasonable and proportionate justification, duly substantiated and free from prejudice or stereotypes.

3. The competent authority shall ensure, in particular, the eradication of:

- a) discriminatory practices in access to essential services of general interest, such as energy supply, water, telecommunications, transport, housing, financial services and digital services;
- b) segmentation or differentiation in prices or contractual terms based on personal or social factors that are not legally permitted;
- c) digital exclusion due to age, educational attainment, disability or other forms of structural inequality.

4. The Government shall run awareness-raising and training campaigns aimed at professionals, businesses and organisations, with a view to preventing discrimination and fostering a culture of respect, diversity, inclusion and fairness in consumer relationships.

5. Equal treatment shall be guaranteed, which involves:

- a) the existence of channels that are accessible and understandable for all consumers;
- b) respect for language rights in accordance with the regulations in force;
- c) the adaptation of information, communication, procedures and personalised care to the needs of people with disabilities, older people or people in particularly vulnerable situations, in accordance with the principles of universal accessibility and design for all.

6. Consumer and user associations, as well as organisations representing particularly vulnerable groups, may collaborate with the Government in the detection, reporting and eradication of discriminatory practices, as well as in the development of protocols, prevention tools, training and action.

7. The public consumer services shall pay particular attention to the exercise of this right, and shall conduct their inspection, oversight, mediation, arbitration and sanctioning functions with a view to equality and non-discrimination.

8. The competent public authority shall ensure, in particular, the prevention, detection and sanctioning of discriminatory practices in the field of consumption, promoting awareness-raising and training campaigns and facilitating the involvement of associations of consumers and vulnerable groups in complaint procedures.

Article 13. *The right to universal accessibility*

1. Consumers and users shall have the right to universal accessibility in the access, use, understanding and enjoyment of goods, products and services, on an equal basis and without discrimination based on disability, age, educational level, socio-economic status, language or any other personal or social circumstance.

2. This right entails ensuring that environments, processes, facilities, technologies, information, products, services and communication channels are accessible, secure, understandable, usable and practicable for everyone, independently, continuously and to the same standard.

3. Natural or legal persons, whether public or private, who offer goods, products or services on the market must ensure that these comply with the principle of universal accessibility and design for all, in accordance with the applicable legislation on equality, disability, accessible technologies and consumer affairs.

4. In particular, consumers and users have the right to:

- a) receive pre-contractual, contractual and post-contractual information in a clear, understandable and up-to-date manner, and in suitable formats, including formats that are accessible to people with visual, hearing or cognitive impairments;
- b) access customer services through accessible alternative channels, such as sign language, augmentative or alternative communication systems, easy reading, subtitling, interpreters or personalised assistance;
- c) ensure that premises, offices, digital platforms, sales channels, self-service terminals, mobile apps and websites can be used without hindrance, in accordance with legally required accessibility standards;
- d) participate on an equal footing in complaints procedures, mediation, arbitration or other administrative or judicial proceedings relating to consumer matters, with the necessary reasonable adjustments or support.

5. The Government of Asturias and local authorities, within the scope of their respective powers, shall ensure the effective exercise of this right, in collaboration with organisations representing people with disabilities, older people and particularly vulnerable groups. To that end:

- a) it shall promote the training of consumer service staff on universal accessibility;
- b) it shall develop tailored protocols, guides and materials to help consumers exercise their rights;
- c) it shall incorporate accessibility criteria into procedures for the approval, inspection and oversight of commercial premises, activities and platforms.

6. Consumer and user associations may participate in the design, evaluation and monitoring of public policies aimed at ensuring universal accessibility in consumer relationships, in accordance with the principles of participation and transparency.

Article 14. The right to protection against unfair commercial practices in digital environments

1. Consumers and users shall have the right to be protected against any unfair, misleading, aggressive, manipulative, opaque or abusive commercial practices carried out in digital environments, including websites, apps, social media, online platforms, digital marketplaces or any other channel used for the promotion, offer or sale of goods, products or services.

2. This right guarantees respect for the dignity, freedom of choice, privacy, informed consent and best interests of consumers, with particular attention paid to minors, older people, people with disabilities and those in vulnerable situations.

3. In particular, consumers and users have the right to:

- a) not be subject to misleading or manipulative design techniques, such as dark patterns, barriers to withdrawal, consent mazes, emotional pressure or behavioural interference.
- b) receive clear, accessible and understandable information regarding the identity of the offerer, the commercial nature of the content, the algorithms used to determine the prioritisation or personalisation of content and the content moderation or filtering systems, including any biases resulting from automated decisions;
- c) be aware of and control the use of their personal data for commercial or advertising purposes, for the personalisation of prices, or for any other purpose that affects their behaviour as a consumer;
- d) be informed, in advance and in a clear and prominent manner, of the existence of surreptitious advertising, fake reviews, manipulated ratings or similar practices that may mislead consumers regarding the characteristics, conditions or benefits of the goods or services;
- e) access effective, accessible and free mechanisms for making complaints and resolving disputes arising from online transactions, including out-of-court dispute resolution schemes recognised under current legislation.

4. Digital service providers operating wholly or partly within Asturias shall:
 - a) align their practices with the principle of fairness in the digital environment and take effective measures to prevent and correct abusive, unfair or manipulative behaviour;
 - b) implement policies for the transparency, monitoring and auditing of their automated recommendation, price personalisation, targeted advertising and content classification systems;
 - c) provide accessible customer service channels, at no extra cost, enabling consumers to exercise their rights in a simple, effective manner and without undue barriers.
5. The Government of Asturias shall promote active monitoring of digital environments through early-warning systems, algorithmic audits and collaboration with other regional, national and EU authorities, with a view to preventing, detecting and sanctioning infringements of consumer protection regulations in the digital environment.

Article 15. The right to effective complaints and out-of-court dispute resolution channels

1. Consumers and users shall have the right to lodge complaints, claims and reports with companies or organisations that supply goods, products or services, as well as, where appropriate, with the relevant public authority. They also have the right to have effective, accessible, free and flexible means for the out-of-court resolution of consumer disputes.
2. This right includes at least the following guarantees:
 - a) simple, free, accessible and effective procedures for lodging complaints directly with business operators, without disproportionate or discriminatory barriers;
 - b) the right to receive a reasoned response within the legally prescribed time limits, as well as to be kept informed of the progress and outcome of the complaint;
 - c) access to out-of-court dispute resolution mechanisms, such as consumer arbitration, mediation or accredited alternative dispute resolution bodies, at both national and EU level;
 - d) the possibility of exercising collective and associative actions, through legally recognised organisations, in defence of individual or collective rights and interests.

3. Business operators must provide clear, accessible and easy-to-find information, both in their physical premises and on their digital platforms, regarding:

- a) internal customer service channels, including email, a freephone number or a number charged at the standard local rate, and other written or digital channels;
- b) the availability of official complaint forms, in paper and/or electronic format, as well as the procedures in place for obtaining and submitting them;
- c) their participation, where applicable, in the Consumer Arbitration System or other out-of-court mechanisms, indicating the competent body and the conditions of access;
- d) the available formal complaints procedures, including the option of contacting consumer authorities or accredited alternative dispute resolution bodies.

4. The Government of Asturias and local authorities, within the scope of their respective powers, shall ensure the provision and operation of public consumer services, both in-person and online, that provide information, assistance and the handling of complaints.

5. They shall also promote awareness and use of the Consumer Arbitration System, shall encourage mediation as a voluntary means of dispute resolution and may enter into cooperation agreements with accredited national or cross-border alternative dispute resolution bodies.

Article 16. The right to protection for consumers and users in vulnerable situations

1. Consumers and users in vulnerable situations, whether due to social, economic, physical, sensory, cognitive or emotional factors, or due to any other circumstances that limit or hinder the equal exercise of their rights, shall be entitled to enhanced, specific and effective protection provided by public authorities and economic operators.

2. The competent public authority must incorporate specific measures to protect vulnerable consumers into consumer policies through:

- a) mechanisms to make information, communication and complaint procedures accessible;
- b) consumer training and education programmes adapted to the different vulnerable groups;
- c) strengthened public consumer services in key sectors, with a particular focus on high-risk situations;
- d) coordination with social services, consumer associations, third sector organisations and local authorities to identify and provide early support in such situations.

3. Business operators must take into account the specific needs of vulnerable groups when designing, marketing and providing goods, products and services, avoiding any form of direct or indirect discrimination, and taking reasonable measures to accommodate or support them.

4. In particular, service providers must:

- a) refrain from practices likely to mislead or confuse people with a lower capacity to understand or with a low level of information;
- b) offer accessible customer support and information channels, especially in digital environments;
- c) avoid contractual, technical or financial conditions that are disproportionate or unreasonably onerous for people in vulnerable situations.

Article 17. Recognition of other consumer rights

In addition to the rights expressly recognised in this Law, consumers and users in Asturias shall enjoy any other rights conferred upon them, whether mandatory or protective, by current European Union or national legislation.

CHAPTER II

Duties of consumers and users

Article 18. General duties of consumers and users

1. In addition to the rights granted by law, consumers and users shall have the following basic obligations in their consumer relationships:

- a) to use goods, products and services diligently, responsibly and appropriately, in accordance with their nature, intended purpose, instructions for use, safety warnings, contractual terms and, where applicable, the sustainability and efficiency recommendations issued by manufacturers, distributors or service providers;
- b) to inform themselves, with due diligence, about the essential characteristics of the goods and services, the conditions of purchase and use, and their rights and obligations;
- c) to exercise their rights in accordance with the principles of good faith, fair dealing and equity, and to refrain from abusing the law or circumventing it;
- d) to behave respectfully in their relationships with company staff, suppliers of goods and services and the relevant public authorities;
- e) to make responsible use of public resources allocated to the protection and defence of their rights as consumers.

2. Consumers and users must act responsibly when entering into contracts, purchasing and using goods and services, avoiding unfair, abusive or irresponsible consumer practices.

3. They must also retain contractual documents, proof of payment, guarantees and other supporting documents relating to their consumer relationships, in order to facilitate the exercise of their rights and the verification of a business operator's compliance.

Article 19. Responsible use of goods, products and services

1. Responsible use of goods, products and services means refraining from any abusive, negligent or fraudulent use that may cause damage to third parties, the environment, public resources or the good or service itself.

2. The following shall be considered irresponsible use:

- a) failure to comply with the instructions for use, maintenance or care, where this entails deterioration, loss of functionality or risk to safety;
- b) the use of the good or service for purposes contrary to the law, contractual conditions or socially accepted uses.

Article 20. Collaboration with the Government

1. Consumers and users shall have a duty to collaborate with the competent authority in protecting their rights, as well as in improving the quality and safety of goods, products and services on the market.

2. This collaboration may take the form, inter alia, of:

- a) providing accurate and complete information as required in administrative procedures, inspections or investigations relating to consumer affairs;
- b) lodging complaints, claims or reports when they become aware of practices that contravene the regulations or that may affect the health, safety or financial interests of other consumers or the public interest;
- c) participating in the consultation, representation and participation mechanisms promoted by the competent authority or by legally recognised consumer organisations;
- d) reporting incidents, faults, risks or irregularities in the functioning of products, services or facilities of which they have direct knowledge.

3. The Government shall promote this collaboration through awareness-raising campaigns, education on responsible consumption and improved accessibility to communication channels, with a particular focus on vulnerable consumers.

Article 21. The duty to respect and make responsible use of consumer rights

1. Consumers and users must exercise their rights while respecting the legitimate interests of other consumers, as well as the public interest, thereby promoting equitable, fair and sustainable access to goods, products and services.
2. In particular, they must refrain from:
 - a) engaging in conduct that prevents or hinders equal access to essential goods or services;
 - b) harming, hindering or distorting the effectiveness of collective procedures to protect and defend the rights of consumers;
 - c) using complaints or dispute resolution mechanisms in an abusive, repeated or unfounded manner or in bad faith, especially through actions with a fraudulent or dilatory purpose.
3. The exercise of the right to make a claim must be in accordance with the principles of diligence, reasonableness and good faith, without prejudice to the full recognition and guarantee of the rights provided for in this Law.

TITLE II

Obligations of business operators

Article 22. Duty of information and transparency

1. Business operators shall be required to provide consumers and users with all relevant information regarding the goods, products, activities or services they offer or sell, as well as the essential terms and conditions governing their purchase, use or contract, in a manner that is clear, accurate, comprehensive, accessible, understandable and up to date. This information shall include, at a minimum, the essential characteristics of the product or service, the total price (including taxes and surcharges), the terms and conditions, rights, guarantees and payment methods, the identity of the supplier and customer service channels, and details of the right of withdrawal and complaints procedures.
2. The information must be provided at least in Castilian Spanish and, where appropriate, in the official or protected language of Asturias, in accordance with the applicable language regulations. In any event, it must be provided in advance, in an effective manner and at no additional cost, via the same channel used for the offer, promotion or contract, including digital environments.
3. The duty of transparency requires that business operators refrain from using ambiguous, incomplete or misleading language, making material omissions, or employing any marketing techniques that make it difficult for consumers and users to understand key information.

4. In distance contracts, off-premises contracts or contracts entered into via digital means, the information must be adapted to the medium used and ensure that it is easily accessible and can be retained, in accordance with applicable national and EU legislation.
5. The advertising information shall be binding on the business operator in accordance with the provisions of the relevant national legislation and this Law, and its content shall be incorporated into the contract.
6. Business operators must display, in a clearly visible place, both in their physical and digital premises, their tax identification number, registered office or business address, contact details, opening hours and complaint forms or systems, as well as any other information required by sector-specific or local regulations.
7. Where required by national or EU legislation, harmonised labels must be displayed in a visible, legible and accessible manner on the product, its packaging or marketing material, including digital platforms, particularly in relation to energy efficiency, safety, environmental impact or eco-labelling.

Article 23. Information in the commercial offer of goods and services

1. Commercial offers enabling the consumer to decide to enter into a contract shall contain at least the following information.
 - a) The name, business name and full address of the business operator responsible for the offer and, where applicable, of the person on whose behalf they are acting.
 - b) The essential characteristics of the goods or services in a manner that is appropriate to their nature and the means of communication used.
 - c) The full final price, including taxes, with a breakdown of discounts, increases and additional expenses, where applicable. If the price cannot be determined accurately, the basis for calculation shall be indicated. If there are any unforeseen additional costs, these must be disclosed and, where known, their estimated amount must be stated. In the case of distance or off-premises contracts, where the price has been personalised through automated decision-making, this must be clearly stated. The final price may not be increased on the grounds of emergency, risk or necessity. When reselling tickets, the final price must not exceed the original price, unless it has been adjusted in line with the CPI.
 - d) Payment procedures and delivery or performance deadlines, if these differ from those normally required by professional standards.
 - e) Existence of the right of withdrawal, where applicable.

- f) In online marketplaces, if the third-party provider has the status of business operator, as declared to the market provider.
 - g) In pre-packaged products with a constant nominal quantity, or several units of product packaged in units of constant size, consumers must be informed in a clear and understandable manner when the quantity or number of units included in the package is reduced and this reduction results in an increase in the price per unit of measurement, while maintaining the same or similar design in its container or packaging.
2. The information must be provided in a clear, understandable and accurate manner and in accessible formats, particularly when it is aimed at vulnerable consumers.
3. Digital interfaces that allow keyword searches must include a specific section providing information on:
- a) the main parameters for classifying results;
 - b) their relative importance compared with others, except in the case of online search engines.
4. If access to consumer reviews is permitted, it must be stated whether or not their authenticity has been verified, as well as the verification procedure, where applicable.
5. Where comparison services relating to environmental or social characteristics are provided, information must be provided on the method of comparison, the goods and services included, the suppliers involved and the measures taken to keep the information up to date.
6. The burden of proof regarding compliance with disclosure requirements lies with the business operator.
7. Failure to comply with the provisions of this Article shall be considered an unfair commercial practice.

Article 24. Pre-contractual information

Without prejudice to the provisions of national legislation and the following article, business operators trading in Asturias must provide the following pre-contractual information, depending on the medium used, the type of good or service, and the method of contracting:

- a) main characteristics of the good or service;

- b) business operator's details, including the company name, trading name, full address and telephone number;
- c) total price, including taxes and charges, the method of calculation where this cannot be determined and any additional or incidental costs;
- d) payment, delivery and performance procedures, including specified deadlines;
- e) with regard to guarantees, the harmonised notice must be clearly highlighted, as must the harmonised label where applicable, the existence of the legal guarantee of conformity and after-sales services and commercial guarantees;
- f) duration of the contract and conditions of termination;
- g) language(s) of the contract;
- h) existence of the right of withdrawal, including the time limit for exercising that right and the manner in which it is to be exercised;
- i) functionality of goods incorporating digital elements, including content or services;
- j) known or reasonably expected compatibility and interoperability;
- k) minimum duration of availability of software updates, when it has been communicated to the distributor;
- l) complaints-handling procedures and available out-of-court dispute resolution mechanisms;
- m) repairability score, where applicable;
- n) failing that, information on the availability and estimated cost of spare parts, repair and maintenance instructions and any applicable restrictions, where the manufacturer has made this information available to the distributor.

Article 25. Pre-contractual information and specific terms and conditions of distance or off-premises contracts

1. In distance or off-premises contracts, including digital contracts, business operators must ensure that consumers receive, before being bound by the contract, information that is complete, clear, understandable, accessible and free of charge, and tailored to their needs, particularly in the case of vulnerable consumers.

2. In particular, at least the following details must be provided, on a durable medium and prominently:

- a) main characteristics of the good, product, content or digital service;
- b) full details of the business operator, including effective digital contact details;
- c) identity of the person on whose behalf they are acting, where applicable;
- d) total price, including taxes and any foreseeable additional costs, or the basis for calculation if this cannot be determined;
- e) indication, where appropriate, that the price has been personalised through automated decisions;
- f) payment, delivery, performance and complaints management procedures;
- g) language of the contract, if different from that used for the pre-contractual information;
- h) right of withdrawal, its time limit, conditions, procedure and form;
- i) cost of return, when it must be borne by the consumer;
- j) obligation to pay reasonable costs in the event of early commencement of the service;
- k) exclusion or loss of the right of withdrawal, where applicable;
- l) key information on guarantees (notice, label, legal guarantee);
- m) minimum duration of updates, if provided by the producer;
- n) existence and conditions of commercial guarantees or after-sales assistance;
- o) duration of the contract or conditions of automatic termination;
- p) minimum duration of the contractual obligations assumed by the consumer;
- q) required financial guarantees, such as securities or deposits;
- r) functionality of digital elements and technical protection measures;
- s) compatibility and interoperability known or reasonably foreseeable;
- t) access to out-of-court dispute resolution mechanisms, provided the employer is a member of such a scheme;
- u) repairability score, where applicable;
- v) failing this, information on spare parts, estimated cost and repair restrictions, if communicated by the producer.

3. In addition, business operators must:

- a) confirm without undue delay the receipt of the order and provide a copy of the contract on a durable medium;
- b) clearly label the order button with the phrase 'order with payment obligation' or equivalent;
- c) provide free and accessible means for exercising rights and accessing online services;
- d) avoid the use of interfaces that hinder the exercise of rights ('dark patterns');
- e) guarantee digital accessibility in accordance with current regulations.

4. In the case of digital content or services not supplied on a tangible medium, the right of withdrawal ceases to apply if the consumer expressly consents to the commencement of the supply and acknowledges the loss of that right.
5. Digital platforms must provide clear and accessible information on:
 - a) identity of the third-party supplier and whether it acts as a business operator;
 - b) applicable liability regime;
 - c) criteria for the classification or prioritisation of results, and influence of payments or advertising agreements;
 - d) existence of financial or contractual links that could affect the results.
6. The Government of Asturias may request from platforms, operators or intermediaries the information necessary to verify compliance with the obligations set out in this Article.

Article 26. Duty to provide supporting documentation

1. Business operators shall provide, free of charge, immediately and on a durable medium, supporting documentation or a copy of the contract entered into with the consumer or user, clearly setting out the essential details of the transaction for the purchase, contracting or provision of the good, product or service.
2. The supporting documentation must include, as a minimum and depending on the nature of the contract, the following information.
 - a) Details of the business operator, including the company name, trading name (if applicable), tax registration number, registered address and contact details. In the case of distance or electronic contracts, or where required by sector-specific regulations, an email address or digital channel set up for customer services must also be provided. In the case of in-person contracts, it is sufficient to include such an email address if there is a digital channel accessible to the consumer.
 - b) Identify of the consumer or user, when required by the nature of the contract.
 - c) Detailed description of the goods or services purchased, including the total price (including tax), any discounts, additional costs (if applicable), delivery terms and return or exchange policies.
 - d) Date on which the contract was entered into or the purchase made, and the scheduled date and terms of delivery or provision of the service.
 - e) Where applicable, general and specific conditions of the contract, including those relating to withdrawal, legal and commercial guarantees, deadlines, after-sales services, early termination or renewal.
3. In the case of contracts entered into by digital or electronic means, supporting documentation shall be provided on a durable medium, via email or an equivalent

means designated by the consumer, ensuring in all cases that it may be downloaded, archived and retained.

4. Business operators must retain, for the period prescribed by law, a copy of the supporting documentation or of the contract signed or accepted electronically, in order to demonstrate compliance with their contractual obligations, particularly regarding pre-contractual information, withdrawal rights and guarantees.

5. In the case of off-premises contracts or those entered into through aggressive or persistent sales techniques, the supporting documentation must be provided in paper format, unless the consumer has given their express consent to the use of an alternative medium.

6. Any amendment to the contract that affects its essential terms must be communicated to the consumer in a verifiable manner and in good time, either through the same channel used to enter into the contract or via the means designated by the consumer.

7. In the case of services provided by garages for the repair of motor vehicles, their equipment or components, as well as for home repair services or repairs to domestic appliances, the business operator must provide, upon receipt of the product or order, a deposit receipt, quote or repair order, in accordance with the requirements set out in the relevant regulations. The corresponding invoice must also be issued.

8. The quote may be accepted or rejected expressly by electronic means. However, if the deposit receipt or work order is provided in paper form, the waiver must be handwritten using the following phrase: 'I accept the quote and authorise the repair,' signed by the customer.

9. Deposit receipts, quotes, repair orders and invoices shall be issued in duplicate, with one copy given to the consumer, and must be retained for a minimum period of 12 months from the expiry of the guarantee or, failing that, from the date of issue if the repair was not carried out.

Article 27. Legal guarantee of conformity

1. Under the terms of the General Law for the Protection of Consumers and Users, business operators must ensure that the goods, products, digital content or digital services offered, delivered or provided to consumers and users comply with the conformity requirements established in the regulations in force, and that they comply, at the time of delivery or supply, with the contractually agreed terms and the legitimate expectations generated, in particular through advertising or labelling.

2. Conformity shall be deemed to exist when the goods or services:

a) are fit for the ordinary purposes for which they are intended;

- b) correspond to the description provided and possess the qualities set out by the business operator, producer or other parties involved in the transaction;
 - c) meet the standards of quantity, quality and other characteristics that can reasonably be expected, particularly with regard to durability, reparability, functionality, compatibility, accessibility, continuity and safety;
 - d) are supplied with the accessories and instructions that one would reasonably expect;
 - e) are kept up to date, where required by the contract or the nature of the digital good or service.
3. In the event of a lack of conformity, the consumer shall be entitled to have the good or service repaired or replaced, unless this would be impossible or disproportionate. In that case, they may choose either a price reduction or to terminate the contract.
4. The corrective measures shall be applied:
- a) at no cost to the consumer;
 - b) within a reasonable period of time from notification of the lack of conformity;
 - c) without causing significant inconvenience, including, where appropriate, the provision of a replacement or refurbished item free of charge;
 - d) with removal and installation, in the case of goods integrated into the home or place of use;
 - e) with the consumer bearing no liability for the use of the replaced good.

Article 28. Legal guarantee periods and effects of repair

1. Under the terms of the General Law for the Protection of Consumers and Users, the business operator shall be liable for any lack of conformity that becomes apparent:
 - a) in the case of new goods, for a period of three years from the date of delivery;
 - b) in the case of digital content or services, for two years from the date of delivery, if supplied in a single instalment, or for the entire agreed supply period if the supply is ongoing.
2. Where the consumer opts for the goods to be repaired, the legal guarantee period shall not be reduced; instead, it shall be extended by 12 months, on a one-off basis, from the date of delivery of the goods in good order.
3. In the event of replacement or repair, the guarantee period shall be suspended from the date the item is handed over for rectification until it is returned in good order.
4. In the case of second-hand goods, the guarantee period may be reduced by mutual agreement, provided that it is not less than one year.

Article 29. *Repair and after-sales services*

1. The person providing repair or maintenance services shall be responsible for deficiencies relating to the repair carried out for a minimum period of six months from the delivery of the repaired good, unless a longer period is provided for by a specific rule.
2. In the case of motor vehicles, the minimum guarantee period shall be six months or 4 000 kilometres, whichever comes first, from the date of delivery of the vehicle, without prejudice to the provisions of the applicable sector-specific regulations.
3. The guarantee shall cover both the replacement parts and the labour involved, at no extra cost to the consumer. It must be in writing or on a durable medium and must include, at a minimum: details of the item repaired, the work carried out, the date of delivery and the terms of the guarantee.
4. The right to reclaim goods delivered for repair shall lapse one year from the date of delivery to the establishment, without prejudice to actions for breach of contract or consumer law infringements.
5. Consumers shall have the right to choose their repairer freely, and manufacturers, suppliers or distributors may not restrict this right through contractual or technical clauses or by other means, unless there are duly justified objective reasons for doing so.
6. This Article is without prejudice to the rights recognised by the basic state legislation and the specific regulations on the repair of products.

Article 30. *Obligations of the producer with regard to repair*

1. The producer shall ensure the availability of a technical service, as well as spare parts, for a period of at least 10 years from the date on which the good ceases to be manufactured, without prejudice to the time limits that may be established by the legal acts of the European Union listed in Annex II to Directive (EU) 2024/1799 of the European Parliament and of the Council of 13 June 2024 on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394 and Directives (EU) 2019/771 and (EU) 2020/1828, or in any other sectoral regulations that are directly applicable.

2. Where required by European Union legislation, the producer shall be obliged to repair the good, unless it is physically impossible to do so. Failing that, the obligation shall lie with the authorised representative, importer or distributor.

The repair shall be carried out:

- a) free of charge or for a reasonable price;
- b) within a reasonable period of time;

- c) with the option of offering a replacement item free of charge or at a reasonable price;
- d) providing, where appropriate, a refurbished good when repair is not possible.

3. The party required to carry out repairs must publish indicative prices for typical repairs, together with the cost of parts and ancillary services, and ensure that this information is made publicly available in a clear and accessible manner for the entire duration of their obligation.

Article 31. *Commercial guarantees*

1. Any commercial guarantee offered by the business operator or producer shall be binding in accordance with its content, duration and conditions, which must be in writing on a durable medium.

2. The commercial guarantee may not limit, reduce or exclude the rights derived from the legal guarantee.

3. It must be written in clear and understandable terms, at least in Castilian Spanish, and, where appropriate, also in the other official or protected languages of Asturias. It must include:

- a) extent of cover;
- b) duration;
- c) obligated parties;
- d) conditions governing its exercise;
- e) contact details and customer service centres.

4. Where appropriate, it shall prominently include:

- a) the harmonised declaration of conformity in accordance with the European Commission's template;
- b) the harmonised durability label.

Article 32. *European Repair Information Form*

1. Repairers may provide consumers with the European Repair Information Form free of charge before the contract is entered into.

2. The form shall remain valid for at least 30 days, unless otherwise expressly agreed, and shall be binding on the repairer if the consumer accepts their offer within that period.

3. The form shall comply with the pre-contractual information requirements set out in current legislation, and may include an assessment of the due diligence applied in the use of the good, as well as visual material and a technical description.

Article 33. *Promotion of the right to repair*

1. The Government of Asturias and local authorities, within the scope of their powers, shall promote, in cooperation with economic and social stakeholders:
 - a) the repair, reconditioning and reuse of products;
 - b) the development of local repair networks;
 - c) access to spare parts, manuals and technical information;
 - d) training and education for consumers about sustainable consumption.
2. Programmes promoting labelling for durability, repairability and sustainability shall be encouraged, as well as certification schemes or labels recognising environmental or social excellence.

Article 34. *Measures to promote repairs covered by the right to repair*

1. Persons obliged to carry out repairs shall take measures that contribute to the prevention of waste and the reduction of negative externalities associated with consumption, in accordance with the principles of sustainability and circularity. The term 'persons obliged to carry out repairs' refers to manufacturers established in the European Union or, failing that, importers or authorised representatives, as well as those who have contractually undertaken a commercial guarantee that includes the right to repair.
2. These persons shall help to cover the repair costs incurred by the consumer once the legal or commercial guarantee period has expired, as follows:
 - a) first two years: 20 %;
 - b) third year: 10 %;
 - c) fourth year: 5 %.
3. This contribution shall only be payable for as long as the repair obligation under European Union law remains in force, and in any event not more than four years after the expiry of the legal or commercial guarantee, whichever is the later.
4. If the repair cost exceeds 50 % of the product's sale price or its most recent market value, that figure shall form the basis for calculating the contribution.
5. Where a commercial guarantee applies, the time limits set out in paragraph 2 shall be calculated from the expiry of the legal guarantee, unless the commercial guarantee provides for a longer period of cover; in that case, the time limits shall be calculated from the expiry of that commercial guarantee.

6. Obligated parties must provide a point of contact through which repairers can request reimbursement of the amounts paid in advance, with these reimbursements being made within 30 calendar days of a valid request.
7. Repairers, registered on the European online platform for repair, shall apply the corresponding discount directly to the final price, indicating it on the European form.
8. No compensation shall be payable if the repair is required as a result of misuse, unintended use or unreasonable use, as defined in the technical specifications of the good. The repairer must justify it in the form and not apply the financing.
9. Obligated persons may request from the repairer a copy of the form provided to the consumer, for verification purposes.
10. Negligent or fraudulent non-compliance by repairers may lead to their exclusion from the European platform, following a reasoned decision.
11. Obligated persons must publish the following annually:
 - a) total amount intended to finance repairs;
 - b) list of beneficiary repairers;
 - c) number of products repaired in accordance with this Article.

Article 35. *Customer services and complaints systems*

1. Business operators must have effective, accessible and non-discriminatory customer service systems in place that enable consumers and users to:
 - a) obtain clear, accurate, understandable and comprehensive information about the goods, products and services offered, contracted or currently being provided;
 - b) lodge complaints, claims or reports, or report contractual or post-contractual issues, regardless of the channel used to enter into the contract.
2. The business operator must confirm receipt of each complaint in writing or on a durable medium, stating the reference number, date of receipt and estimated response time. This response must be issued within the legally prescribed time limit.
3. The customer service must meet at least the following characteristics:
 - a) be easily accessible, and consumers must not be required to use contact channels that incur additional charges or cost more than a standard call or message;
In the case of basic services of general interest, access must always be free of charge.
 - b) be available via written and digital channels and, where appropriate, in person;

- c) allow the complaints that are submitted to be followed up on;
 - d) ensure that customers receive direct, personalised service when the contract is entered into by telephone or by digital means, ensuring that human staff are involved;
 - e) be available at least in Castilian Spanish and, where appropriate, also in the other official languages of Asturias.
4. The obligation to provide a customer service shall apply, as a minimum, to business operators that:
- a) operate in regulated sectors or provide basic services of general interest;
 - b) carry out distance, online or off-premises sales;
 - c) have a relevant position in the market, in accordance with antitrust rules;
 - d) exceed the turnover or transaction volume thresholds established by the applicable regulations.
5. Without prejudice to the right to take legal action, business operators shall be required to provide clear, accessible and up-to-date information on the alternative dispute resolution (ADR) schemes to which they are affiliated. In particular, they must provide information on:
- a) the existence of mediation mechanisms, consumer arbitration or other voluntary or sector-specific out-of-court dispute resolution schemes;
 - b) the conditions for accessing these systems;
 - c) the electronic address of the competent ADR body, where applicable.
6. Businesses that are members of the Consumer Arbitration System must display this information prominently in their physical premises and on their digital communication channels.
7. The Government of Asturias shall promote, monitor and ensure compliance with obligations relating to customer service, and may require business operators to implement corrective or improvement measures in their management systems.

TITLE III

Responsible and sustainable consumption

CHAPTER I

Promoting responsible consumption

Article 36. Incentive and awareness-raising measures

1. The competent public authority shall actively promote a model of responsible, critical, socially conscious and sustainable consumption, based on social, ethical,

environmental and local criteria, with a particular focus on reducing the environmental impact and improving citizens' quality of life.

2. To this end, awareness-raising, education and training campaigns on responsible consumption shall be rolled out, targeting all sections of the population, with a particular focus on vulnerable consumers, the education sector and community spaces.

3. The inclusion of content on responsible and sustainable consumption in compulsory education, vocational training and university courses shall be promoted, in collaboration with the competent authorities.

4. Public policies shall promote:

- a) the consumption of local, green and fair-trade products with a smaller environmental footprint;
- b) the circular economy, the prolongation of the useful life of products and the reuse of goods;
- c) the sensible use of natural and energy resources in everyday life;
- d) the procurement of services based on social and environmental responsibility criteria.

5. Incentive measures may include technical, economic or fiscal support to entities, companies, cooperatives and organisations that develop exemplary initiatives in the field of responsible consumption, in compliance with EU rules on aid for businesses.

Article 37. Environmental and social information on products and services

1. Consumers and users shall have the right to receive accurate, accessible, understandable and comparable information on the environmental impacts associated with the life cycle of the products and services available on the market.

2. Business operators and professionals shall provide this information in a clear, understandable and accessible manner, in particular where reliable and verifiable data, official labels or recognised certifications are available.

3. The information shall include, to the extent applicable:

- (a) data on the ecological footprint, carbon footprint and use of natural resources in the manufacture, transport or provision of the good or service;
- (b) the energy consumed and its origin, the emissions generated and the waste produced;
- (c) the possibility for repair, reuse and recycling;
- (d) the existence of official environmental certifications or recognised eco-labelling schemes;
- (e) the origin and traceability of raw materials;

- f) the labour conditions throughout the entire supply chain;
- g) the criteria relating to sustainability, business ethics and social responsibility adopted by manufacturers or service providers.

4. The competent public authority shall promote the use of labels, certifications and other public information tools that enable the identification of sustainable products. It may also establish collaboration mechanisms with accredited certification bodies in accordance with EU and state regulations.

CHAPTER II

Circular economy and consumption

Article 38. Incentives for circular economy practices

1. Business operators that market products made from recycled materials, or which are repairable, reusable or designed to facilitate disassembly and recycling, may be eligible for tax incentives, grants or rebates, in accordance with the relevant regional and national legislation.
2. Preferential financing schemes shall be made available for business projects that incorporate sustainable production processes, the recovery and recycling of materials, and practices consistent with the principles of the circular economy.
3. Public recognition mechanisms shall be established for companies and organisations that stand out for their responsible and sustainable practices in the circular economy.
4. The competent public authority shall run information and awareness-raising campaigns aimed at consumers, with a view to encouraging them to choose products and services that promote the circular economy.

Article 39. Extended producer responsibility

1. Producers shall be required to implement comprehensive management systems for the products they place on the market, which shall include the collection, treatment, recycling and, where appropriate, final disposal of the waste generated, under conditions that minimise the environmental impact.
2. Extended producer responsibility shall cover all stages of the product's life cycle – design, manufacturing, marketing, use and end of life – and shall promote sustainability-oriented eco-innovation and eco-design.
3. Producers must inform consumers of the options available for the collection and management of the product at the end of its useful life, facilitating its return to authorised points at no additional cost.

4. Mechanisms shall be established to ensure the adequate financing of waste management systems, which may be managed directly by producers or through accredited collaborating organisations or entities.

5. The competent public authority shall exercise supervisory, inspection and oversight functions to verify compliance with these obligations, and shall impose the corresponding sanctions in the event of an infringement.

6. In particular, the liability of producers shall be regulated in priority sectors such as electrical and electronic equipment, end-of-life vehicles, packaging, and any other sectors specified by the relevant regional or state legislation.

TITLE IV

Citizen participation and formation of associations

Article 40. Participation in public consumer policy

1. Consumers and users shall have the right to participate actively in the drafting, implementation, monitoring and evaluation of public consumer policies promoted by the Government of Asturias, both individually and collectively, through legally established associations.

2. The Government of Asturias shall promote the effective exercise of this right through:

- a) public consultations on draft regulations and strategic plans that affect the rights and interests of consumers;
- b) the creation and operation of consultative participation bodies, such as sectoral councils or specialised working groups, in which the most representative consumer and user associations shall be represented;
- c) the organisation of meetings, forums and citizens' dialogue days on relevant consumer issues.

3. Citizen participation shall be ensured through accessible, inclusive and transparent procedures, incorporating digital tools that facilitate the effective involvement of citizens throughout the territory of Asturias.

Article 41. Consumer and user associations and organisations

1. Associations, cooperatives or other legally constituted non-profit organisations whose primary purpose is to defend the rights and interests of consumers and users play a vital role as channels for representation, information, awareness-raising, advice and participation in public consumer policy.

2. For the purposes of this Law, non-profit organisations are recognised as consumer and user organisations if they:

- a) are constituted in accordance with the legislation in force;
- b) have as their primary objective the protection and promotion of the rights of consumers and users;
- c) act independently of any business, commercial or professional interests;
- d) demonstrate actual activity through collective actions, information campaigns or consumer guidance services.

3. Entities recognised under the previous paragraph may:

- a) act in administrative complaint, mediation or arbitration proceedings on behalf of their members or collective interests;
- b) act as a party in legal proceedings aimed at defending the collective, diffuse or general interests of consumers and users, in accordance with the applicable legislation;
- c) bring actions for an injunction, rectification, restitution or compensation in defence of consumers and users;
- d) collaborate with public authorities on training, education, information and prevention programmes relating to consumer affairs;
- e) participate in advisory bodies, councils or institutional consultation mechanisms on consumer affairs.

4. These organisations must act in accordance with criteria of transparency, impartiality, legality and effectiveness in the defence of the interests represented. When they receive public funds, they shall be subject to the oversight and inspection of the competent bodies with regard to the fulfilment of their purposes and the proper use of the resources received.

Article 42. Registration and representativeness of consumer and user organisations

1. For the purposes of their dealings with the Government of Asturias and their participation in consultative, representative or institutional bodies, associations, cooperatives or non-profit organisations that meet the requirements set out in this Law and its implementing regulations, and are registered in the Register of Consumer and User Organisations of Asturias, shall be considered representative consumer and user organisations.

2. The Register shall be of an administrative nature, open to the public and free of charge, and shall be attached to the competent authority for consumer affairs. Its purpose shall be to ensure transparency, legal certainty, public awareness and monitoring of organisations that actually carry out activities relating to consumer protection, information, education or advice within Asturias.

3. In order to be entered in the Register, organisations must demonstrate that they meet at least the following requirements:

- a) be legally incorporated with their own legal personality, in accordance with the legislation applicable to associations, cooperatives or other non-profit organisations;
- b) have their registered office and actually carry out their activity within the territory of Asturias;
- c) demonstrate a sustained, genuine and independent commitment to consumers and users, free from business, commercial or professional interests;
- d) be non-profit-making and use their resources exclusively to achieve their statutory aims;
- e) function democratically and transparently, in particular as regards economic management and the status of associated persons.

4. The procedures for registering in, amending entries in and being removed from the Register, as well as the legal effects arising from the status of being a registered and representative organisation, shall be established by regulation, which may include:

- a) preferential access to grants, public resources and institutional support measures;
- b) participation in advisory bodies, councils, committees or observatories dealing with consumer affairs;
- c) the right to intervene in administrative or judicial proceedings to defend the collective, diffuse or general interests of consumers and users.

5. To remain registered, it shall be necessary to update the registration details periodically and to comply at all times with the requirements set out in this Law and its implementing regulations. Any inaccuracy, falsehood or material omission in the information provided may result in the cancellation of the registration, following the completion of the relevant procedure, including a hearing with the organisation concerned.

Article 43. Incentive and support measures for consumer and user associations

1. The Government of Asturias and local authorities, within the scope of their respective powers, shall promote the formation of consumer and user associations as an essential means of defending their rights, representing their collective interests and ensuring their effective participation in public consumer policy.

2. To this end, technical, institutional, training and financial support measures shall be put in place, which may include:

- a) calls for applications for public grants and subsidies aimed at funding activities relating to information, training, advice, representation and the protection of the rights of consumers and users;

- b) training programmes aimed at the technical, legal and administrative staff of associations, designed to provide them with training and keep them up to date on consumer affairs;
- c) easy access, under objective conditions, to public or institutional resources, including infrastructure, digital resources, communication channels and venues for activities of general interest;
- d) measures to promote coordination, cooperation and networking among associations, as well as the establishment of stable mechanisms for collaboration with the competent public authority.

3. Only associations that are duly registered in the Register of Consumer and User Organisations of Asturias and that can demonstrate democratic governance, functional independence and the full allocation of their resources to the fulfilment of their statutory objectives in the public interest shall be eligible for the measures provided for in this Article.

Article 44. *Asturian Consumer Observatory*

1. The Asturian Consumer Observatory is hereby established as a technical, advisory and participatory body, attached to the regional ministry responsible for consumer affairs, with the aim of promoting awareness, evaluation and the continuous improvement of public policies for the protection and defence of consumers and users in Asturias.

2. The functions of the Observatory include the following:

- a) to collect, analyse and disseminate systematic information, studies and indicators on consumer habits, complaints, fraud and risks to health, the environment or the economic rights of consumers and users;
- b) to regularly assess the effectiveness, efficiency, impact and coverage of public policies on consumer affairs and to put forward proposals for regulatory, institutional or procedural improvements;
- c) to promote applied research and innovation in the areas of responsible consumption, the circular economy, sustainability, digitalisation and protection against unfair practices in both physical and digital environments;
- d) to develop indicators and monitoring systems that allow objective monitoring of market behaviour from the perspective of the rights of consumers and users;
- e) to facilitate the structured involvement of associations representing consumers, economic and social stakeholders, universities, professional bodies and other relevant public or private organisations;
- f) to collaborate with observatories, institutes or similar bodies in other autonomous communities, at national level or within the European Union, with a view to sharing data, methodologies and best practices.

3. The Observatory shall produce and publish an annual report on the state of consumer affairs in Asturias, which shall be presented to the Consumer Council, submitted to the Parliament of the Principality of Asturias and published in an accessible format.

4. Regulations shall set out its composition, operating procedures, criteria for appointment and representation, mechanisms for cooperation with other administrations and civil society, and guiding principles. In any event, gender parity, the involvement of independent experts and institutional transparency shall be ensured. The Observatory shall have an open, interoperable and accessible digital platform, enabling public access to its studies, reports and statistical data, as well as interaction with the public and interested organisations.

TITLE V

Administrative organisation, inspection, consumer affairs oversight and dispute resolution systems

CHAPTER I **Powers**

Article 45. Powers of the Government of Asturias in relation to consumer affairs

1. The regional Government, within the scope of its powers and in accordance with the principle of comprehensive and effective protection of consumers and users, shall be responsible for the exercise of the following functions:
 - a) formulating, coordinating, implementing and evaluating public consumer policy within Asturias, including developing strategic plans and sectoral programmes;
 - b) developing regulations in accordance with existing legislation on the protection of consumers and users, and issuing guidelines and interpretative criteria for application within its territory;
 - c) designing and implementing institutional information, training and awareness-raising campaigns on responsible, safe, sustainable, accessible and socially responsible consumption;
 - d) carrying out inspection, oversight and monitoring activities relating to consumer affairs, initiating sanctioning proceedings and, where appropriate, imposing the relevant sanctions for infringements of consumer law;
 - e) establishing, managing and ensuring the provision of public services for handling, advising on and processing claims, complaints, reports and enquiries from consumers and users;
 - f) promoting public participation and the formation of associations in the field of consumer affairs, by providing technical, training and material support to registered organisations;
 - g) promoting the ongoing training and specialisation of technical, inspection and administrative staff working in the field of consumer affairs;

- h) promoting, organising and managing out-of-court dispute resolution mechanisms, including intermediation, mediation and consumer arbitration;
- i) developing information systems, databases and tools for statistical, geographical and prospective analysis of complaints, market trends and consumer habits;
- j) establishing cooperative and coordinating relationships with other public authorities, courts, sectoral bodies, digital platforms, and national and EU networks in the field of consumer protection and defence;
- k) performing any other duties assigned to it by regional, national or EU consumer protection legislation.

2. These functions shall be exercised without prejudice to those attributed to other ministries or bodies of the regional Government, to the powers of the State and to the powers of local authorities in accordance with the provisions of the following Article.

3. Where a complaint is lodged with a body that lacks jurisdiction over the matter, that body must, of its own accord, refer the complaint to the competent body without undue delay, and inform the complainant that the complaint has been referred. In no case may the complaint be rejected, where appropriate, without having previously ensured its proper referral.

4. The Government of Asturias shall promote mechanisms for cooperation and coordination between bodies with overlapping responsibilities in the field of consumer affairs, through the implementation of referral protocols, integrated processing systems, online one-stop shops and interoperable platforms, with a view to ensuring effective, swift, consistent and efficient protection of the rights of consumers and users.

5. The relevant regional ministry shall maintain an up-to-date practical guide to administrative powers in consumer complaints, accessible via the relevant government websites, which clearly identifies the competent body or unit based on the subject matter, the goods or services concerned and the geographical area.

Article 46. Powers of local authorities in Asturias as regards consumer affairs

1. Local authorities in Asturias may carry out functions relating to the protection and defence of consumers and users within their respective territorial areas, in accordance with the applicable national and regional legislation and within the framework of the strategic plan established by the competent bodies of the Autonomous Community, in accordance with the provisions of this Article.

2. In the exercise of their powers, local authorities may adopt municipal by-laws on consumer affairs, within the limits of basic national and regional legislation, and in accordance with the principles of coordination, cooperation, subsidiarity and institutional loyalty between public administrations.

3. In particular, it is the responsibility of local councils and other local authorities to:

- a) provide direct services to consumers and users through the establishment and maintenance of Municipal Consumer Information Offices (OMIC) or equivalent bodies, which provide information and guidance and handle the receipt and processing of claims, complaints and reports;
- b) process and, where appropriate, resolve claims or complaints within the scope of their powers, reporting transparently on their processing, resolution and, where appropriate, referral;
- c) exercise the power to impose sanctions for infringements committed by business operators or professionals that have their registered address, business premises or area of operation within the municipal boundaries, subject to the maximum fine set for serious infringements;
- d) carry out inspections, oversight and checks on goods, products and services for common, everyday and widespread use, paying particular attention to their origin, labelling, external condition, advertising, presentation and impact on safety, hygiene or public health;
- e) promote awareness-raising, training and education campaigns to encourage critical, informed, responsible and sustainable consumption, tailored to the specific characteristics of their population;
- f) encourage the formation of consumer associations and promote stable mechanisms for public participation at local level, through councils, forums or other consultative bodies;
- g) take immediate interim, collaborative or coordinating measures in the event of situations involving risk, crisis or emergency that may affect the health, safety or economic interests of consumers within their territory, and inform the competent authorities;
- h) participate in collegiate bodies, working groups, coordination networks or joint initiatives promoted by the regional Government in the field of consumer affairs;
- i) perform any tasks expressly assigned to them by the legislation in force or delegated or entrusted to them by the Government of Asturias.

4. The powers indicated in the preceding paragraphs shall be mandatory for councils with a population of more than 20 000 inhabitants. Other local councils may, by delegation, assume responsibility for exercising these powers, subject to signing the necessary partnership agreements or other instruments of administrative cooperation with the regional Government, in order to ensure effective, geographically balanced and coordinated protection for consumers and users throughout Asturias.

5. In accordance with the provisions of the basic national legislation on local government, the formalisation and implementation of the delegation shall be carried out by means of a specific agreement, which must comply with the provisions of the basic legislation of the State and that of Asturias regarding agreements. Such an agreement must specify, at a minimum:

- a) the functional and territorial scope of the delegated powers;

- b) the minimum personal and material resources;
- c) the coordination, oversight and evaluation systems;
- d) the financing arrangements and justification of expenditure.

6. Local councils may supplement the funding they receive with their own resources. The additional contribution shall be taken into account for the purposes of demonstrating technical and financial capacity, without this resulting in a reduction in the relevant regional contribution.

7. The competent regional ministry shall monitor and oversee the proper use of the funds, in accordance with the provisions of the delegation agreements.

8. Local councils must ensure the financial sustainability of the powers delegated to them and assume the responsibilities arising from the exercise of those powers, without prejudice to the supervisory and regulatory role of the Government of Asturias.

Article 47. Administrative coordination and inter-administrative cooperation

1. The Government of Asturias shall exercise its powers in relation to the protection and defence of consumers and users in accordance with the principles of inter-administrative coordination, institutional cooperation, fair collaboration, effective public action and functional subsidiarity, as provided for in the relevant national legislation and in the Statute of Autonomy.

2. In order to ensure a coherent, integrated and efficient approach across the entire region, the Government of Asturias shall establish permanent mechanisms for collaboration with local authorities, which may take the form of:

- a) cooperation agreements, consortia or management contracts;
- b) joint inspection, consumer affairs oversight and sectoral surveillance plans;
- c) shared systems for customer service, information and complains processing;
- d) programmes providing technical, legal, organisational and training support to local authority staff in the field of consumer affairs;
- e) protocols for the exchange of information, alerts, incidents and good practices, especially in high-risk or high-conflict sectors.

3. The regional Government shall promote the creation and use of interoperable digital platforms, integrated information networks and common monitoring, oversight and evaluation systems, which facilitate:

- a) coordinated network action by public consumer services at Autonomous Community and local level;
- b) the handling and follow-up of claims, complaints and reports;
- c) preventive and corrective control of the market for goods and services, both physical and digital;

- d) cooperation with national and EU networks, competent authorities in other autonomous communities and international organisations, particularly with regard to the protection of consumers in cross-border or digital contexts.

CHAPTER II

Consumer affairs inspection and oversight functions

Article 48. Consumer affairs inspection functions

1. The aim of consumer affairs inspection is to ensure compliance with the legislation in force on the protection and defence of consumers and users, and to prevent, detect, correct and, where appropriate, sanction administrative infringements committed in the context of consumer relationships.
2. Inspections may be carried out in relation to goods, products, services, physical premises, digital platforms, commercial practices, contractual terms or any other aspect directly or indirectly linked to the consumer market, at any stage of production, marketing, distribution, supply or provision, whether in person or remotely.
3. The consumer affairs inspectorate is responsible for the following functions, among others:
 - a) verifying compliance with applicable legal, regulatory and technical provisions relating to consumer affairs, including sector-specific standards that affect the protection of consumers and users;
 - b) informing and advising economic operators on their legal obligations, as well as requiring the cessation or correction of practices that are contrary to the legislation in force;
 - c) carrying out preliminary investigations, checks, sampling, analysis or verification, with a view to possibly initiating sanctions proceedings or proceedings of another administrative nature;
 - d) issuing technical reports, whether discretionary or mandatory, at the request of the competent bodies responsible for mediation, arbitration, inspection, oversight or sanctions;
 - e) participating in planned inspection campaigns and market studies aimed at identifying risks, abusive practices, non-compliant products or priority sectors of action;
 - f) carrying out the mandates, orders or instructions issued by the competent administrative bodies responsible for consumer affairs;
 - g) cooperating with other bodies or entities that carry out oversight or inspection functions, such as SOIVRE, health authorities, law enforcement agencies, food control services or relevant sectoral bodies;
 - h) participating in the national and EU rapid alert system for dangerous products (RAPEX / Safety Gate), as well as in national and international

inter-administrative cooperation networks relating to consumer monitoring and oversight.

4. The consumer affairs inspector shall carry out their functions as an agent of the authority and shall be identified by a professional document issued by the competent authority, stating their professional identification number. This number shall ensure that their identity is verified without the need to disclose personal data, except in cases provided for by law or where it is strictly necessary for justified reasons.

Article 49. Principles and procedures governing inspection activities

1. The consumer affairs inspectorate's activities shall be governed by the principles of legality, objectivity, impartiality, effectiveness, efficiency, proportionality, confidentiality, accountability, good administration and non-discrimination, in accordance with the provisions of general legislation on administrative procedure and specific consumer legislation.

2. Inspection activities may be initiated in the following ways:

- a) scheduled as part of the implementation of inspection plans, programmes or campaigns previously approved by the competent authority;
- b) in response to complaints, reports, alerts, incidents or reasonable grounds to suspect the existence of infringements of consumer law;
- c) on its own initiative, at the discretion of the inspectorate itself, in response to facts or situations requiring verification or intervention;
- d) at the request of a party, in the case of reasoned applications submitted by consumers, users or authorised entities.

3. The methods used by the inspectorate may include, among others:

- a) on-site inspections of premises, facilities, production centres, distribution centres, retail outlets or service providers, as well as trade fairs, street markets or collection points;
- b) digital or telematic inspections, on platforms, websites, applications, marketplaces or any online environment linked to consumer activity;
- c) appearances by persons in positions of responsibility within public offices, required to provide information, documentation or make representations;
- d) documentary procedures, comprising the request, analysis and verification of documents, contracts, records or digital media relating to compliance with legal obligations;
- e) other technical means appropriate to the nature of the goods, services or commercial practices subject to oversight, while always ensuring that the rights of the persons concerned are upheld and that the action taken is sufficiently justified.

Article 50. *Powers of inspectors*

Consumer affairs inspectors, who shall act as public officials in the performance of their duties, may exercise the following powers:

- a) entering, without prior notice, establishments, premises, facilities, buildings, vehicles or any other space open to the public, as well as digital environments, platforms, applications or websites that sell goods or provide services aimed at consumers and users;
- b) requesting the corresponding judicial authorisation to access, where appropriate, constitutionally protected residences;
- c) examining and obtaining a copy or reproduction of any documentation or material, whether physical or digital, of an industrial, commercial, accounting, health or technical nature that is relevant to the purpose of the inspection;
- d) requiring the appearance of any natural or legal person, as well as the collaboration of those directly or indirectly involved in the activity inspected, in order to provide information, documentation or explanations;
- e) taking samples, carrying out tests or measurements, carrying out test purchases or consumer trials, including anonymously or covertly when necessary to verify the reality of the market;
- f) drawing up reports, issuing formal notices and proposing the adoption of interim measures or the initiation of sanctioning proceedings where appropriate;
- g) issuing warnings or recommendations regarding voluntary compliance with current regulations, particularly in cases of minor infringements or situations that can be rectified without causing serious harm to consumers;
- h) requesting assistance, cooperation or intervention from other administrative bodies, law enforcement agencies or other competent authorities where necessary to ensure the proper performance of their duties or the effectiveness of the inspection process;
- i) adopting, on a provisional basis, immediately and proportionately, in the course of their proceedings, interim measures, setting out the reasons for their adoption in the relevant inspection report, in cases where the urgency or the existence of reasonable grounds to suspect a risk to the safety, health or financial interests of consumers warrants such action in order to prevent possible irreparable harm to consumers. These measures must be confirmed or lifted by a decision of the competent body within 15 days, and the person subject to the inspection must be notified of this decision.

Article 51. *Duties of inspectors*

1. Inspectors shall act with objectivity, impartiality and professionalism and shall respect the rights of those being inspected, observing at all times the duty of professional secrecy and ensuring the confidentiality of the information obtained, as well as the protection of personal data in accordance with the applicable regulations.

2. They must identify themselves at the start of their activity by means of the relevant official accreditation issued by the competent authority, except in cases where the nature of the activity requires anonymity to be maintained, in which case this circumstance must be duly justified and documented in the minutes or report drawn up.

3. In the performance of their duties, inspectors shall endeavour to minimise interference with the ordinary activity of the natural or legal persons being inspected, avoiding unnecessary disturbances and limiting their intervention to the time strictly necessary for the fulfilment of their purposes.

Article 52. Obligations of persons being inspected

1. Natural or legal persons undergoing an inspection are required to:

- a) allow inspectors to access the places, facilities, offices or means undergoing the inspection, under the terms established by the applicable regulations;
- b) cooperate fully with the inspectors and provide them, truthfully and in full, with all documentation, information, data, records or media required for the performance of their duties;
- c) appear before the competent authority for consumer affairs when they are legally cited for this purpose.

2. Failure to comply with these obligations may result in the adoption of the enforcement or sanctioning measures provided for in this Law and in the rest of the legal system.

Article 53. Coordination and cooperation between inspectorates

1. The Government of Asturias and local authorities shall coordinate their inspection and oversight activities by drawing up joint plans, exchanging information and implementing complementary activities.

2. To this end, the Government of Asturias may enter into collaboration agreements, service agreements and other administrative cooperation instruments with local authorities aimed at ensuring the effective, efficient and coordinated exercise of inspection functions.

Article 54. Documentation of inspection activities

1. Inspection activities shall be documented in the form of minutes, records or reports, which shall constitute evidence of the facts set out therein, without prejudice to any evidence to the contrary that may be provided by the parties concerned.

2. The minutes must include, at least:

- a) identity of the inspector and the person, organisation or establishment being inspected;
- b) purpose of the inspection and facts established;
- c) statements made by the appearing parties, where applicable;
- d) reports made;
- e) signatures of the inspecting officer and the appearing party, where applicable, with a clear statement of any refusal or inability to sign, where applicable.

3. These records shall be used to document isolated incidents, requests, appearances or other occurrences, and shall have the same evidential value as the minutes.

4. Persons being inspected shall be entitled to receive a copy of all the documentation produced. Where it is not possible on duly justified technical grounds, delivery shall take place within three working days.

Article 55. Oversight of advertising and commercial practices

1. The competent public authority shall oversee the legality of advertising and commercial practices directed at or accessible to consumers and users, in any format or on any medium, including digital environments.

2. This oversight may include preventive monitoring measures and reactive measures, initiated either on the authority's own initiative or at the request of a party.

3. Priority shall be given to oversight actions relating to:

- a) unfair, misleading or aggressive commercial practices, or those that omit essential information;
- b) door-to-door sales not previously authorised by the consumer or user; changes to gas, telecommunications and other long-term service contracts;
- c) advertising that is covert, subliminal or encourages compulsive, irresponsible or harmful consumption that is detrimental to the health, safety or financial interests of consumers;
- d) advertising specifically targeted at children, older people or vulnerable individuals;
- e) infringements of the regulations on prices, promotions, offers, discounts, special conditions or linked sales.

4. If unlawful advertising or advertising that contravenes consumer protection regulations is detected, the authorities may:

- a) require the immediate cessation of the infringing advert or practice;
- b) initiate the relevant sanctioning proceedings;

- c) adopt such interim measures as may be necessary to prevent or minimise any harmful effects.

Article 56. *Monitoring of digital platforms*

1. The Government of Asturias shall exercise supervisory functions over digital platforms operating within its territory or providing services to consumers resident therein, without prejudice to the powers conferred on national or EU authorities.
2. The monitoring shall focus, in particular, on:
 - a) overseeing compliance with the pre-contractual information, transparency and traceability obligations of economic operators;
 - b) verifying the identity of service providers, as well as whether sellers or advertisers are acting in a professional or non-professional capacity;
 - c) identifying unfair terms, opaque contractual conditions or the provision of unsolicited goods or services;
 - d) monitoring compliance with the duty of care regarding the prevention, detection and removal of unlawful or misleading commercial content.
3. These supervisory functions shall be exercised in accordance with the principles of administrative cooperation, proportionality and minimum intervention.

CHAPTER III

Complaints procedure and dispute resolution

Article 57. *Complaint forms and customer and user service systems*

1. In order to ensure the effective exercise of the right to the protection and defence of their interests, consumers and users may lodge complaints, claims or reports regarding any action, omission or irregularity arising from the consumption of goods or services, through free, accessible and effective mechanisms, either in person or electronically, as they choose.
2. Natural or legal persons who sell goods or provide services within the territory of Asturias, including those operating exclusively online or without a permanent physical premises, must have official complaint forms available, in accordance with the templates and requirements laid down by regulation.
3. Complaint forms must be available in the following formats, at the choice of the consumer:
 - a) on paper, in any establishment open to the public or in any place where they are served in person;

- b) in electronic format, where the activity is carried out wholly or partly by digital means or includes online customer service channels, unless there is a duly justified technical reason why not.

4. The obligation to make complaint forms available shall apply to:

- a) owners of commercial or service establishments, whether public or private, with a physical presence in Asturias;
- b) business operators operating without a physical premises or exclusively via digital channels, provided that their business activities are directed towards Asturias;
- c) individuals or entities with their registered address, tax domicile or permanent establishment in Asturias, even if their activities extend to other territories.

5. Complaint forms must be clearly displayed and provided immediately to anyone who requests them, regardless of whether a prior contractual relationship exists, without prejudice to other valid channels for making a complaint.

6. Consumers must initially address their complaints to the company that is the subject of the complaint. If they do not receive a satisfactory response, they may contact:

- a) the Municipal Consumer Information Offices (OMIC) or equivalent bodies, if any exist in their local area;
- b) the competent consumer affairs body of the Government of Asturias, either directly or via referral from the OMICs.

7. The competent public authorities shall ensure that complaints are registered, processed and followed up, and shall refer them to mediation, arbitration or sanctioning procedures, as appropriate.

8. Complaints shall be submitted and monitored electronically, without prejudice to the right to use face-to-face or paper-based means, especially in the event of a digital divide, old age or disability.

9. The following shall be laid down by regulation:

- a) the content and format of complaint forms;
- b) the procedure for the submission, processing and resolution of complaints;
- c) the information and signage obligations of establishments or providers.

10. Complaint forms must include, at a minimum, the following details identifying the business operator or the establishment:

- a) business name and tax ID number;
- b) trade name used, if applicable;

- c) full address of the establishment or of the registered address or tax address;
- d) contact phone number;
- e) valid email address for notification purposes.

Article 58. Promotion and principles of Alternative Dispute Resolution (ADR) mechanisms

1. The Government of Asturias shall promote the use of alternative dispute resolution (ADR) mechanisms in the field of consumer affairs as effective, free and accessible means of resolving disputes out of court between consumers and economic operators.
2. Particular emphasis shall be placed on:
 - a) encouraging participation in and use of the Consumer Arbitration System through information and awareness-raising campaigns;
 - b) developing mediation and conciliation services based on the principles of voluntary participation, impartiality, neutrality, confidentiality, fairness and good faith;
 - c) resolving cross-border disputes through electronic platforms, in collaboration with the European Consumer Centres Network, the European Commission and the competent national authorities.
3. The Government shall encourage voluntary adherence to the Consumer Arbitration System by:
 - a) regional or local public bodies and companies, unless they have specific complaints procedures in place;
 - b) private entities that manage public services or receive public aid or subsidies, with adherence potentially being considered an evaluation criterion or a special condition in procurement procedures.
4. Business and economic operators operating in Asturias must provide clear, accessible and visible information on the availability of applicable out-of-court dispute resolution mechanisms, in accordance with national and EU legislation.

Article 59. Administrative intermediation in the field of consumer affairs

1. The public authorities responsible for consumer affairs may act as administrative intermediaries to facilitate amicable settlements between consumers or users and business operators, without prejudice to any applicable complaints, sanctions or alternative dispute resolution procedures.
2. The service shall be free of charge and may be provided by:

- a) the regional authority responsible for consumer affairs;
 - b) the Municipal Consumer Information Offices (OMIC), in accordance with their remit;
 - c) other public bodies or private non-profit organisations acting in collaboration with the Government, in accordance with the terms laid down by regulation.
3. The intermediation procedure shall be governed by the following principles:
- a) voluntary participation: participation shall be voluntary for both parties, who may withdraw at any time;
 - b) impartiality: the conduct of technical staff shall be guided by the principles of objectivity, fairness and neutrality;
 - c) confidentiality: proceedings shall remain confidential and may not be disclosed without express consent or a legal requirement;
 - d) equal treatment and balance between the parties.
4. The procedure may be initiated:
- a) at the request of one of the parties, through the request of the consumer or user with the express agreement of the business operator or professional;
 - b) following a referral from the administrative customer service department or in connection with a complaint lodged with them.
5. The agreement that, where appropriate, is reached:
- a) shall not be enforceable unless the parties confer such enforceability upon it by means of a public deed, notarial registration or any other legally prescribed means;
 - b) shall be formalised in writing, with a record of its content, date and signatures of the parties and of the person responsible for the intermediation;
 - c) shall not preclude the interested parties from subsequently bringing legal, arbitration or administrative proceedings.

Article 60. *Consumer Arbitration System*

1. The Government of Asturias shall participate in the Consumer Arbitration System and promote its implementation and development, in collaboration with the General State Administration, local authorities and other autonomous communities.
2. The following actions shall be taken for this purpose:
 - a) the creation of Local or Regional Consumer Arbitration Boards, through agreements with local authorities;
 - b) the voluntary accession of business operators, associations and economic operators, with special attention to the sectors of greatest relevance for consumers;

- c) the organisation of information and awareness-raising campaigns aimed at the public to promote awareness and use of the Consumer Arbitration System.

3. Accession to the Consumer Arbitration System may be assessed as:

- a) a positive criterion in the award of accolades or prizes for business quality and excellence;
- b) an evaluation criterion or a special condition in procurement procedures when related to the subject matter of the contract under the terms of Law 9/2017 of 8 November 2017 on Public Sector Contracts, transposing Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU of 26 February 2014 into Spanish law;
- c) evaluation criteria for the award of public grants and subsidies.

4. The Consumer Arbitration Board may establish decentralised arbitration panels where the volume of applications or geographical considerations so warrant.

TITLE VI **Sanctioning regime**

CHAPTER I **General provisions**

Article 61. Authority responsible for issuing sanctions

1. The power to impose sanctions in relation to the protection and defence of the rights of consumers and users shall lie with the Government of Asturias and local authorities, in accordance with the provisions of this Law.
2. Local authorities may impose sanctions for infringements classified as minor or serious. Local authorities shall notify the regional ministry responsible for consumer affairs of the initiation of proceedings and the imposition of sanctions in order to avoid the imposition of duplicate sanctions for the same acts and in respect of the same protected public interests.
3. The provisions of the preceding paragraphs shall be without prejudice to any civil, criminal or other liability that may arise from the facts constituting an infringement.

Article 62. Objective scope

The power to impose sanctions provided for in this Title shall be exercised in respect of infringements defined in this Law and in the applicable sector-specific regulations concerning the protection and defence of the rights and interests of consumers and users, including those committed by business operators or professionals, even where

they belong to sectors subject to specific regulation, unless such powers are expressly assigned to the relevant sectoral authority.

Article 63. Territorial scope

1. The power to impose sanctions provided for in this Title shall be exercised in respect of infringements committed within the territory of Asturias, as well as in respect of conduct originating outside that territory which affects the rights or interests of consumers or users residing or present within that territory.

2. An infringement shall be deemed to have been committed in any of the places where the acts or omissions constituting the infringement take place, as well as in those where the harm or risk to consumers or users protected by the relevant legislation manifests itself, except in cases relating to establishments, facilities or staff, in which case the legislation of the place where they are situated shall apply.

3. In the case of infringements committed via digital means, the place where the infringement was committed shall be deemed to be the consumer's or user's habitual residence, whether the matter concerns a contractual relationship or whether the conduct stems from a non-contractual commercial practice actively directed at the territory of Asturias.

4. The Government of Asturias may initiate sanctioning proceedings where the rights or interests of consumers or users residing within its territory are affected, even if the acts in question have already been sanctioned by another autonomous community, provided that the decision taken did not take this fact into account.

Article 64. *General principles governing the exercise of sanctioning powers*

1. The infringements defined in this Law shall be punished through the relevant administrative procedure, without prejudice to any civil, criminal or other liabilities that may arise from the same acts.

2. Where the acts could constitute a criminal offence, the authorities responsible for consumer affairs shall bring them to the attention of the Public Prosecutor's Office or the judicial authority. If it is established that there is no criminal offence or if the criminal proceedings are discontinued, the sanctioning proceedings may be initiated or continued, and the authorities may be bound by the facts established by the criminal courts.

3. The initiation or conduct of criminal proceedings in respect of the same facts shall suspend the sanctioning proceedings and the enforceability of any sanctions imposed. However, this suspension shall not prevent the adoption of interim non-sanctioning measures necessary to protect the health, safety or rights of consumers and users.

4. No double sanction shall be imposed for the same acts and in respect of the same protected legal interests, without prejudice to any other administrative, civil or criminal liabilities that may arise from different acts or from the infringement of distinct legal interests.

5. If the same conduct constitutes several infringements defined in these or other regulations, the provision that describes it most specifically shall apply; failing that, the provision that provides for the most severe sanction shall apply.

6. Where the commission of one infringement necessarily entails the commission of another or other infringements, only the sanction corresponding to the most serious infringement shall be imposed, although the other infringements may be taken into account when determining the nature or severity of the sanction.

7. Where the same offender commits several sanctionable acts or omissions that affect different legal interests or breach separate duties, all the applicable sanctions shall be imposed, while ensuring that the overall sanction is proportionate.

8. For the purposes of classification and sanctions, the repeated commission of identical or similar acts by the same offender in relation to products, goods or services of the same type shall be regarded as a single infringement.

9. In sanctioning proceedings affecting the general, collective or diffuse interests of consumers and users, legally constituted associations registered in accordance with this Law shall be regarded as interested parties where the subject matter of the proceedings relates to their statutory objectives.

10. The conduct of sanctioning proceedings in consumer matters shall be governed by the relevant basic regulations and Law 2/1995 of the Principality of Asturias of 13 March 1995.

Article 65. Validity of documents issued by other administrations

1. In sanctioning proceedings relating to consumer matters, inspection records, reports, certificates and other documents issued by competent authorities, or by their agents, in other autonomous communities or in Member States of the European Union shall be fully valid, provided that they have been drawn up in the course of their duties in accordance with the applicable regulations.

2. These documents shall produce the same effects as those issued by the inspection services of Asturias or its local authorities, provided that the procedural guarantees required by the legal system are respected.

Article 66. Authorities responsible for issuing sanctions

1. The jurisdiction for the initiation, investigation and resolution of sanctioning proceedings in consumer affairs shall be governed by the provisions of Law 2/1995 of the Principality of Asturias of 13 March 1995, ensuring in all cases that the investigation and the decision are kept separate, in accordance with the general legislation on sanctioning proceedings.

2. Within the scope of the Government of Asturias, the following shall be the competent bodies.

- a) The head of the directorate-general or equivalent body responsible for consumer affairs, in proceedings concerning minor infringements where the sanction does not exceed EUR 10 000.
- b) The head of the regional ministry responsible for consumer affairs, in proceedings concerning minor infringements carrying a fine of more than EUR 10 000 and serious infringements carrying a fine of up to EUR 100 000.

It shall also be competent to agree on the provisional closure of establishments, facilities or services as an interim or ancillary measure, where the protection of the rights of consumers and users so requires.

- c) The Parliament of Asturias, in proceedings concerning serious infringements carrying a fine of more than EUR 100 000 and very serious infringements. It may also order the permanent closure of establishments, facilities or services in the cases provided for by law.

3. Within the local government sector, the bodies responsible for investigating and deciding on sanctioning proceedings for minor and serious infringements shall be those designated under local government legislation.

Article 67. Provisional measures

1. The body competent to initiate sanctioning proceedings may, by reasoned agreement, adopt appropriate and proportionate provisional measures where:

- a) there is a real or reasonable risk to the health, safety or financial interests of consumers and users, or
- b) it is necessary to ensure the effectiveness of any decision that may be made.

2. These measures shall be adopted in accordance with the basic regulations governing the common administrative procedure and, where appropriate, with the applicable sectoral legislation.

CHAPTER II

Legal definitions of infringements

Article 68. Infringements relating to the protection of health and safety

The following conduct constitutes infringements of health and safety regulations affecting consumers and users:

- a) failure to comply with the legal or regulatory provisions applicable to the safety of goods, products or services made available to the public;
- b) the marketing, distribution or placing on the market of unsafe or defective products, as well as the failure to take measures to recall, suspend or issue warnings where required;
- c) the creation of actual risks or the occurrence of damage to the health or safety of consumers, as a result of intentional or negligent actions or actions contrary to due diligence in the performance of activities, services or facilities;
- d) failure to comply with specific requirements, warnings or measures issued by the competent authorities to prevent or correct health risks or dangerous situations.

Article 69. Infringements relating to tampering, adulteration, fraud or deception

Infringements in this area include the following conduct.

- a) Altering, adulterating or manipulating goods or services through the addition, subtraction or replacement of elements, or through the modification of their composition, quality or other essential characteristics.
- b) Preparing, distributing, offering or marketing goods the composition, content or quality of which does not comply with the applicable regulations, administrative authorisations or what has been officially declared, as well as any action that misleads as to their true nature.
- c) Failure to comply with the rules on origin, nature, quality, quantity, composition, presentation, labelling or price of goods and services, at any stage of their distribution or provision.
- d) Disseminating advertising or information which attributes qualities, certifications or results to goods or services that are different from the actual ones, or which conceals essential information, thereby misleading, deceiving or confusing.
- e) Omitting a clear and visible indication of the advertising nature of commercial messages, in particular where the manner in which they are presented is likely to mislead as to their nature.
- f) Using or displaying official or private logos, quality marks or membership badges without complying with the applicable legal or regulatory requirements, or in a manner that could mislead as to their authenticity, scope or validity. In particular, it constitutes an infringement to use the Consumer Arbitration System logo without actually being a member of the scheme.
- g) Failing to comply with commitments voluntarily undertaken in codes of conduct or self-regulatory schemes to which the business operator is a signatory, where such failure affects consumers' rights.
- h) When providing installation, repair or home assistance services: replacing parts, components or materials without necessity or without technical justification.

- i) Invoicing for work that has not been carried out or has been carried out incorrectly.
- j) Using materials of a lower quality than agreed.
- k) Charging a price higher than the advertised price, the manufacturer's recommended price or the average market price without objective justification.
- l) Offering goods or services as a prize or gift when:
 - m) the cost is passed on, either in full or in part, to the price of the main product;
 - n) the quality or quantity of the main product offered is reduced;
 - o) their delivery under the announced conditions is prevented.

Article 70. Infringements relating to information, marketing and conditions for sale or supply

Without prejudice to the priority application of specific sectoral regulations and the powers of other authorities, the following conduct constitutes an infringement in this area:

- a) marketing or supplying goods or services without the required administrative authorisation or registration;
- b) failing to comply with the rules on the labelling, marking, presentation or packaging of products, where this affects their composition, use, safety, traceability or essential information;
- keeping products on sale after their best-before or use-by date has passed, where this poses a risk to consumers' health, safety or financial interests;
- c) failing to comply with pricing regulations, including the breakdown of taxes, the conditions for applying discounts or special offers, or their visible display;
- d) failing to provide clear and accessible information regarding accession to alternative dispute resolution schemes or codes of conduct, where this is required by law or has been publicly announced;
- e) omitting relevant information that must be provided prior to the contract being entered into, where such omission could significantly affect the conditions, availability or enjoyment of the goods or services;
- f) sending advertising communications by electronic means without the prior, free and informed consent of the recipient, in the terms required by the regulations on data protection;
- g) using presentation formats that contravene regulations on accessibility, transparency, legibility or comprehensibility in offers, promotions, contracts or instructions intended for consumers;
- h) failing to comply with legally required documentation or information obligations, when they affect the exercise of rights or the transparency of the service;
- i) engaging in commercial practices that are unfair, misleading or contrary to good faith, particularly where they contravene legally required conditions or publicly undertaken commitments;

- j) failing to comply with the legal, regulatory or advertised conditions relating to the delivery, return or replacement of goods or services purchased as part of a promotion or special offer or under special terms;
- k) unjustifiably withdrawing goods or services from the market, hoarding them or artificially restricting access to them with the aim of creating shortages or manipulating prices to the detriment of consumers;
- l) failing to take out or maintain insurance policies, sureties or other mandatory guarantees for the benefit of consumers, particularly in sectors where such requirements are legally mandated as a means of financial protection or to guard against the risk of non-compliance.

Article 71. Infringements relating to pre-contractual information

Infringements in this area include the following conduct.

- a) Failing to provide, free of charge, in a clear, accurate, comprehensive, understandable and accessible manner, the minimum pre-contractual information required by law regarding the characteristics, conditions of use, limitations, risks or other essential aspects of the good or service.
- b) Applying sales methods that hinder or omit information on discounts or special conditions to which consumers are entitled.
- c) Failing to provide a quote when required to do so, providing one that does not meet the necessary requirements or charging for its preparation when this is prohibited.
- d) Increasing or altering the price of quoted services without the consumer's prior, express and documented consent.
- e) Presuming acceptance of contracts, services or contractual amendments merely on the grounds of silence on the part of the consumer, unless expressly authorised to do so by a legal or regulatory provision.
- f) Failing to clearly identify, in distance marketing communications, that they are promotional in nature or to state the identity of the company responsible.
- g) Making door-to-door sales calls without the consumer's prior, free, informed and express consent, except in cases permitted by law. This mode of sale may not be used to place basic household supplies – such as electricity, gas or water – on the market when it is prohibited by the applicable regulations.
- h) Offering online contracts for technical services, domestic assistance or repairs without clearly identifying the responsible business operator or their legal obligations.

Article 72. Infringements relating to contracts with consumers and users

The following conduct constitutes a breach of the rules governing contracts with consumers and users:

- a) including unfair terms or apply practices that limit, exclude or impair rights recognised by law or regulation, or that violate the principles of good faith, contractual balance or transparency;
- b) failing to comply with the legal requirements regarding clauses that have not been individually negotiated or regarding the incorporation of general terms and conditions into the contract;
- c) failing to provide, on a durable medium and free of charge, a copy or proof of the contract, any amendments thereto, or the general terms and conditions accepted, either at the time the contract is signed or within a reasonable period of time following a request;
- d) failing to immediately send documentary confirmation of the contract or the amendment made to it by telephone or electronic means;
- e) imposing, either explicitly or implicitly, the purchase of minimum quantities or unwanted ancillary goods or services, or linking one contract to another without functional or legal justification;
- f) selling goods or providing services without allowing the responsible business operator or professional to be identified, located or contacted;
- g) failing to provide clear and accessible information on the procedure for terminating contracts of a recurring or ongoing nature, or making it difficult to exercise this right;
- h) In relation to essential services of general interest in the main residence:
 - a) failing to comply with the requirements regarding prior notification and the period allowed for rectification prior to suspension;
 - b) failing to provide a free, 24-hour telephone helpline for faults and emergencies; applying measurement or billing systems that are contrary to the regulations, or failing to report their operation;
- i) failing to issue an invoice or supporting document in accordance with the regulations, or charging for issuing it;
- j) failing to provide a deposit receipt where required, or failing to comply with the legal requirements for its issuance;
- k) failing to include in the contract the terms and conditions set out in advertising, promotions or special offers, or failing to comply with the descriptions given in the advertising;
- l) failing to provide in Castilian Spanish the instructions for use, maintenance or documentation required for the use, conservation or safety of the good or service;
- m) failing to comply with the regulations applicable to contracts entered into outside the commercial premises;
- n) failing to comply with legal obligations in distance contracts, in particular on execution, withdrawal, return of quantities, unsolicited shipment or express consent;
- o) using commercial communication techniques without complying with the requirements regarding express consent or the right to object;
- p) not refunding, at the consumer's request, charges relating to fraudulent or unauthorised use of cards, in accordance with current regulations;
- q) imposing payments or the provision of services that are the responsibility of the business operator as stipulated in the contract or regulations;

- r) carrying out or invoicing for work that has not been expressly requested or authorised;
- s) demanding payment for goods or services that have not been delivered or provided;
- t) unjustifiably restricting or altering the quantity or quality of the services provided, or discriminating on the basis of the means of payment;
- u) imposing undue surcharges, conditions or charges, or refusing to accept legally accepted means of payment;
- v) charging fees for the use of payment methods that exceed the permitted limits;
- w) failing to comply with legal or contractual deadlines for the delivery of goods or the provision of services;
- x) unjustifiably delaying the refund of sums following the termination of a contract due to the company's breach of contract;
- y) obstructing or denying the provision of general contracting conditions or information required by the Government in the exercise of its powers.

Article 73. Infringements relating to guarantees and after-sales services

The following conduct constitutes an infringement relating to guarantees and after-sales services:

- a) failing to fulfil obligations arising from non-conformity or the legal guarantee regime, including in relation to goods offered as prizes or gifts, or imposing unjustified conditions, obstacles or delays on the exercise of such rights;
- b) failing to honour or breaching the offered or advertised commercial guarantee, or failing to provide it in accordance with the terms required by current legislation;
- c) placing on the market goods of a durable nature without ensuring an adequate technical support service or the availability of spare parts during the legally established periods;
- d) failing to provide, prior to the contract being entered into, a clear warning that the after-sales service shall be provided in a language other than that used in the commercial transaction;
- e) misleading consumers regarding the availability, scope or terms of the after-sales service, particularly where this relates to a country other than the one in which the contract was entered into;
- f) misrepresenting technical support services as official when they are not, or misleading customers as to their connection with the manufacturer or supplier;
- g) failing to comply with any other legally enforceable obligation relating to technical support, repairs, maintenance or after-sales services.

Article 74. Infringements in relation to monitoring, oversight and inspection actions

The following conduct constitutes an infringement in relation to monitoring, oversight and inspection activities:

- a) resisting, refusing or obstructing the performance of inspection duties, including refusing to provide the required data, documentation or information, or providing such data, documentation or information in an inaccurate, incomplete or false manner;
- b) preventing or hindering inspectors' access to premises, facilities, offices or areas subject to inspection, including digital environments;
- c) not allowing access to the industrial, commercial, accounting or technical documentation necessary for the inspection activity;
- d) coercing, threatening or taking retaliatory action against inspectors, whistleblowers, consumer associations or cooperating organisations, or interfering with their work;
- e) failing to provide the documentation required by law or regulation, or providing such documentation in an incorrect form, where this prevents or distorts the assessment of the facts;
- f) handling, transporting or disposing, without authorisation, of samples, confiscated products or products subject to provisional measures;
- g) failing to comply with requirements or provisional measures adopted by the competent authority within the framework of inspection actions;
- h) refusing, making repeated excuses or failing to appear at the valid request of the competent authority.

Article 75. Other infringements relating to the protection of consumers and users

In addition to the infringements set out in the preceding articles, the following conduct constitutes an infringement in relation to the protection and defence of consumers and users:

- a) engaging in unfair commercial practices in accordance with current legislation;
- b) not providing, at the customer's request, free tap water suitable for human consumption in hospitality and catering establishments for consumption on the premises, unless otherwise provided for in sector-specific regulations;
- c) not allowing customers to take away, at no additional cost, food not consumed in hospitality and catering establishments; charging for it; or failing to provide clear and visible information on this possibility;
- d) failing to comply with obligations relating to complaint forms, including not making them available in paper or electronic format, refusing to provide them to anyone who requests them, failing to display information about their availability and failing to include the mandatory details required by the regulations;

- e) failing to provide a reasoned response to complaints submitted by consumers or failing to do so within the established time limits;
- f) failing to comply with regulations on customer services, in particular with regard to: the mandatory provision of such services, accessibility and operational requirements and staff training, where required;
- g) imposing unnecessary or disproportionate burdens on the exercise of rights, such as requiring unjustified personal attendance, requesting unnecessary forms or information and hindering the exercise of recognised rights;
- h) failing to comply with agreements reached during mediation proceedings or failure to comply with the arbitration award within the specified time limit;
- i) failing to comply with orders, interim measures or commitments made to correct infringements or prevent harm to consumers;
- j) engaging in discriminatory acts against consumers, particularly those in vulnerable situations or those exercising their legitimate rights, including denying or restricting access, unequal treatment and failing to comply with equality and non-discrimination regulations;
- k) failing to comply with any other obligation, prohibition or requirement laid down in this Law or in the legislation on the protection of consumers and users.

Article 76. Classification and grading of infringements

1. The infringements defined in this Law shall be classified as minor, serious or very serious, taking into account, among other things, the following criteria: the nature of the legally protected right; the degree of intent; whether the infringement occurs multiple times or is a repeat infringement; the extent of the damage caused; the number of people affected; and whether the conduct is widespread or has continued over a period of time. The details shall be set out in regulations.

2. Where the infringement directly affects the health or safety of consumers and users, its classification shall be determined primarily by the extent of the risk posed, without prejudice to the application of specific sectoral regulations and the protective nature of this Law.

3. In the absence of the above, the following shall be considered serious infringements, unless they must be classified as very serious in accordance with paragraph 5:

- a) particularly serious health and safety infringements (Article 68);
- b) infringements relating to tampering, adulteration, fraud or deception (Article 69); pre-contractual infringements involving tacit acceptance of offers or door-to-door visits without express and verifiable consent (Article 71);
- c) contractual infringements involving unfair terms, off-premises or distance contracts (Article 72);
- d) non-compliance with the legal regime of guarantees and after-sales services (Article 73);

e) infringements affecting fundamental rights, such as the failure to provide information on out-of-court dispute resolution mechanisms or the failure to comply with corrective measures (Article 75).

4. All other infringements shall initially be classified as minor, unless there are circumstances that justify their classification as serious or very serious.

5. Infringements initially classified as minor or serious may be upgraded to serious or very serious, respectively, if any of the following circumstances apply:

- a) exploitation of situations of need or deliberate generation of shortages in goods or services of widespread use;
- b) exploitation of situations in which consumers or vulnerable groups are in a position of inferiority, subordination or defencelessness;
- c) a complete failure to fulfil legal obligations, a pattern of such behaviour or a blatant disregard for protected public interests;
- d) causing public alarm, unjustified market disruption or significant harm to an economic sector;
- e) abuse of a dominant position in the market;
- f) repeat offending, defined as the commission, within a period of two years, of one or more infringements of the same nature for which a final decision has been issued.

Infringements shall be deemed to be of the same nature where they infringe the same legal right, affect the same sector or impact on similar rights.

6. Infringements initially classified as serious or very serious may be downgraded to minor or serious, respectively, if, prior to the commencement of sanctioning proceedings, the person responsible:

- a) corrects the error without delay;
- b) voluntarily returns unduly collected amounts;
- c) actively collaborates to mitigate the effects of the infringement;
- d) takes any other equivalent restorative action.

However, this mitigation shall not apply in the case of continuing infringements or habitual practices, or where the infringement poses a risk to health or safety, unless such a risk is an inherent feature of the infringement.

7. Aggravating and mitigating circumstances may be weighed against one another to determine the final classification of the infringement.

CHAPTER III. Sanctions

Section 1. Classification of sanctions

Article 77. *Applicable sanctions*

1. For the commission of the infringements referred to in this Law, the following sanctions may be imposed.
 - a) A fine, which shall serve as the primary sanction.
 - b) Additional sanctions, which may be imposed in addition to the fine, depending on the seriousness of the infringement and in accordance with the provisions of this Law. In particular, these may include the temporary or permanent closure of the establishment, facility or service; the seizure and, where appropriate, destruction of products, goods or merchandise; the publication of the sanction imposed; or any other ancillary measures provided for in this Law or in the applicable regulations.
2. Sanctions shall be imposed in accordance with the principles of legality, legal definition of infringements and proportionality, as set out in this Law and in the relevant national legislation on the protection of consumers and users, without prejudice to the sanctions provided for in other sector-specific or general legislation.

Article 78. *Fines*

1. Fines shall be imposed in accordance with the seriousness of the infringement, applying the principle of proportionality and taking into account the offender's financial circumstances, in order to ensure that the infringement is not more advantageous than compliance with the law.
2. Fines shall be graduated according to the following tiers and grades.
 - a) Minor infringements: between EUR 150 and EUR 10 000. The minimum grade shall include the interval between EUR 150 and EUR 3 000. The medium grade shall be between EUR 3 001 and EUR 7 000 and the maximum grade shall be between EUR 7 001 and EUR 10 000.
 - b) Serious infringements: between EUR 10 001 and EUR 100 000. The minimum grade shall include the interval between EUR 10 001 and EUR 30 000. The medium grade shall be between EUR 30 001 and EUR 70 000 and the maximum grade shall be between EUR 70 001 and EUR 100 000.
 - c) Very serious infringements: between EUR 100 001 and EUR 1 000 000. The minimum grade shall include the interval between EUR 100 001 and EUR 300 000. The medium grade shall be between EUR 300 001 and EUR 650 000 and the maximum grade shall be between EUR 650 001 and EUR 1 000 000.

3. In exceptional cases, the amount of the fine may exceed the maximum limits set out in the previous paragraph where, in accordance with the principle of proportionality, it is necessary to recover the unlawful gain derived from the commission of the infringements, subject to the following limits:

- a) up to four times the unlawful gain obtained in minor infringements;
- b) up to six times the unlawful gain in the case of serious infringements;
- c) up to eight times the unlawful gain in the case of very serious infringements.

4. The unlawful gain shall be calculated, including on an estimated basis where it cannot be determined with precision, taking into account the increase in revenue or the cost savings resulting directly or indirectly from the infringement. The fines imposed, the damage resulting from ancillary measures or the amounts returned to the Government or to consumers shall not be deducted from this calculation.

Article 79. Closure of the establishment, facility or service

1. A sanction involving the temporary or permanent closure of the establishment, facility or service may be imposed where:

- a) very serious infringements are committed that seriously affect the health or safety of consumers and users;
- b) there are repeated instances of serious or very serious infringements.

2. The temporary closure may be ordered for a maximum period of five years, to be determined on the basis of the seriousness of the infringement, and may include additional measures necessary to ensure the effectiveness of the sanction.

3. In the case of providers of information society services, the necessary measures may be taken, subject to judicial authorisation where appropriate, to interrupt or suspend the service, in accordance with the applicable regulations.

4. The sanctioning decision ordering the closure must be reported to the local council in whose area the establishment concerned is located, for the purposes of monitoring and enforcing the sanction.

Article 80. Seizure of goods

1. The sanction order may provide, as an ancillary sanction, for the seizure of adulterated, damaged, counterfeit, fraudulent or unidentified goods or goods presenting a risk to the health or safety of consumers and users.

Where such goods, following the necessary modifications, may be lawfully traded, and their seizure would be disproportionate in relation to the seriousness of the infringement and the amount of the fine imposed, a decision may be taken to seize them only in part or to not impose this measure at all.

2. The decision shall establish the final destination of the seized goods. In any event, they must be destroyed if their use or consumption poses a risk to health or safety.

3. The costs arising from the seizure, storage, transport, confiscation, distribution or destruction of the goods shall be borne by the person who committed the infringement.

Article 81. Publication of infringements, sanctions and public corrections

1. In order to ensure that the sanction serves as a deterrent, to prevent a recurrence of the infringing conduct and to raise public awareness of consumer law infringements, the sanctioning decision may, as an additional sanction, order the publication of the sanction imposed, where any of the following circumstances apply:

- a) risk to the health or safety of consumers and users;
- b) repetition of infringements of a similar nature;
- c) proven intentionality in the infringing conduct.

2. The publication of the sanction shall contain at least:

- a) the identity of the person or entity responsible (name and surname or business name);
- b) a concise and accurate description of the facts constituting the infringement;
- c) legal classification of the infringement;
- d) detail of the sanction imposed.

3. The information shall be published only once the sanctioning decision has become final through administrative channels, using the most appropriate media or channels, taking into account the nature and seriousness of the infringement, the geographical area affected, the means employed, and the characteristics of the market or sector concerned.

4. For exclusively informative and preventive purposes, the Government of Asturias may publish a summary list of infringements sanctioned by a final administrative decision during the previous three years, which shall include:

- a) the identity of the responsible natural or legal persons;
- b) a description of the facts;
- c) the legal definition of the infringement;

- d) the amount of the sanction imposed.

Such publication shall not be punitive in nature and shall not cause additional harm to the person who committed the infringement.

5. In the event of infringements related to misleading advertising, information or practices, the responsible person may be required, ex officio or at the request of consumer associations, to publish a public correction, of equal relevance and under conditions similar to those used for the dissemination of the infringing conduct. The correction shall not be punitive in nature, and its sole purpose shall be to rectify the information published and to protect the rights of consumers and users.

6. The advertising, publication and correction of information shall, in all cases, comply with the principles of necessity, proportionality and minimal intervention, and shall be carried out in accordance with the regulations on access to public information, transparency and good governance of Asturias.

7. The costs arising from the publication of the sanction and the public correction shall be borne in full by the person or entity responsible for the infringement, without prejudice to enforcement by the State in the event of non-compliance.

Section 2. Graduation

Article 82. *Criteria for graduated sanctions*

1. In order to determine the specific amount and extent of the sanctions, the aggravating, mitigating or mixed circumstances provided for in the following articles shall be taken into account.

2. The combination of these circumstances shall not alter the legal classification of the infringement (minor, serious or very serious), but it shall influence the level of the sanction within the relevant tier.

3. In the absence of aggravating or mitigating circumstances, the sanction shall be imposed at the medium grade.

4. Where one or more aggravating circumstances apply, the sanction shall be imposed at the maximum grade.

5. Where one or more mitigating circumstances are present, the sanction shall be imposed at the minimum grade.

6. If aggravating and mitigating circumstances arise simultaneously, their respective weight shall be assessed in order to determine the grade of the sanction through a process of weighing up the factors.

7. Circumstances which have already been taken into account for the purpose of establishing the infringement or classifying it as minor, serious or very serious shall not be regarded as aggravating or mitigating circumstances.

8. In any event, sanctions shall be imposed in accordance with the principles of legality and proportionality, and in such a way that non-compliance does not prove more advantageous than compliance with the rules.

Article 83. *Aggravating circumstances*

Aggravating circumstances include, but are not limited to, the following:

- a) taking advantage of a significant market position – whether in terms of market share, brand recognition or influence – to infringe consumer protection regulations;
- b) directly affecting particularly vulnerable consumers, where such vulnerability is linked to the facts constituting the infringement;
- c) using methods, contracting systems or regulatory interpretations aimed at circumventing the application of mandatory consumer rules;
- d) demonstrating a clear unwillingness to make good the damage caused, despite a formal request or express warning from the competent authority;
- e) taking advantage of a position of power or circumstances that limit the consumer's freedom of choice or decision-making capacity;
- f) committing the infringement on a massive or widespread basis, especially when it affects a significant number of consumers or vulnerable groups;
- g) causing serious harm to the health, safety or economic interests of consumers, or to the general economic interest;
- h) committing further infringements of the same nature within a period of two years, as established by a final administrative decision, provided that they affect the same legal interest or infringe similar rights.

Article 84. *Mitigating circumstances*

The following, among others, shall be considered mitigating circumstances:

- a) the infringement was committed through mere failure to comply or slight negligence, arising from an excusable error or a lack of knowledge for which the person is not to blame, without any intent or direct benefit;
- b) the offender cooperates actively with the competent authority, assisting in establishing the facts, remedying the damage or immediately rectifying the offending conduct;
- c) the responsible party has compensated, in full or in part, for the damage caused to consumers or users prior to the imposition of the sanction;

- d) there are exceptional personal or social circumstances, which have been duly established, which significantly reduce the degree of guilt or the seriousness of the infringement.

Article 85. *Mixed circumstances*

Mixed circumstances are those which, depending on their specific assessment in each case and taking into account the nature, reasons for or effects of the infringement, may act as aggravating or mitigating factors. The following, among others, shall be considered:

- a) the turnover linked to the infringing facts and the economic capacity of the infringing person, in relation to the impact of the conduct;
- b) the amount of the unlawful gain obtained, whether directly or indirectly, as a result of the infringement;
- c) the extent of the harm or damage caused to consumers and users, both in their individual and collective dimensions;
- d) the number of consumers or users affected and the severity of the impact.

Article 86. *Reduction of financial sanctions*

1. Where the sanction consists solely of a fine, the amount thereof shall be reduced in accordance with the conditions laid down in the relevant basic legislation and Law 2/1995 of the Principality of Asturias of 13 March 1995.
2. The lodging of administrative appeals following the application of these reductions shall entail the automatic loss of the benefits applied.
3. The reductions provided for in this Article do not relieve the person who committed the infringement of the duty to cease the infringing conduct or to remedy its effects where appropriate.

Section 3. Other provisions

Article 87. *Damages*

1. Without prejudice to the relevant sanctions, the sanctioning decision may impose on the person responsible for the infringement the obligation to:
 - a) restore the altered situation to its original state;
 - b) return unduly received amounts;
 - c) compensate for proven harm and losses caused to consumers or users.

2. The consumer or user shall be guaranteed the right to be heard, for the purpose of proving the harm suffered and putting forward any arguments they deem appropriate.
3. If the compensation is not paid within the specified period, the Government may proceed to recover it through enforcement proceedings.
4. The amount collected shall be refunded in full to the injured consumer or user.
5. Appropriate administrative and judicial appeals may be lodged against the decision concluding the sanctioning proceedings.

Article 88. The impact of sanctions on the awarding of grants

Public aid or subsidies relating to consumer affairs, funded from the budget of the Government of Asturias, may be refused to natural or legal persons who have been sanctioned, by means of a final administrative decision, for committing serious or very serious infringements as defined in this Law, during the two years preceding the relevant call for applications.

This restriction shall not apply where the person concerned provides sufficient evidence that they have effectively rectified the conduct for which the sanction was imposed and have taken steps to prevent it from happening again.

CHAPTER IV **Liability for infringements**

Article 89. Responsible parties

1. Natural or legal persons who have committed the infringements legally defined in this Law, whether through action or omission, shall be held liable.
2. In particular, unless evidence is provided to establish the liability of a third party, the following shall be liable.
 - a) In the case of packaged, labelled or hermetically sealed products, the owner of the firm or business name appearing on the packaging, label, presentation or advertising, unless they can prove that the infringement is due to counterfeiting or tampering by third parties. Similarly, those who distribute, market or package such products. In case of absence of the legally required language, liability shall fall on the distributor or marketer.
 - b) In the case of products marketed under a private label, generic brand or distributor's brand, both the trademark owner and the manufacturer of the product shall be liable.
 - c) In the case of unlabelled products or those sold in bulk, where the business operator cannot be identified, the person in possession shall be held liable.

- d) In the event of infringements relating to non-conformity, breach of the guarantee regime or breach of the right of withdrawal, the supplier or distributor shall be liable. If it is impossible or unduly burdensome for the consumer to contact them, they may lodge a complaint directly with the producer, who shall be liable for the product's conformity, origin, identity, fitness for purpose and compliance with regulations.
- e) In the provision of services, liability shall lie with the natural or legal person with whom the contract was entered into or who is legally obliged to provide the service.
- f) In the case of products originating from other European Union countries or third countries, liability shall lie with the person who imports them or places them on the Spanish market.

3. Where the infringement is attributable to a legal person, the following may be held jointly and severally liable:

- a) natural persons who are members of their administrative or management bodies;
- b) the technical persons responsible for the preparation and/or control of the infringing products or services, in accordance with the company legislation in force.

A person shall be exempt if he or she proves that he or she has voted against or expressly objected to the unlawful conduct. Liability may extend to natural or legal persons controlling or maintaining franchise or exclusive marketing agreements with the offender.

4. Persons providing information society services shall be liable for the actions or omissions attributable to them in accordance with the applicable regulations.

5. Where several persons are involved in committing the infringement, they shall be jointly and severally liable.

Article 90. *Liability when acting as a representative*

The following shall be jointly and severally liable with the person they represent:

- a) persons who are present on the market as its representative;
- b) persons who act in its name or on its behalf;
- c) persons who make public display of this condition;
- d) person who act as if they were acting on its behalf, giving the impression that they are.

This joint and several liability shall apply unless it is conclusively proven that there is no legal relationship or authorisation between the two parties.

CHAPTER V

Limitation period and lapse

Article 91. *Statute of limitations for infringements*

1. The infringements provided for in this Law shall be subject to a limitation period as provided for in Article 30(1) of Law 40/2015 of 1 October 2015 on the Legal Framework for the Public Sector.
2. The limitation period shall not begin until the infringement has become apparent or has occurred. In the case of ongoing infringements, the period of calculation shall begin when the infringing conduct ceases or when the final act constituting the infringement takes place. In cases of related infringements, the time limit applicable to the most serious infringement shall apply.
3. The limitation period shall be interrupted by the initiation of criminal proceedings concerning the same facts or related facts, the legal separation of which is not possible. In that case, the judicial decision shall be binding on the Government.
4. The limitation period shall also be interrupted by the initiation of administrative sanctioning proceedings in respect of the same facts, with the knowledge of the person concerned, even if such proceedings are initially conducted in accordance with different sector-specific regulations. If this law is ultimately applied on the grounds of identical legal basis, the limitation period shall be reset if the proceedings are suspended for more than one month for reasons not attributable to the alleged offender.

Article 92. *Lapse of the sanctioning proceedings*

1. The sanctioning proceedings shall lapse if no decision is reached within nine months of their commencement.
2. Where proceedings that were initially conducted separately are joined, the limitation period shall be calculated from the date on which the last of the joined proceedings was initiated.
3. The lapse of the limitation period shall not prevent the initiation of new proceedings in respect of the same facts, provided that the infringement is not time-barred.

Article 93. *Limitation period for sanctions*

1. Sanctions imposed under this Law shall be subject to a limitation period as provided for in Article 30(1) of Law 40/2015 of 1 October 2015.

2. The limitation period shall begin on the day following the day on which the sanctioning decision becomes enforceable or the period for appealing against it has elapsed. The commencement of enforcement proceedings, with the knowledge of the person concerned, shall interrupt the limitation period. The time limit shall be recalculated if the proceedings are suspended for more than one month for reasons not attributable to the offender.

3. In the case of presumed rejection of the appeal filed against the decision imposing the sanctioning decision, the limitation period shall commence the day after that on which the period legally provided for resolving the appeal ends.

Sole additional provision *Register of Consumer Infringements and Sanctions*

1. The Register of Consumer Infringements and Sanctions of Asturias is hereby established; it shall be of an administrative and confidential nature and shall be attached to the regional ministry responsible for consumer affairs.

2. This register shall record the final administrative sanctions imposed for infringements classified as serious or very serious, during the corresponding limitation period. The documentation shall include at least the following:

- a) facts constituting the infringement;
- b) legal classification;
- c) identity of the natural or legal person sanctioned;
- d) sanction imposed;
- e) date on which the decision became final.

3. The purpose of the Register shall be to:

- a) ensure the monitoring of regulatory compliance;
- b) promote consistency in the application of the sanctioning regime;
- c) facilitate cooperation between competent public authorities;
- d) serve as a basis for the graduation of sanctions and the adoption of complementary measures.

4. The incorporation and processing of data shall comply with the regulations in force on the protection of personal data, guaranteeing the rights of access, rectification, cancellation and opposition under the terms established by law.

First transitional provision. *Pending proceedings*

1. Any administrative sanctioning or appeal proceedings initiated prior to the entry into force of this Law shall be processed and resolved in accordance with the regulations in force at the time they were initiated.

2. However, where this Law is more favourable to the person concerned as regards the classification of the infringement or the applicable sanction, it shall be applied retroactively, in accordance with the general principles of sanctioning law.

Second transitional provision. *Recognition of associations*

Consumer and user associations registered in the corresponding regional register prior to the entry into force of this Law shall maintain their recognition and full rights, and must comply with the new requirements laid down in this regulation within 12 months of its entry into force.

Sole repealing provision. *Repeal of regulations*

1. Law 11/2002 of the Principality of Asturias of 2 December 2002 on Consumers and Users, and any provisions of equal or lower rank that are contrary to the provisions of this Law, are hereby repealed.

2. Furthermore, any regional provisions that are incompatible with this Law or that prevent its full implementation within Asturias are hereby repealed.

First final provision. *Amendment of related rules*

1. Within 24 months from the entry into force of this Law, the Parliament of Asturias shall introduce the necessary amendments to regional provisions relating to the protection of consumers and users, in order to ensure that they are fully in line with the principles and provisions of this Law.

2. All references contained in the regional regulations to Law 11/2002 of the Principality of Asturias of 2 December 2002 on Consumers and Users shall be understood as being made to this Law.

Second final provision. *Interpretation in accordance with the principle of pro-consumer protection*

1. This Law must be interpreted and applied in accordance with its protective purpose, ensuring at all times that the rights of consumers and users are effectively upheld.

2. In case of doubt about the scope, meaning or application of its provisions, the interpretation most favourable to the protection of the rights and legitimate interests of consumers and users shall prevail, especially in situations of structural inequality or vulnerability.

3. This pro-consumer principle of interpretation shall also apply to the drafting of regulations, administrative actions, inspection and enforcement activities and out-of-court dispute resolution procedures relating to consumer affairs.

4. Interpretation in accordance with the pro-consumer principle shall be carried out within the applicable regulatory framework and in accordance with European Union law, the Spanish Constitution, the Statute of Autonomy of the Principality of Asturias and the basic national legislation on the protection of consumers and users.

Third final provision. *Regulatory development*

1. Within 24 months from the entry into force of this Law, the Parliament of Asturias shall adopt the regulatory provisions necessary for its development and implementation.

2. Until the entry into force of these provisions, the previous regulations applicable in this area shall remain in force, insofar as they do not conflict with this Law.

Fourth final provision. *Entry into force*

This Law shall enter into force on the 20th day following that of its publication in the *Official Gazette of the Principality of Asturias*, unless expressly provided for otherwise in this Law.