

Changes Made to the Regulation on Distance Contracts to Protect Consumers

A. Introduction

With the Regulation on the Amendment of the Regulation on Distance Contracts ("**Amendment Regulation**") published in the Official Gazette No. 32909 on May 24, 2025, new amendments have been introduced to the Regulation on Distance Contracts ("**Regulation**"), which will come into force on January 1, 2026.

You can access the full text of the Amendment Regulation [here](#).

B. Pre-Information Obligation

With the Amendment Regulation, changes have been made to paragraphs (g) and (k) of Article 5 titled "Pre-Information" of the Regulation.

In the mentioned paragraph (g), it has been regulated that in cases where the right of withdrawal exists, in order for the seller or provider to be considered to have fulfilled the pre-information obligation, the consumer must be provided with information about the conditions, duration, procedure for exercising this right, and the carrier designated by the seller for returns. Additionally, the phrase in the previous text of this paragraph, which stated that "in the case of return with the carrier designated by the seller, the return cost shall not exceed the delivery charge, and the return cost amount and which party will bear it," and "in case of return with a carrier other than the one designated by the seller, the return cost will be borne by the consumer," has been removed from the article by the Amendment Regulation. With this change, the consumer's obligation to pay the return costs in the event of exercising

the right of withdrawal has been eliminated.

Furthermore, with the Amendment Regulation, the phrase in the Regulation stating "consumers may apply to the consumer arbitration committee or the consumer court in case of disputes" has been amended to include "subject to the condition that mediation must be applied before filing a lawsuit, in accordance with Article 73/A of the Law." With this regulation, it has become mandatory to provide consumers with information that mediation is a prerequisite for filing a lawsuit under the pre-information obligation.

C. Responsibility for Return Costs When Exercising the Right of Withdrawal

In the fourth paragraph of Article 12, titled "Obligations of the Seller or Provider" of the Regulation, the phrase "subject to the provision of the third paragraph of Article 13" has been removed by the Amendment Regulation, and the fifth paragraph of the same article has been amended.

In line with this, according to the Amendment Regulation, when exercising the right of withdrawal, if the product is returned through the carrier designated by the seller, the consumer will not be held responsible for the return costs. Additionally, if the seller has not specified any carrier for returns in the pre-information, no return cost can be demanded from the consumer.

D. Exceptions to the Right of Withdrawal

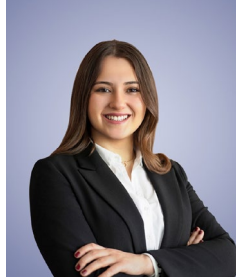
Article 15 of the Regulation lists situations where the consumer cannot exercise the right of withdrawal unless otherwise agreed. With the Amendment Regulation, the paragraph (i) within this article has been repealed, allowing consumers to exercise the right of withdrawal in contracts related to mobile phones, smartwatches, tablets, and computers delivered to them, starting from January 1, 2026.

E. Conclusion

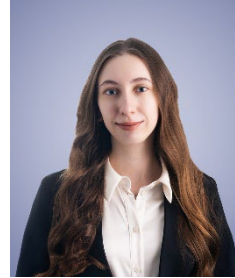
With the changes that will come into effect on January 1, 2026, the right of withdrawal, return costs, and pre-information obligations in distance contracts have been restructured in favor of the consumer.

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