

BTSF

Legal framework of e-commerce controls — Petr CEJKA

Contract number 2017 96 05 – New Food Investigation Techniques –
Phase II - *Course 2b: E-Commerce of food advanced*

© European Union 2020

Unless otherwise noted the reuse of this presentation is not authorised. For any use or reproduction of elements that are owned by the EU, permission may need to be sought directly from the respective right holders. All statements and references in this presentation come from the Training coordinator and tutors and do not represent the official position of the European Commission.



BTSF Legal framework of e-commerce controls

- **Adaptation to Reg. 2017/625**
- **Scope of Competence**
- **Different players** – FBO (recipient of the service/trader), service provider (platforms, market places)
- **Identification of FBO**
- **Focus of Official Controls**
- **Distance contract**
- **Control Purchase step by step**



BTSF

**Regulation (EU) 2017/625 of the European Parliament and of the Council
of 15 March 2017 on official controls and other official activities
performed to ensure the application of food and feed law, rules on animal
health and welfare, plant health and plant protection products
(Official Controls Regulation)**

shall apply from 14/12/2019

Article 36 - Sampling of animals and goods offered for sale by means of distance communication

http://ec.europa.eu/food/safety/official_controls/legislation_en

https://ec.europa.eu/food/sites/food/files/safety/docs/oc_qa_ocregulation_20170407_en.pdf

BTSF Adaptation to Reg. 2017/625

Article 5 (1) The competent authorities and the organic control authorities shall:

(a) have procedures and/or arrangements in place to ensure the effectiveness and appropriateness of official controls and other official activities;

(g) have the legal powers to perform official controls and other official activities and to take the action provided for in this Regulation and in the rules referred to in Article 1(2);

(h) have legal procedures in place in order to ensure that staff have access to the premises of, and documents kept by, operators so as to be able to accomplish their tasks properly;

BTSF Adaptation to Reg. 2017/625

- COMPARE *Article 9* of **Reg. 2017/2394** on cooperation between national authorities responsible for the enforcement of consumer protection laws

Minimum powers of competent authorities:

- to access to any relevant documents, data or information;
- to require any public authority, body or agency within their Member State or any natural person or legal person to provide any relevant information, data or documents;
- tracing financial and data flows;
- the power to remove content or to restrict access to an online interface or to order the explicit display of a warning to consumers when they access an online interface;
- the power to purchase goods as test purchases, where necessary, under a cover identity;
- the power to order a hosting service provider to remove, disable or restrict access to an online interface

BTSF Adaptation to Reg. 2017/625

Article 36 - Sampling of animals and goods offered for sale by means of distance communication – samples ordered from operators **by the competent authorities without identifying themselves** – the power of an inspector to act under a cover identity

Article 138 (2) - Actions in the event of established non-compliance

(i) order **the cessation** for an appropriate period of time of all or part of the activities of the operator concerned and, where relevant, **of the internet sites it operates or employs;**

- a national measure towards information society service providers who are not FBOs

BTSF Scope of competence - Case law of ECJ

– C-585/08, C-144/09

- The following matters, the list of which is not exhaustive, are capable of constituting evidence from which it may be concluded that **the trader's activity is directed to the Member State of the consumer's domicile**:
- the international nature of the activity,
- use of a language or a currency other than the language or currency generally used in the Member State in which the trader is established with the possibility of making and confirming the reservation in that other language,
- mention of telephone numbers with an international code,

BTSF Scope of competence - Case law of ECJ

– C-585/08, C-144/09

- use of a top-level domain name other than that of the Member State in which the trader is established, and
- mention of an international clientele composed of customers domiciled in various Member States.
- On the other hand, the mere accessibility of the trader's or the intermediary's website in the Member State in which the consumer is domiciled is insufficient. The same is true of mention of an email address and of other contact details, or of use of a language or a currency which are the language and/or currency generally used in the Member State in which the trader is established.

BTSF Scope of competence - AAC

- website is using another language than the language of the MS in which the trader is established

Article 104

- **Assistance on request** (perform official controls or investigations necessary to provide the requesting competent authorities without delay with all necessary information and documents to enable them to take informed decisions and verify compliance with Union rules within their jurisdiction.)

Article 106

- **Assistance in the event of non-compliance creating a risk or a repeated or potentially serious infringement** (investigate the matter, take all necessary measures and inform the notifying competent authorities of the nature of the investigations and official controls performed, of the decisions taken and of the reasons for such decisions.)

BTSF Different players

e-Trader A 2 (2) Dir 2011/83/EU on consumer rightsFood	e-market place/ e-platform	e-advertiser/e-Publisher – no possibility to buy	Service provider – merely technical role
Food business operator A 3 (3) Reg. (EC) 178/2002	Food business operator – <u>when playing active role as FBO</u> A 3 (3) Reg. (EC) 178/2002	Food business operator – <u>when there is a possibility to order</u> A 3 (3) Reg. (EC) 178/2002	-
Recipient of the service A 2 (d) Dir 2000/31/EC on electronic commerce	- Service provider A 2 (b) Dir 2000/31/EC - Recipient of the service A 2 (d) Dir 2000/31/EC	Recipient of the service A 2 (d) Dir 2000/31/EC on electronic commerce	Service provider A 2 (b) Dir 2000/31/EC on electronic commerce
tesco.com	e-Bay	https://www.jointhehealthmagazine.com	Internet service provider – T-mobile Webhosting provider – GoDaddy
Amazon			

BTSF FBO, Trader, Recipient of the service

Regulation (EC) 178/2002 - *Article 3* - Other definitions

2. **‘food business’** means any undertaking, whether for profit or not and whether public or private, carrying out any of the activities related to any stage of production, processing and distribution of food;

3. **‘food business operator’** means the natural or legal persons responsible for ensuring that the requirements of food law are met within the food business under their control;

Directive 2011/83/EU on consumer rights - *Article 2*

2. **‘trader’** means any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession in relation to contracts covered by this Directive;

Directive 2000/31/EC on electronic commerce - *Article 2*

(d) **"recipient of the service"**: any natural or legal person who, for professional ends or otherwise, uses an information society service, in particular for the purposes of seeking information or making it accessible;

BTSF Identification of FBO

Is the operator FBO?

If yes, what requirements of food law are relevant to him?

Reg. 1169/2011

15) Union rules should apply only to undertakings, the concept of which implies **a certain continuity of activities** and **a certain degree of organisation**. Operations such as the occasional handling and delivery of food, the serving of meals and the selling of food by private persons, for example at charity events, or at local community fairs and meetings, should not fall within the scope of this Regulation.

Reg. 852/2004

(9) Community rules should not apply either to primary production for private domestic use, or to the domestic preparation, handling or storage of food for private domestic consumption. Moreover, they should apply only to undertakings, the concept of which implies **a certain continuity of activities** and **a certain degree of organisation**.

In which phase of a food chain is the operator active? (e-FBO – owner of the website, transport, fulfillment center, broker, intermediary, e-market place)

BTSF Identification of FBO

- Is the FBO located in the MS, in another MS or 3rd country?
- Is the FBO registered?
 - Registered FBO (all FBOs are obliged to be registered by a competent authority)
 - FBO is not registered but is identified on the website
 - FBO which is neither registered nor identified (contact a service provider, internet tracing)
- Is it the FBO with E-shop with brick-and-mortar store/warehouse or with E-shop without a warehouse?

BTSF Registration of FBO (establishment + activities)

Article 6 Reg. 852/2004 - Official controls, **registration** and approval

2. In particular, **every food business operator** shall notify the appropriate competent authority, in the manner that the latter requires, of each establishment under its control that carries out any of the stages of production, processing and distribution of food, with a view to the registration of each such establishment.

Food business operators shall also ensure that the competent authority always has up-to-date information on establishments, including by notifying any significant change in activities and any closure of an existing establishment.

Article 2 (1) (c) **‘establishment’ means any unit of a food business;**

+ *NEW* - Article 15 Reg. 2017/625- **Obligations of operators**

5. For the purpose of Article 10(2) and subject to Article 10(3), operators shall provide the competent authorities with at least the following updated details:

(a) their name and legal form; and

(b) the specific activities they carry out, including activities undertaken by means of distance communication, and the places under their control

BTSF FBO - Click & Collect

Customers can shop online and pick up the groceries without having to enter the store or keep to the store's opening hours.

This gives them the convenience of online shopping without the costs and inconveniences related to home deliveries.



<https://www.strongpoint.com/solutions/retail/click-collect/>

BTSF Unusual FBOs



DELIVERY COMPENIES/FULFILMENT CENTRES - What requirements can we control by these operators?



In case the operator is aware that he transports foodstuffs /prepares packages with foodstuffs - he is **responsible** in accordance with Article 17 of GFL **for requirements of food law which are relevant to his activities** – case by case approach (e.g. hygiene rules, FC - labelling in respective language).

BTSF Unusual FBOs

PRIVATE PREMISES - Can competent authorities control private premises?

Article 5 (1) (h) Reg. 2017/625 – h) have legal procedures in place in order **to ensure that staff have access to the premises of**, and documents kept by, **operators**

Regulation 852/2004 on hygiene foresees controls of PREMISES USED PRIMARILY AS A PRIVATE DWELLING HOUSE BUT WHERE FOODS ARE **REGULARLY PREPARED** FOR PLACING ON THE MARKET (Annex II, Chapter III).

In case the national law prevents competent authorities from controlling private premises, it should be changed.

BTSF Unusual FBOs

Is the operator who is distributing foodstuffs free off charge a FBO?

Does he have to fulfil the requirements of article 14 of Reg. 1169/2011?

Yes, such operator is considered a FBO.

No, he does not have to comply with article 14 of Reg. 1169/2011 as he is not selling products. He is just offering them for free.

Article 14 Distance selling

*Without prejudice to the information requirements laid down in Article 9, in the case of prepacked foods **offered for sale** by means of distance communication (...)*

F

BTSF Service provider

- Directive 2000/31/EC on electronic commerce - *Article 2*
- (b) "**service provider**": any natural or legal person providing an information society service;
- (a) "**information society services**": services within the meaning of Article 1(2) of Directive 98/34/EC as amended by Directive 98/48/EC;
- Directive 2015/1535/EU laying down a procedure for the provision of information in the field of technical regulations and of rules on Information Society services (*codification*) – *Article 1*
- 1(2)(b) '**service**' means any Information Society service, that is to say, any service normally provided for remuneration, at a distance, by electronic means and at the individual request of a recipient of services.

BTSF Directive 2000/31/EC on electronic commerce - Article 12 – Mere conduit

- information society service that consists of :
- the transmission of information, or
- the provision of access to a communication network

the service provider is not liable for the information transmitted, on condition that the provider:

- (a) does not initiate the transmission;
- (b) does not select the receiver of the transmission; and
- (c) does not select or modify the information contained in the transmission.

Article 12 shall not affect the possibility for a court or administrative authority, in accordance with Member States' legal systems, of requiring the service provider to terminate or prevent an infringement.

BTSF Directive 2000/31/EC on electronic commerce - Article 14 - Hosting

- information society service that consists of:

- the storage of information provided by a recipient of the service

the service provider **is not liable for the information stored, on condition that:**

- (a) the provider does not have actual knowledge of illegal activity or information or
- (b) the provider, upon obtaining such knowledge or awareness, acts expeditiously to remove or to disable access to the information.

Article 14 shall not affect the possibility for a court or administrative authority, in accordance with Member States' legal systems, of requiring the service provider to terminate or prevent an infringement, nor does it affect the possibility for Member States of establishing procedures governing the removal or disabling of access to information.

BTSF Directive 2000/31/EC on electronic commerce - Article 14 - Hosting

1. Where an information society service is provided that consists of the storage of information provided by a recipient of the service, Member States shall ensure that the service provider is not liable for the information stored at the request of a recipient of the service, on condition that:

(a) the provider does not have actual knowledge of illegal activity or information and, as regards claims for damages, is not aware of facts or circumstances from which activity or information is apparent; or (b) the provider, upon obtaining such knowledge or awareness, acts expeditiously to remove or to disable access to the information.

2. Paragraph 1 shall not apply when the recipient of the service is acting under the authority or the control of the provider.

3. This Article shall not affect the possibility for a court or administrative authority, in accordance with Member States' legal systems, of requiring the service provider to terminate or prevent an infringement, nor does it affect the possibility for Member States of establishing procedures governing the removal or disabling of access to information.

BTSF ECJ - Case C-324/09 - L'Oréal v eBay

6. **Article 14(1)** of Directive 2000/31/EC ('Directive on electronic commerce') must be interpreted as applying to the operator of an online marketplace where that operator **has not played an active role** allowing it to have knowledge or control of the data stored.

- Active role (a role of such a kind as to give provider knowledge of, or control over, stored data) = *The operator provides assistance which entails, in particular, optimising the presentation of the offers for sale in question or promoting them.*
- - Neutral role (a merely technical and automatic processing of the data provided by its customers) = *(...) the operator none the less cannot (...), rely on the exemption from liability (...) if it was aware of facts or circumstances on the basis of which a diligent economic operator should have realised that the offers for sale in question were unlawful and, in the event of it being so aware, failed to act expeditiously in accordance with Article 14(1)(b) of Directive 2000/31.*

BTSF ECJ - Case C-324/09 - L'Oréal v eBay

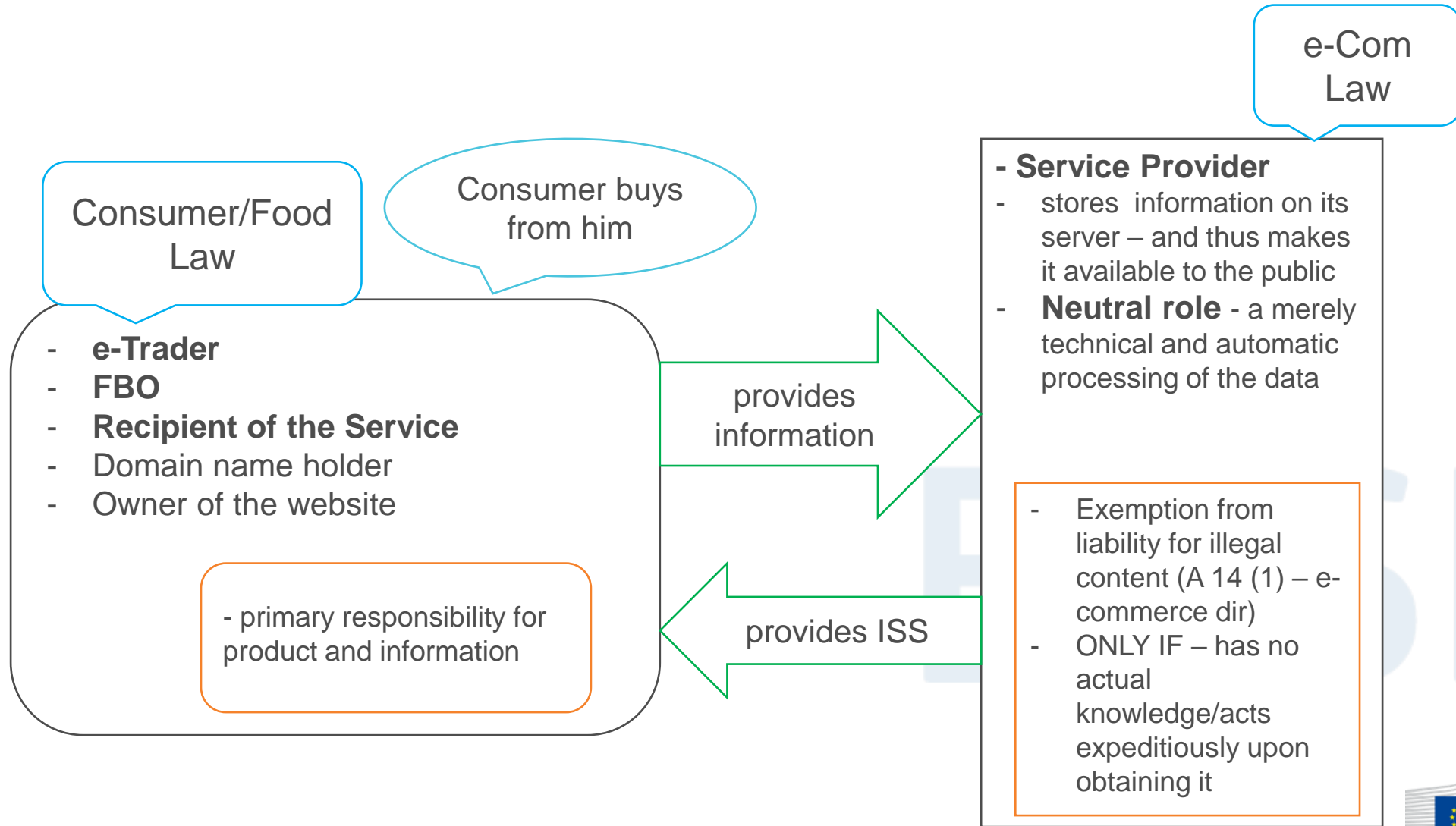
- 109 (...) *an internet service consisting in facilitating relations between sellers and buyers of goods is (...) 'information society service'.*
- 110 (...) *it is not disputed that eBay stores, that is to say, holds in its server's memory, data supplied by its customers. (...) Furthermore, eBay normally receives remuneration inasmuch as it charges a percentage on transactions completed on the basis of those offers for sale.*
- 114 *It is clear (...) that eBay processes the data entered by its customer-sellers. (...)*
- 115 (...) *the mere fact that the operator of an online marketplace stores offers for sale on its server, sets the terms of its service, is remunerated for that service and provides general information to its customers cannot have the effect of denying it the exemptions from liability provided for by Directive 2000/31 (...).*
- 116 *Where, by contrast, the operator has provided assistance which entails, in particular, optimising the presentation of the offers for sale in question or promoting those offers, it must be considered not to have taken a neutral position between the customer-seller concerned and potential buyers but to have played an active role of such a kind as to give it knowledge of, or control over, the data relating to those offers for sale. It cannot then rely, in the case of those data, on the exemption from liability referred to in Article 14(1) of Directive 2000/31.*

BTSF

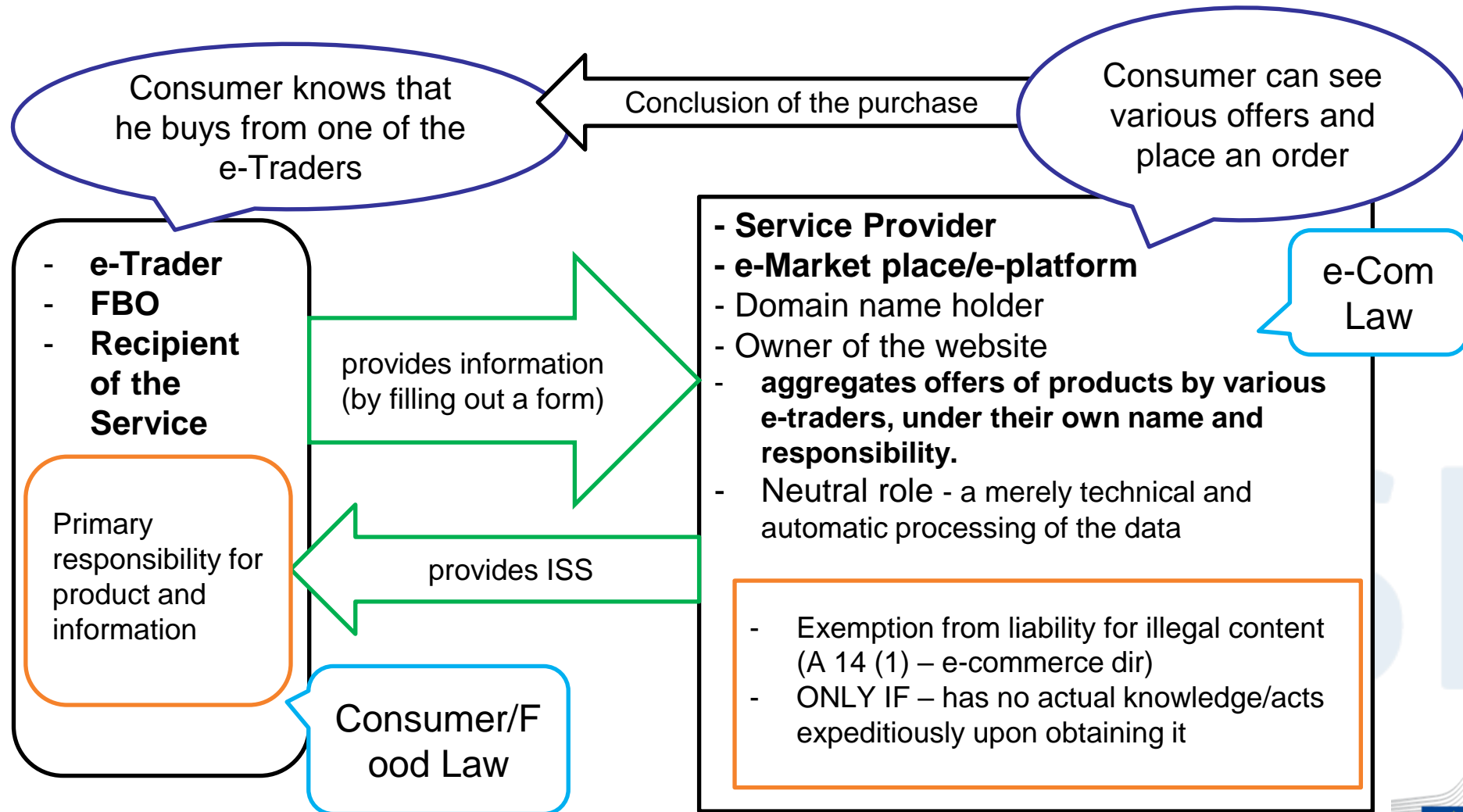
Directive 2000/31/EC on electronic commerce - Article 15 - No general obligation to monitor

2. Member States may establish obligations for information society service providers promptly to inform the competent public authorities of alleged illegal activities undertaken or information provided by recipients of their service or obligations to communicate to the competent authorities, **at their request**, information enabling the identification of recipients of their service with whom they have storage agreements.

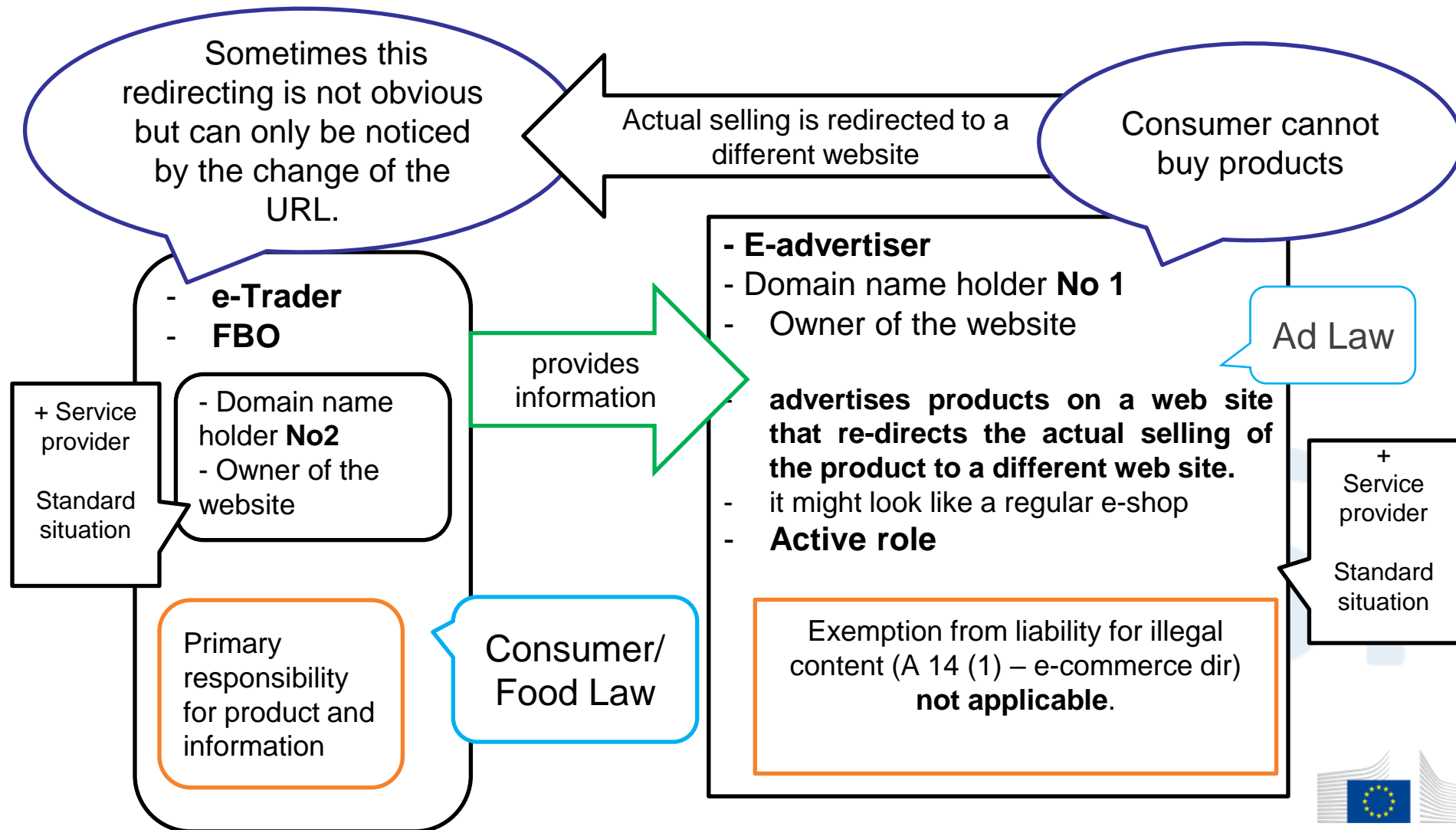
BTSF Standard Situation – 1 website



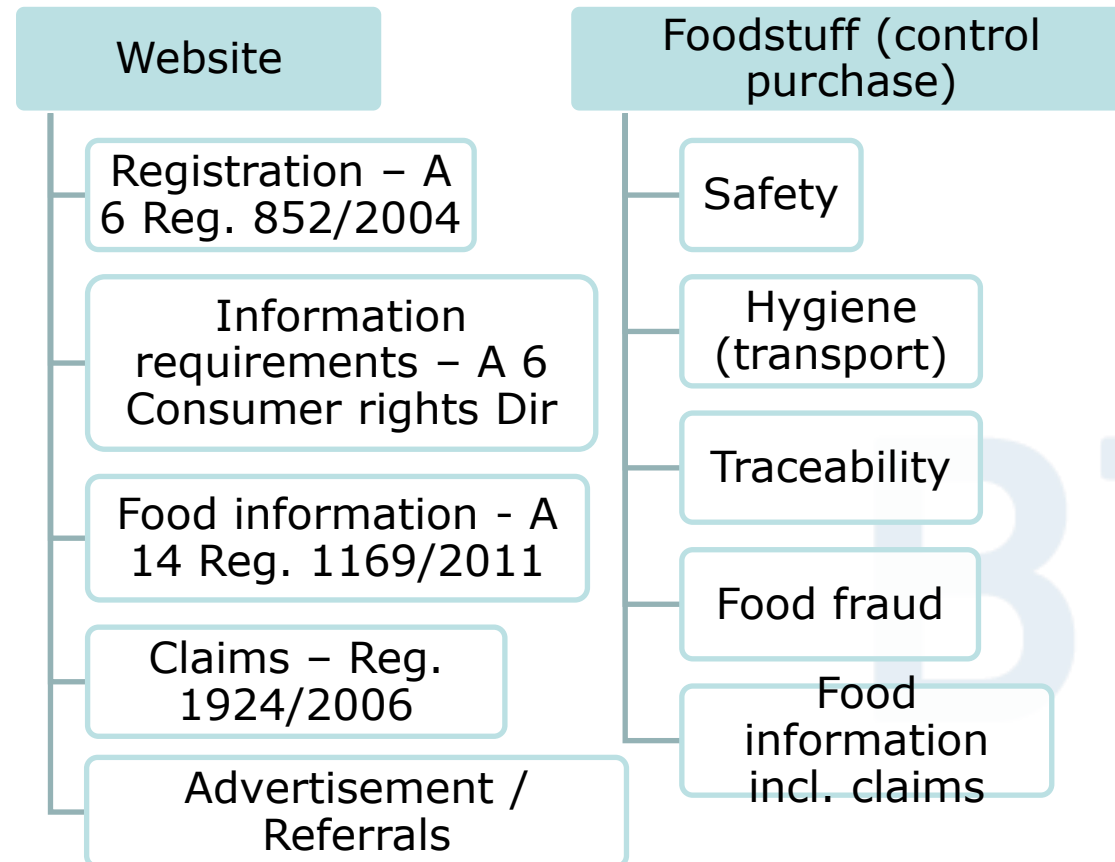
BTSF Situation with Market Place – 1 website



BTSF Situation with e-advertiser – 2 websites



BTSF Focus of Official Controls by foods offered by means of distance communication



BTSF Controls of food information – A 14, A 7 Reg. 1169/2011

WHAT / WHEN – mandatory FI except for date marking before the purchase is concluded (at the stage of the purchase offer), ALL FI at the moment of delivery

FI - not misleading - accurate, clear and easy to understand (applicable also to advertisement)

WHO – owner of the website (secondary liability of service provider)

HOW – easily accessible (A 12); the information must appear on the material supporting the distance selling or must be provided through other appropriate means; free of charge

- *by websites – only website or hyperlink*

BTSF Food information, advertising

Regulation (EC) 1169/2011 – *Article 2 (2)* – **Definitions**

(a) **‘food information’** means information concerning a food and made available to the final consumer by means of a label, other accompanying material, or any other means including modern technology tools or verbal communication;

Directive 2006/114/EC concerning misleading and comparative advertising - *Article 2*

‘advertising’ means the making of a representation in any form in connection with a trade, business, craft or profession in order to promote the supply of goods or services, including immovable property, rights and obligations;

advertising - <https://www.jointhehealthmagazine.com/flexoplex.html>

advertising + food information (depends on national approach) - <https://www.flexoplex.com/?source=JHM/Flex/B/organic>

BTSF Advertisement / Consumer Reviews

What is the status of consumer reviews which concern a certain product?

This has to be assessed on a case-by-case basis. In the opinion of the CAFIA, it would have to be proven that the operator actively optimizes the reviews on the website (for example, it only maintains positive referrals).

If both negative and positive reviews are included, it would be difficult to draw such a conclusion as the operator would retain its neutral role with regard to these reviews and could argue that they are subject to freedom of speech.

BTSF Dir 2011/83/EU on consumer rights vs. Reg. 1169/2011 FIR

- adopted same date (25 October 2011) as FIR
- **‘without prejudice to Union food labelling provisions’** – e.g. to A 14, A 7 Reg. 1169/2011
- main consumer protection instruments for online services
- all goods (including food) and services contracts

Dir 2011/83/EU on consumer rights - *Article 3*

3. This Directive shall not apply to contracts:

(j) for the supply of foodstuffs, beverages or other goods intended for current consumption in the household, and which are physically supplied by a trader on frequent and regular rounds to the consumer's home, residence or workplace;

BTSF Distance contract – Dir. 2011/83/EU on consumer rights

- ☐ goods and services
- ☐ B2C (trader + consumer)
- ☐ under organised distance sales or service-provision scheme
- ☐ ‘means of distance communication’ used exclusively, including conclusion
- ☐ without simultaneous physical presence of supplier and consumer (mail order, Internet, telephone or fax)

Dir. on consumer rights - *Article 2*

(7) **‘distance contract’** means any contract concluded between the trader and the consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;

Guidelines to Dir 2011/83/EU on consumer rights

Page 30 - The fact that parties meet each other after concluding the distance contract, typically at the time of delivery or payment, should not change the classification of a contract as a distance contract.

BTSF Means of distance communication -R. 1169/2011

(u) 'means of distance communication' means any means which, without the simultaneous physical presence of the supplier and the consumer, **may be used for the conclusion of a contract** between those parties.

Article 14 - Distance selling

Without prejudice to the information requirements laid down in Article 9, in the case of prepacked foods **offered for sale by means of distance communication**:

a) mandatory food information, except the particulars provided in point (f) of Article 9(1), **shall be available before the purchase is concluded**

Document QandAs to Reg. 1169/2011 - *In the case of a food offered for sale by means of distance selling, where the means may be used for ordering/purchasing purposes, the mandatory information shall be provided by this means at the stage of the purchase offer.*

BTSF Distance contract – Dir. 2011/83/EU on consumer rights

Guidelines to Dir 2011/83/EU on consumer rights - Page - 32

Article 8

2.[...]

The trader shall ensure that the consumer, when placing his order, explicitly acknowledges that the order implies an obligation to pay. (...)

The second subparagraph of Article 8(2) requires that the button used to place the order on the website is clearly labelled. This label can be designed in different ways as long as it gives a clear message about the obligation to pay:

- ☐ *For example, terms such as 'buy now', 'pay now' or 'confirm purchase' would convey the message required by this provision;*
- ☐ *On the contrary, phrases such as 'register', 'confirm' or 'order now' as well as unnecessarily long phrases that may effectively conceal the message about the obligation to pay, are less likely to meet this requirement.*

BTSF Information requirements for distance contracts

Dir 2011/83/EU on consumer rights - *Article 6* - Mandatory information **prior to conclusion of distance contract**

- main characteristics of the goods
- identity of the trader (trading name), address at which is the trader established (tel., fax, e-mail), address of the place of business,
- total price of the goods inclusive of taxes, all additional delivery charges/costs, arrangements for payments,
- right of withdrawal (14 days – starting point - the day after the day of taking physical possession of goods (delivery – Recital 41)
- info that the right of withdrawal is not provided (A 16 - (d) the supply of goods which are liable to deteriorate or expire rapidly; (e) the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;

BTSF Distance contract – Dir. 2011/83/EU on consumer rights

- *Article 8 (2),(7)*
- 2. **If a distance contract to be concluded by electronic means places the consumer under an obligation to pay**, the trader shall make the consumer aware in a clear and prominent manner, and directly before the consumer places his order, of the information provided for in points (a), (e), (o) and (p) of Article 6(1). The trader shall ensure that the consumer, when placing his order, explicitly acknowledges that the order implies an obligation to pay. (..) If the trader has not complied with this subparagraph, the consumer shall not be bound by the contract or order. *(or else no contract)*
- 7. The trader shall provide the consumer with the confirmation of the contract concluded, on a durable medium within a reasonable time after the conclusion of the distance contract, and at the latest at the time of the delivery of the goods...

BTSF

Goods offered for sale **by means of distance communication - Any means which**, without the simultaneous physical presence of the supplier and the consumer, **may be used for the conclusion of a contract**

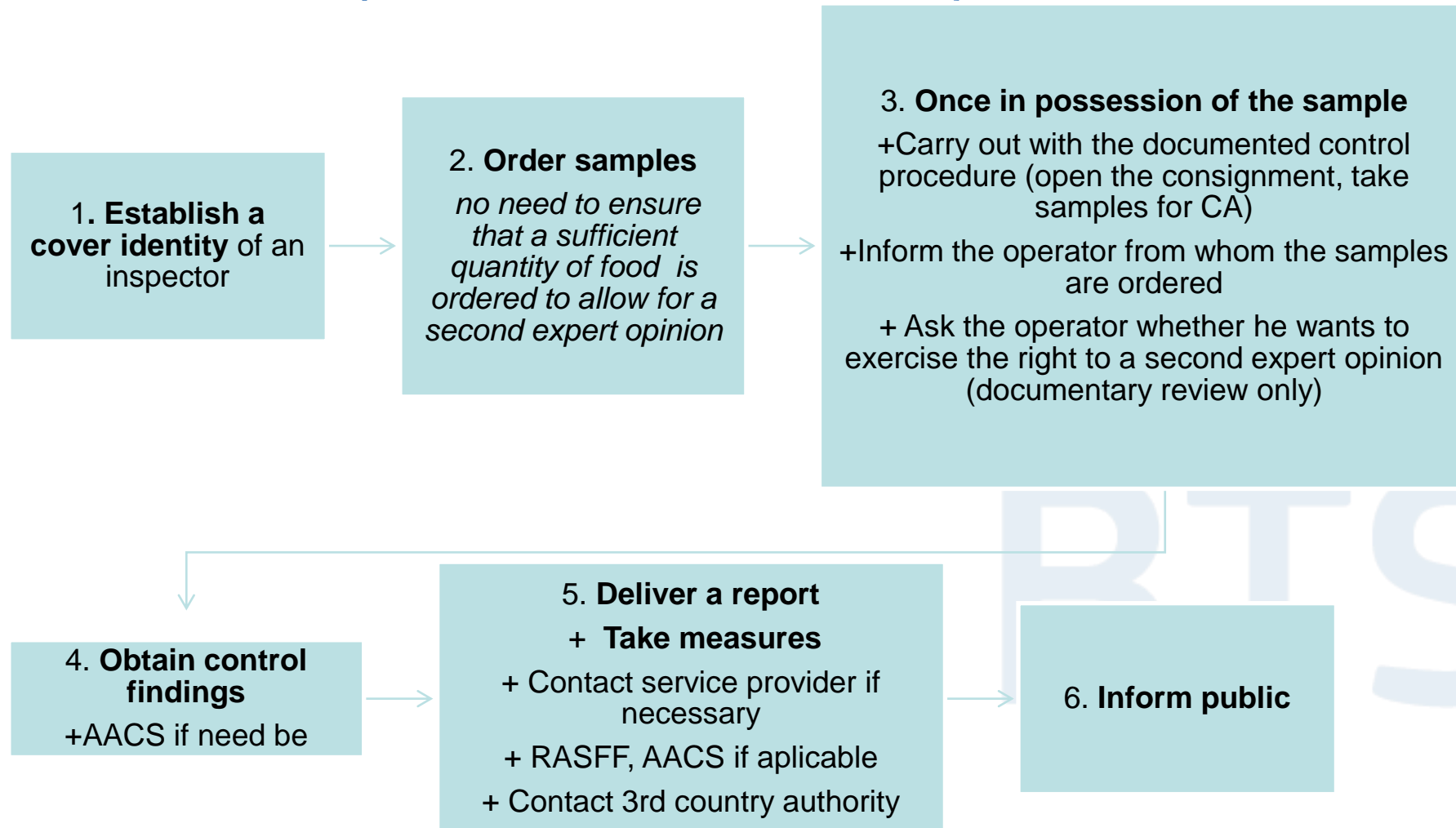
Mandatory FI - **available before the purchase is concluded**
(at the stage of purchase offer, **PAYMENT IS NOT MANDATORY**
at the stage of purchase offer)

The fact that parties meet each other after concluding the distance contract, typically **at the time of delivery or payment**, should not change the classification of a contract as a distance contract.

If a distance contract to be concluded by electronic means places the consumer under an obligation to pay - The trader shall ensure that the consumer, when placing his order, explicitly acknowledges **that the order implies an obligation to pay** - *'order with obligation to pay', 'buy now', 'pay now', 'confirm purchase'*

The confirmation of the contract concluded, on a durable medium within a reasonable time after the conclusion of the distance contract, and **at the latest at the time of the delivery of the goods.**

BTSF Control purchase – step by step (Article 36 OCR)



BTSF Control Purchase – national provisions

CZ - Act 255/2012 Coll., on controls

Section 8 letter b) – Inspector is authorized within the framework of the official control to carry out a control purchase, (...).

+

CZ – Decree 231/2016 Coll., on sampling and methods of analysis

Section 4 (1) (e) – Sampling is carried out by control purchase.

+

CZ – Act on CAFIA – Operator covers costs for a non-compliant sample ordered by mystery shopping (it includes price of the sample, delivery costs if any, costs for analyses).

BTSF Control Purchase – A 36 OCR

Regulation 625/2017 - Article 36

Sampling of animals and goods offered for sale by means of distance communication

1. In the case of animals and goods offered for sale by means of distance communication, samples ordered from operators by the competent authorities **without identifying themselves** may be used for the purposes of an official control.
2. Competent authorities shall take all steps to ensure that **the operators** from whom the samples are ordered in accordance with paragraph 1:
 - (a) **are informed** that such samples have been taken in the context of an official control and, where appropriate, are analysed or tested for the purposes of such official control; and,
 - (b) where the samples referred to in paragraph 1 are analysed or tested, **are entitled to exercise the right to apply for a second expert opinion provided for in Article 35(1).**

BTSF Control Purchase – A 35 OCR

Regulation 625/2017 - Article 35 - *Second expert opinion*

1. The competent authorities shall ensure that **operators, whose animals or goods are subject to sampling, analysis, test or diagnosis in the context of official controls, have the right to a second expert opinion,** at the operator's own expense.

Such right shall entitle the operator to request a documentary review of the sampling, analysis, test or diagnosis by another **recognised and appropriately qualified** expert.

2. Where relevant, appropriate and technically feasible, having regard in particular to the prevalence and distribution of the hazard in the animals or goods, to the perishability of the samples or the goods and to the amount of available substrate, **the competent authorities** shall:

(a) when taking the sample, and if so requested by the operator, ensure that a sufficient quantity is taken to allow for a second expert opinion and for the review referred to in paragraph 3, should this prove necessary; or,

(b) where it is not possible to take a sufficient quantity as referred to in **point (a), inform the operator thereof.**

(...)

3. Member States may decide that, where there is a dispute between the competent authorities and the operators based on the second expert opinion referred to in paragraph 1, operators may request, at their own expenses, the documentary review of the initial analysis, test or diagnosis and, where appropriate, another analysis, test or diagnosis by another official laboratory.

BTSF Measures to be taken in case of noncompliance - FBO

BEFORE - Measures according to Reg. 882/2004 (Article 54)

Article 54 (2) (h) any other measure the competent authority deems appropriate.

NOW – Reg. 2017/625 - Article 138 (2)

Actions in the event of established non-compliance

(2) When acting in accordance with paragraph 1 of this Article, **competent authorities shall take any measure they deem appropriate to ensure compliance** with the rules referred to in Article 1(2), including, but not limited, to the following:

- i) order the cessation for an appropriate period of time of all or part of the activities of the operator concerned and, where relevant, of the internet sites it operates or employs;
- j) order the suspension or withdrawal of the registration or approval of the establishment, plant, holding or means of transport concerned, of the authorisation of a transporter or of the certificate of competence of the driver;

BTSF Measures to be taken in case of non-compliance - FBO

Cessation of the internet sites

- removal of content
 - restriction of access to an online interface
 - explicit display of a warning to consumers
-
- **e-FBO** (owner of the website) – *level of the individual offer/product*
 - **e-platform/e-marketplace** - *level of the individual offer/product*
 - **Internet service provider** – e.g. UPC / registrar / national central registrars / host – *level of the whole website*

BTSF Summary



- General food law applies also to e-FBOs.
- controls of information made available by means of distance communication is possible in all MSs.
- new OCR (Reg. 2017/625) introduces control purchase – applies since 14/12/2019.
- Administrative Assistance and Cooperation – crucial for effective official controls of distance selling.

BTSF

Thank you

European Commission
Consumers, Health and Food Executive Agency
DRB A3/042
L-2920 Luxembourg

AENOR INTERNACIONAL
6, Genova street. 28004. Madrid, SPAIN
Tel: +34 91 432 61 25
Mail: 20179605NFIT@aenor.com
www.btsf-aenor.com

AENOR

© European Union 2020

Unless otherwise noted the reuse of this presentation is not authorised. For any use or reproduction of elements that are owned by the EU, permission may need to be sought directly from the respective right holders. All statements and references in this presentation come from of the Training coordinator and tutors and do not represent the official position of the European Commission.

Slide xx: [element concerned](#), source: [e.g. Fotolia.com](#); Slide xx: [element concerned](#), source: [e.g. iStock.com](#)