CONTROL OF UNFAIR OR UNCONSCIONABLE TRADE PRACTICES/WITH SPECIAL REFERENCE TO CONSUMER PROTECTION*

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I. INTRODUCTION

1. Legislative framework

The Netherlands, unlike most other West European countries, do not possess a comprehensive Act on Unfair Trading Practices (such as the Belgian Wet op de handelspraktijken(1), the Danish Lov om markedsføring(2), the German Gesetz gegen den unlauteren Wettbewerb(3), the Irish Consumer Information Act(4), the Norwegian Lov om kontroll med markedsføring(5), the Spanish Ley General para la Defensa de los Consumidores y Usuarios(6) and the Swedish Marknadsföringslagen(7)). Nor is there any prospect of such an act being drafted in the near future.

In 1971, a proposal to enact a comprehensive Fair Trading Act was rejected both by the Secretary of State for Economic Affairs and by the Social and Economic Council. Although the enactment of such a law has been proposed in legal writing time and again, this idea has met with little success in politics. Under the present trend of deregulation, the likelihood of a new act seems even smaller than before.

The absence of a comprehensive act has as a consequence, first, that the administrative law provisions concerning trade practices are scattered over a number of separate acts and, second, that there exists no specific general clause ("Generalklausel") for such practices. The latter gap has been filled by the general tort provision of the Civil Code, and as of late by the more specific provision in the same Code on misleading advertising. Since these are civil law provisions, public authorities cannot proceed against trade practices which only violate these provisions. In such a case, private enforcement is the only solution.

Private law suits in the area of trade practices are quite common. Usually, they are instituted by competitors and not by consumers. Many of the suits instituted by competitors have a favourable spin-off for consumers. However, this is not

necessarily the case. Law suits by competitors may also aim at maintaining resale price systems or at preventing inexpensive imports and the like.

A trend towards a better use of the general tort provisions by consumers has only recently been set in the Netherlands. This development has occurred much later than in other countries, such as the Federal German Republic and the United States. Consumers' organizations have made a limited use of the possibility of a collective action, recently accorded them in the Act on Misleading Advertising. Following a 1986 Supreme Court judgement, the use of collective action with regard to other trade practices has suffered a setback.

The lack of a general regulation with regard to trade practices has often been offset by self-regulatory codes. This is especially the case where advertising is concerned. Self-regulation plays an important role in Dutch society, not only where trade practices are concerned, but also with regard to standard contract terms and even solving conflicts between consumers and suppliers of goods and services.(8)

The use of unfair standard contract terms is in some countries considered to be a trading practice. Leaving aside the question whether this is correct or not, I shall not treat standard form contracts in this report for the simple reason that this subject in itself would require a national report of its own.(9)

2. Towards a general clause for trade practices?

Since the prospects of a comprehensive Fair Trading act are at present dim, a less ambitious plan calling for at least a general clause on trade practices in the Civil Code may be easier to realize. A comprehensive act and a general clause do not always go together. Although most fair trading acts do lay down a general clause, some even exclusively, this is not always the case. Vice versa, it is conceivable that there is a general clause on trade practices, without detailed regulation of the various specific marketing practices.

In 1971, the Social and Economic Council, although rejecting the enactment of a comprehensive act, proposed the introduction of a specific general clause on trade practices in the Civil Code. The proposal also called for the introduction of collective action by consumers' organizations.

The idea has met with approval in legal writing, although more emphasis on the consumer point of view has been suggested. But the government has not taken up the proposal. The recently enacted Book 6 of a New Civil Code only contains the provisions on misleading advertising, which had already been introduced in the present Civil Code. The government has not yet reacted to a proposal to introduce a general clause in order to deregulate detailed provisions of some trade practices legislation.

3. Advertising and the Constitution

As in other democracies, there exists in the Netherlands a basic freedom to disseminate consumer information, to advertise and to promote sales. The freedom of thought is protected by section 7 of the new 1983 Constitution, which however makes an exception for commercial advertising.(10)

This exception is at present being challenged before the European Court of Human Rights in Strasbourg, for being contrary to section 10 of the European Convention on Human Rights.(11)

4. Plan of the study

In this national report, a distinction will be made between advertising (chapter II), on the one hand, and marketing and other trade practices (chapter III), on the other. The distinction is not always very sharp, but from the point of view of Dutch regulation - including self-regulation - it seems to be useful.

As has already been indicated, the general tort provision of the Civil Code plays an important role both with regard to advertising and to marketing and other trade practices. It therefore appears appropriate to treat the remedies and procedures for both types of practices together (chapter IV).

II. ADVERTISING

5. Introduction

Dutch law does not encompass a general regulation of advertising. A general provision in the Penal Code, introduced in 1915, has long proved to be ineffective. To fill the gap, the general tort provision of the Civil Code, section 1401, is often invoked. In 1980, the general provision has been supplemented by some specific rules on misleading advertising, including a collective action for consumers' organizations. These specific rules have been introduced in the Civil Code.

Rules on advertising for specific products may be found in several of the Orders based on the Warenwet (Consumer Goods Act) and on other administrative acts. Advertising in specific mass media has been regulated both in an Order based on the Broadcasting Act and in private self-regulatory codes.

From a consumer point of view, self-regulation plays an important role in advertising.(12) The general tort provision of the Civil Code is usually invoked by competitors, but the self-regulatory codes - as well as the Civil Code provisions on misleading advertising - are often applied at the request of consumers and their organizations.

6. General tort provision

Dutch case law on advertising which is based on section 1401 Burgerlijk Wetboek, the equivalent of section 1382 Code Civil, is abundant. It is not necessary to report on this case law in detail. Rather, some general trends will be set out.

Although advertising has for long been submitted to section 1401 Burgerlijk Wetboek, the consumer's interest therein has only been discovered recently. The large majority of civil actions against certain forms of advertising in the regular courts are still instituted by competitors.

Dutch legal writing distinguishes five categories of advertising, which may be contrary to the general tort provision: misleading advertising, comparative advertising, disparaging advertising, referring advertising and suggestive advertising. Of these five categories, the first two are of special interest from the consumer point of view. They will be treated below. Disparaging and referring advertising are of importance only as between competitors, whereas suggestive advertising has so far produced very little case law.

7. Comparative advertising

As the author of a recently defended thesis points out, in 'the Netherlands the theory of comparative advertising has to find its way without the clear guidance of the Supreme Court'.(13) From the case law of the courts of first instance and the appellante courts, this author concludes that Dutch law with regard to comparative advertising is very strict.

First, a number of comparisons is allowed: comparisons of systems and not of individual products, technical comparisons, non-public comparisons, comparisons which serve as a defense against aggressive advertising of competitors, and comparisons in which only the prices of identical products are compared. Second, other comparisons are only allowed if they fulfill a number of requirements: the products compared must be highly similar, the product characteristics mentioned should be complete, the compared product characteristic has to be verifiable, the comparison has to include all essential elements, finally the comparative advertisement has to be correct as to its form.(14)

8. Misleading advertising

In 1980, an Act on Misleading Advertising has entered into force. The Act has introduced three new sections into the Civil Code.(15)

Section 1416a applies to anyone who publishes, or causes to be published, a statement concerning goods and services offered by him, or by those on whose behalf he acts in the exercise of a profession or undertaking. It declares such person

guilty of illegal action, if the statement is misleading in one or more respects. Section 1416a gives a number of examples of what will be considered misleading.

Section 1416b contains a reversal of the burden of proof. He, who has drawn up himself or caused to be drawn up the content and presentation of the statement, shall bear the burden of proof of the correctness and the completeness of the facts contained in the statement or suggested thereby and upon which the allegedly misleading character of the statement is based, except in so far as this division of the burden of proof is unreasonable.

Under section 1416c the court may prohibit any further publications of the statement concerned. It may also order the publication of a rectification. Such court order as well as a prohibition may be asked by a consumers' organization. This is one of the rare examples of a collective action in Dutch legislation. We shall deal with it in paragraph 27.

The Act has given rise to a number of court decisions, among which several decisions of the Hoge Raad (Supreme Court). More important: consumers' organizations have made use of their new powers to start negotiations with a far larger number of enterprises. In 1984, the government reported favourably on three years' experience with the Act.(16) One may even say that the provisions on misleading advertising have become a major tool to combat other unfair trading practices as well, since these often are accompanied by advertising.

9. Advertising for specific products

Provisions prohibiting 'any indication in word or image which may be misleading with regard to the nature, the composition, the origin, the weight or the way of preparation of the goods concerned, in whatever way they are used', may be found in a large number of Orders based on the Warenwet (Consumers Goods Act) and on a number of similar Acts. Such provisions may also be found in regulations issued by public trade corporations.

The provisions prohibiting misleading advertising are usually supplemented by provisions prescribing the supply of certain information. This is in keeping with the modern trend towards integration of the law on advertising and consumer information.(17)

Provisions on advertising for specific products may also be found in legislation on medical and pharmaceutical products. In practice, control on advertising for pharmaceutical products is exercised by a self-regulatory body.(18)

10. Advertising in specific media

Legislation on advertising in specific media only exists with regard to radio and television. Section 49 Omroepwet (Broadcasting Act) entrusts the Reclameraad (Advertising Board) with laying down regulations on advertising and with enforcing such regulations. The regulations were first published in 1976.(19) Day-to-day affairs are handled by the Stichting Etherreclame (STER). The procedure in case of disputes will be described in paragraph 25. The decisions of the Reclameraad are published in the annual reports of the Board, in a loose-leaf publication(20) and in several recent law reviews.(21)

Advertising in newspapers and magazines is not regulated by law but by self-regulation. In 1964, advertising counsellors, publishers of newspapers and magazines and agencies for cinema advertising adhered to the Nederlandse Code voor het Reclamewezen (Dutch Advertising Code).(22) Later, the major consumers' organizations also accepted the Code. The complaints procedure will be described in paragraph 24. The decisions of the Reclamecodecommissie are published in the same way as those of the Reclameraad.

11. Advertising in connection with specific trade practices

Several of the acts on specific trade practices, to be discussed in the next chapter, contain provisions which are of importance for advertising. Thus, section 1 of the Order based on the Colportagewet (Door-to-Door Sales Act) provides that door-to-door salesmen shall refrain from making misleading statements. Another example is section 3 Wet beperking cadeaustelsel (Limitation of Gifts Act), which as one of four conditions to be met for an exception to the general prohibition to apply requires certain information to be given in all advertising matter.

III. MARKETING

12. Introduction

As we have mentioned above, no comprehensive Fair Trading Act exists in the Netherlands. Instead, there is a number of specific Acts on certain types of sales promotion and marketing practices, such as games and gifts (paragraph 14) and door-to-door sales (paragraph 15). Other sales methods, like misleading price declaration (paragraph 16), mail-order sales (paragraph 17), inertia sales (paragraph 18), pyramid selling (paragraph 19) and loss-leadering (paragraph 20), have not, not yet or not adequately been dealt with by the legislature. However, some of these activities have been regulated in self-regulatory codes.

Not only is there no Fair Trading Act, but even a general provision on marketing practices is non existent in Dutch legislation. As in the case of advertising, this gap is filled to some extent by the general tort provision of the Civil Code (paragraph 13). Deregulation has recently led to the abolishment of the Clearance Sales Act and in the near future will affect the Door-to-Door Sales Act (paragraph 21).

13. General tort provision

In the absence of a general provision which is attuned specifically to marketing methods, the general provision on torts, section 1401 Civil Code, is also applied to marketing. There is a large number of cases. The large majority of cases is initiated by competitors rather than by consumers or consumers' organizations. Their importance from a consumer point of view is limited. This will be apparent from the headings under which the case law is reported: undermining of export and sales organizations, boycott, imitation of products and of sales methods, infringement of trademarks, etc.(23)

The general thrust of this case law is that the mere taking advantage of a competitor's marketing does not in itself constitute a tort. This will only be the case when additional requirements are met, such as the fact that the product or sales method of a competitor is imitated only to damage the competitor.

14. Games and gifts

Games and gifts are at present regulated by the Wet beperking cadeaustelsel 1977 (Limitation of Gifts Act). The Act covers gifts, offering goods at very low prices and offering stamps which may be exchanged for goods, all on condition that they are offered in connection with goods (section 1). Section 7 of the Act empowers the Queen-in-Council to extend the scope of application of the Act to consumer services.

The Act generally forbids the offering of gifts. It also forbids the offering of goods in connection with one or more other goods if such offer or supply is used to cover up the offer or supply of a gift (section 2). Sections 3-5 of the Act allow certain exceptions.(24) Under section 8, the Minister of Economic Affairs may grant dispensation of certain gifts, either generally or in specific cases. In case of dispensation, the Hoofdbedrijfschap voor de detailhandel (Public trade corporation for the retail trade) and representative trade organizations and consumers' organizations shall be heard (section 9).

The Limitation of Gifts Act has been deemed to be in conformity with free circulation of goods within the European Economic Community.(25)

The Act is supplemented by a self-regulatory code of conduct of the Dutch banks, who in the late 70's had caused confusion by offering small radio's, pens and watches as presents for new clients (the Act does not apply to such practices). In 1986, the Commission for Consumer Affairs of the Social and Economic Council has rejected a proposal of the Secretary of State for Consumer Affairs to extend the scope of application of the Act, so as to include - among others - services.(26)

The only sanctions which are possible under the Act itself, are of a criminal law nature. However, a civil law injunction based on section 1401 Civil Code may be asked, once the Act has been infringed. This may be concluded from a judgement in summary proceedings, in which the injunction was actually denied on the ground that the offender most probably would not have been prosecuted anyway.(27) An interesting question also rises when the Act has not been infringed: may one ask for an injunction based on section 1401 Civil Code in such a case? My answer would be: in general yes, but the question is far from being settled.(28) Plaintiffs in such case will usually be competitors, and not consumers or their organizations.

15. Door-to-door contracts

Like most other West European countries, the Netherlands have enacted a Door-to-Door Contracts Act: the Colportagewet. Perhaps the terminology door-to-door sales sounds more familiar, but it also is somewhat misleading, since the Act applies to the supply of services as well as of goods.

The Act requires the establishment of an advisory council for hire-purchase and door-to-door transactions. It further consists of a number of administrative and of civil law provisions. With regard to the administrative law, the Act distinguishes between credit transactions, which are forbidden, hire-purchase transactions, which require registration of the seller with the local Chamber of Commerce, and cash transactions, for which registration is only necessary if the goods concerned belong to one of a number of product categories, enumerated in a 1975 Order.

The Minister of Economic Affairs may cancel a registration in certain cases (section 14), but has never yet used this power. This, as well as experience with the Advisory Council, has raised the question whether the registration requirement should not be dropped.

A door-to-door contract must be laid down in writing (section 24). The writing should be in conformity with the requirements of an Order by the Queen-in-Council. Under this Order, the writing shall mention the sum of all payments due. It also must be clearly legible.

Section 25 of the Act gives the buyer an eight day cooling-off period, beginning on the day the writing was registered with the Chamber of Commerce. Since contracts are usually not

registered on the day of their conclusion, the cooling-off period often runs for a far longer time.

By way of deregulation measure, the government has proposed to diminish the administrative control of door-to-door contracts by abolishing the registration requirement. The Commission for Consumer Affairs is at present studying the government proposal.

16. Misleading price declaration

Misleading price declaration is still a wide-spread phenomenon in the Netherlands. In 1983, the Commission for Consumer Affairs, in an almost unanimous report, advised the legislature to intervene.

So far, the Civil Code provisions on misleading advertising and the self-regulatory Advertising Code have proved to be rather efficient instruments in the fight against misleading price declaration. Keurentjes even prefers extending this type of regulation to introducing new legislation.(29)

17. Mail-order sales

There is no specific legislation on mail-order sales. All major mail-order companies in the Netherlands subscribe to a self-regulatory code. The code, among others, gives consumers a one-week cooling-off period.

The Advertising Code contains some specific rules regarding the advertisements of mail-order companies. Name and address of the company should be given (a post office box is considered insufficient). Goods and services as well as the total purchase price should be set out in a clear way. The cooling-off period should be mentioned.

18. Inertia selling

Unlike some other European countries, the Netherlands have not yet passed any legislation on inertia selling. A bill on consumer sale, which is pending in Parliament, does contain such a regulation.

Under section 7.1.1.5 of the bill, any person to whom a commodity has been supplied and who reasonably may expect the commodity to have been supplied in order to induce him to conclude a sale, may keep such commodity, notwithstanding any declaration to the contrary by the supplier, unless the supply of the commodity may be attributed to the person. The latter exception is somewhat broader than 'unsolicited'. It also covers cases in which the consumer appeared to have solicited the commodity or where a housemate for whom the consumer is responsible has done so.

Section 7.1.1.5 also empowers the person to return the commodity to the supplier at the supplier's cost. It makes the supplier liable for damages on the same footing as the seller.

In the absence of any legislation, it is quite clear that no sales contract is formed by merely keeping unsolicited goods. Although this may be obvious to a lawyer, it will not always be so obvious to a lay person. The introduction of a specific provision on unsolicited goods in Dutch legislation must therefore be welcomed (although extending the principle to all contracts would be preferable).

19. Pyramid selling

Dutch legislation does not give any specific rules for pyramid selling. The government, some years ago, proposed the adoption of such rules. This proposal has been one of the victims of the present deregulation trend. As a result, the only protection which the consumer has at the moment is the one offered by sections 1416 a-c Civil Code on misleading advertising.

20. Loss-leadering

Loss-leadering and dumping are two phenomena, which so far have elicited little comment from a consumer point of view. Measures of a civil law nature may under circumstances be possible under section 1401 or sections 1416 a-c Civil Code. Measures of an administrative law nature are possible under Dutch anti-trust law. The government has proposed to reinforce the law with regard to loss-leadering. Once again, this proposal has been a victim of deregulation, however.

21. Deregulation

In the preceding paragraphs, the concept of deregulation has been mentioned a number of times. Deregulation has gained much popularity with politicians and therefore deserves special attention.

The concept of deregulation is of US origin. Its main function is to alleviate cumbersome administrative procedures for private enterprise. In the Netherlands, deregulation has also come to stand for making legislation less complicated and for diminishing government expenditures. As of 1982, deregulation had become government policy.

The policy has resulted in the drafting of a deregulation check, to be applied to every new government bill. It has also led to a reconsideration of a number of existing laws and bills. As a consequence, several laws and bills in the consumer protection area have been abolished or withdrawn. An example of

a law which has been revoked is the Uitverkopenwet 1956 (Clearance Sales Act). Several examples of government proposals, which have been withdrawn, have been given in this Chapter.

Suggestions have been made to go even further and to withdraw the government bills on unfair contract terms and on consumer sale. The government has not followed these suggestions.(30)

IV. REMEDIES AND PROCEDURES

22. Introduction

In the area of advertising and other marketing practices, two major procedures co-exist in the Netherlands. The first is the ordinary civil procedure, often instituted in summary proceedings (paragraph 23). The second is the procedure before a self-regulatory disciplinary board (paragraph 24). Administrative procedures may in the future become a third major type of procedure in this domain (paragraph 25). At present, the administrative procedure under the Omroepwet (Broadcasting Act) has gained some popularity already.

Criminal procedures only plays a minor role in this matter. Why this is the case, will be explored in paragraph 26. In paragraph 27, I shall finally look into the future of collective action in this area.

23. Civil procedure

Section 1401 and sections 1416 a-c are usually invoked in summary proceedings (référé) before the President of the Arrondissementsrechtbank (District Court). This, because of its speediness, is a highly popular procedure.(31) it is only available in cases which require such speed, but the requirement is deemed to be met quite soon. The court may only hand down a provisional award, awaiting an ordinary trial, but usually no further proceedings take place.

The court may issue an injunction against any further use of an advertising campaign or a trade practice. Usually, a penalty is set, which will be forfeited to the plaintiff - and not to the State, as is the case in the German Federal Republic. Rectification and publication of the judgement may also be ordered. Damages used to be excluded from the remedies available in summary proceedings. Recently, the President of the Amsterdam District Court has begun to award damages in such cases, however. This practice has not yet spread to advertising and fair trading cases.

24. Self-regulation

The main self-regulatory code is the Reclamecode (Advertising Code). In 1984 more than 400 complaints were filed with the Commission charged with handling the complaints. Of the 344 complaints which were taken up, 15 had been filed by consumers' organizations, 281 by individual consumers, 29 by individual enterprises, 12 by trade organizations, while 7 were taken up ex officio by the commission itself.

The procedure used to be free, but as of 1983 consumers may have to pay Dfl. 25 (if they wish to pursue a complaint which has been dismissed by the President of the Commission) and enterprises have to pay Dfl. 250 for members of an affiliated organization or Dfl. 500 for non-members (all but Dfl. 100 will be reimbursed in case the complaint is found to be justified).

The Commission consists of two panels of five members. On each panel one member is nominated by the consumers' organizations. In 1984, a separate panel for direct mail and house sampling was set up.

The only major sanction which the Commission has at its disposal is a recommendation. This may be made privately, or in public. In the latter case, this amounts to a prohibition to go on using the advertisement in question, since members of the affiliated organizations will now be refrained from publishing the advertisement, or they may forfeit a penalty of up to Dfl. 15,000.

The Commission may also issue a general recommendation, which usually amounts to a kind of arrêt de règlement but sometimes to a mere reminder of an earlier recommendation. Infringing the Tobacco code may result in a penalty.

Appeal from decisions of the Commission lies with the College van Beroep.

25. Administrative procedure

Administrative procedures have in recent years gained importance in the consumer protection field.(32)

A specific procedure which has been in existence for nearly 20 years is that of the Reclameraad. This board lays down the regulations for advertising on Dutch radio and television, but it also judges whether or not a specific advertisement violates these regulations.

Complaints may be filed by private citizens and by competitors, as well as by consumers' organizations. Out of 145 complaints filed in 1984 only 5 were judged to be well-founded. In such case the only sanction which the Board has at its disposal is not to allow the advertising matter to be broadcast.

The Reclameraad also hears appeals from decisions of the Stichting Etherreclame (STER) not to accept an advertising film or a radio spot.

26. Criminal procedure

Criminal procedure only plays a limited role in the matter of advertising and fair trading. The dominant line of thought in the Netherlands is that criminal law shall only be involved as a matter of last resort.(33) Wherever possible, the legislature has given preference to civil law regulation.

27. Collective action

Although collective actions play an important role with regard to consumer protection in many jurisdictions, Dutch law and practice are very slow in accepting this highly efficient new procedural technique. Collective action has explicitly been allowed by section 1416c Civil Code and in a number of other - non-consumer - cases. Collective action will also be introduced with regard to unfair standard contract terms, under section 6.5.2A.6 New Civil Code.

The courts have been somewhat reluctant to accept collective action by consumers' organizations. The organizations have been even more reluctant to bring the matter before the court. The April 25, 1986 judgement of the Hoge Raad(34), was the first in which the Dutch Supreme Court was given the opportunity to pronounce itself on collective consumer action. The Court denied the Consumentenbond standing to sue, but it limited its considerations to unfair standard contract terms. The argument advanced was that it is not possible to anticipate upon a new law, which has not yet entered into force. This is a rather surprising argument for a Court, which has been anticipating on the New Civil Code in a number of cases, including a companion case decided on the same day.(35) It remains to be seen whether or not Dutch consumers' organizations will be willing to try it again, this time outside the unfair standard contracts area. An even more recent judgement of the Hoge Raad (36) allowing a number of environmental associations to file a collective action, should give them new hope.

The Dutch government has been less enthusiastical about collective consumer action recently. It has subscribed to a report drawn up by civil servants from several ministries, which in fact poses a barrier to the introduction of new forms of collective action in Dutch consumer law. This is surprising in view of the fact that in an era of deregulation, collective action would seem an appropriate alternative to detailed administrative regulation.

NOTES

* This is an updated version of Chapter 4 on Marketing Practices in the author's Consumer Legislation in the Netherlands/A Study prepared for the EC Commission, Wokingham Berkshire, 1980. The book forms part of a study of consumer legislation in the - then - nine EC member states, edited by N. Reich and H.W. Micklitz.
The present version does not include the translations of legal materials included in the book. Nor does it contain the footnotes with their references to legislative texts and case law.
On the other hand, it has been adapted so as to provide a (partial) answer to some of the questions posed by the General Reporter, Professor David J. Harland.

1. Act of May 27, 1960, Moniteur belge June 22, 1960. English translation in OECD Guide to legislation on Restrictive Business Practices, 3d ed. Paris 1971 (loose-leaf).
2. Act No. 297 of June 14, 1974, Lovtidende A 1974, XXX.
3. Act of June 7, 1909, Reichsgesetzblatt I, 499.
4. Act of 1978.
5. Odelsting prp nr. 57 (1971/72).
6. Act of July 19, 1984, Official Journal, July 24, 1984.
7. Statens Offentliga Utredningar 1975: 1418.
8. See: De consument en zijn klacht/themanummer Tijdschrift voor Consumentenrecht 1986/3, pp. 183-265.
9. See my national report 'Standard contracts and adhesion contracts according to Dutch law', in: Netherlands reports to the VIIIth International Congress of Comparative Law, Pescara 1970, Deventer 1970, p. 101-128, to be supplemented with my contribution on 'Unfair contract terms: new control systems', 26 American Journal of Comparative Law, 525-549 (1978).
10. See J.J.C. Kabel, Uitingsvrijheid en absolute beperkingen op handelsreclame, thesis Amsterdam, Deventer 1981.
11. See L. Dommering-van Rongen et al., Consumentenrecht, Alphen aan den Rijn 1979 (Chapter B 1200-12 by R. Overeem).
12. See my contribution on 'Non-Legislative Means of Consumer Protection: the Dutch Perspective', 7 Journal of Consumer Policy, 137-156 (1984).
13. P.J. Kaufmann, Passing Off and Misappropriation in the Law of Unfair Competition, thesis Utrecht 1985, p. 43.
14. Kaufmann, thesis (note 13), p. 43-50. I do not share the author's contention that 'Dutch law of comparative advertising is in a confused and deplorable state ...' (p. 53) and 'does not deserve the name competition law' (ibidem).
15. See R. Overeem in his Chapter on Advertising in Dommering-van Rongen (note 11).
16. Kamerstuk 1984-1985, 18 600, Chapter XIII, Nr. 17, p. 15-21. For a comment see J.J.A. Kabel, Tijdschrift voor Consumentenrecht 1985, p. 4-11.
17. Witness the name of the leading textbook Praktijkboek Reclame- en Aanduidingenrecht, Deventer 1978 (loose-leaf), edited by D.W.F. Verkade.
18. The Keuringsraad voor de Openlijke Aanprijzing van Geneesmiddelen (KOAGG). Its history and present function are described in Consumer Legislation in the Netherlands (1980), Nr. 130.
19. The text is set out in English translation in Consumer Legislation in the Netherlands (1980), Nr. 132.
20. Note 17 above.
21. Such as Intellectuele Eigendom en Reclamerecht, Tijdschrift voor Consumentenrecht and Tijdschrift voor Sociaal Recht.
22. The text is set out in English translation in Consumer Legislation in the Netherlands (1980), Nr. 133.
23. See H. Drion (ed.), Onrechtmatige Daad VI (S.K. Martens), Deventer 1960 - (loose-leaf); D.W.F. Verkade, Ongeoorloofde mededinging, Zwolle 1978.
24. The exceptions are set out in more detail in Consumer Legislation in the Netherlands (1980), par. 139.
25. Case 286/81, Jur. 1982, 4575 (Oosthoek Uitgeversmaatschappij).
26. Tijdschrift voor Consumentenrecht 1985, p. 303-304.
27. President Rechtbank Zutphen, 10 april 1985, Kort Geding 1985, nr. 130 (Sala v. Kluwer).

28. See R.B.M. Keurentjes, Agressieve handelspraktijken, thesis Nijmegen, Deventer 1986, p. 130. This thesis contains a wealth of comparative law data on the subject of trade practices.
29. Keurentjes, thesis (note 28 above), p. 144-145.
30. See my survey in Tijdschrift voor Consumentenrecht 1985, p. 67-76.
31. The use (and abuse) of summary proceedings will be one of the themes of the 8th World Conference on Procedural Law, to be held in Utrecht, August 1987.
32. See P. Rodrigues, Het College van Beroep; een nieuwe rechtsingang voor consumentenorganisaties?, Tijdschrift voor Consumentenrecht 1986, p. 103-106.
33. This subject is further elaborated in a thesis by Th. de Roos, to be defended at Utrecht University in 1986/1987.
34. Hoge Raad, April 25, 1986, Rechtspraak van de Week 1986, 86 (Consumentenbond v. Municipality of Smilde).
35. Hoge Raad, April 25, 1986, Rechtspraak van de Week 1986, 87 (Van der Meer v. Municipality of Smilde).
36. Hoge Raad, June 17, 1986, Rechtspraak van de Week 1986, 135 (Contact Milieubescherming Noord-Holland v. Municipality of Amsterdam).