



## EDF feedback on “Contract summary template for electronic communications service providers”

### About EDF

The [European Disability Forum](#) is an umbrella organisation of persons with disabilities that defends the interests of over 80 million Europeans with disabilities. We are a unique platform which brings together representative organisation of persons with disabilities from across Europe. We are run by persons with disabilities and their families. We are a strong, united voice of persons with disabilities in Europe.

### Feedback

There are several aspects when it comes to the accessibility for persons with disabilities of the contract summary referred to in the Commission draft implementing regulation which require substantial revision.

#### 1. Alternative formats

Many persons with disabilities will not be able to access the contract summary on an equal basis with others if this is not provided in an accessible format. Thus, the Regulation must set clearly that the contract summary will be provided either printed or electronically, under the end-user request, as well as the **electronic format will be accessible by default**.

#### 2. Binding accessibility requirements for information

As mentioned in recital 2, the contract information, whether printed or available electronically, shall comply with the accessibility requirements set out in Directive EU) 2019/882, known as the European Accessibility Act. However, this must also be reflected in the binding body of the Regulation (article 2).

## Article 2

**(1 new) The information shall comply with the accessibility requirements for end-users with disabilities laid down in Directive EU) 2019/882, Annex I, Section III, paragraphs (b) and (c)**

### 3. Font size and font type

The font size requirement of 10 points will be totally unreadable for many partially sighted end-users, including many older people. The European Blind Union has developed [clear print guidelines](#) which recommends the use of **14 points**. If this is not enough to fit all the information in one page, a font of 12 points must be required.

#### Article 2

Additionally, depending on the font type, the size will be different. Therefore, we recommend the Commission to set out the size using a more concrete font as example: Arial 14 pt..

If requiring a specific font (e.g. Arial) is not possible, it will be important to at least **require that the font type is sans serif**, as the fonts Arial, Verdana or Helvetica. A serif font is less readable for many persons with dyslexia or visual stress.

Finally, we also recommend avoiding self-made justified exemptions by the providers:

**(2) ~~Delete last sentence of paragraph: In exceptional and duly justified circumstances the font size may be reduced.~~**

### 4. Colours and contrast

When colours are used, these must not represent any meaning (e.g. red colour for an price offer), as many persons with disabilities won't be able to notice them.

Besides, "sufficient contrast" is vague, therefore, to be clearer, the Commission can refer to the contrast ratio required by the [harmonised European Standard](#) to prove compliance with the Web Accessibility Directive, which includes explicit requirements for digital documents (See clause 10.1.4.3 Contrast (minimum)).

Finally, if visuals are added, such as graphs or similar, the information provided on them must also be provided as [alternative text](#) or a written description for the printed version.

#### Article 2

**(3) When colours are used in the contract summary *these shall not convey any meaning, and* the content shall remain easily readable with a sufficient contrast *ratio of at least 4.5:1 as required by the European Standard EN 301 549.***

**Visuals shall not overlay text *and shall not convey meaning. When conveying meaning, these visuals should be provided in an alternative text or description of the visual, in the digital and print version respectively.***

## 5. Understandability

Again, the provision to ensure that the language will be understandable is vague. We propose the same approach as the one taken by the European Accessibility Act concerning Consumer banking services, this is:

Article 2

(4) The contract summary shall be drafted in easily **understandable** language **without exceeding a level of complexity superior to level B1 (intermediate) of the Council of Europe's Common European Framework of Reference for Languages**. Specialised language **and acronyms** shall not be used.

## 6. Headings

The headings must not only be visually distinguishable, but also electronically by marking them up properly in the digital document, since many people who use assistive technologies such as a screen reader navigate digital documents moving from heading to heading. This is one of the [basic requirements of the Web Accessibility Guidelines](#), included in the above mentioned European Standard EN 301 549.

(5). Headings shall be distinguishable from the text, **including by those using assistive technologies to access the digital version of the contract summary**.

## Recital

(8) Specialised language, technical jargon and acronyms should be avoided. **Any specialised language, technical jargon and acronyms shall be clearly defined and explained in an understandable manner, without exceeding a level of complexity superior to level B1 (intermediate) of the Council of Europe's Common European Framework of Reference for Languages**.

(10) The contract summary should provide information enabling consumers to contact **an accessible point of contact** of their provider, especially in case of complaints. Relevant contact information may include, in addition to an e-mail address or **accessible** telephone number, the possibility to use **accessible** web forms or other types of **accessible** direct contact.

The recitals of the regulation could mention the European Standard [EN 301 549 v.2.1.2](#), as this will help electronic communication providers to ensure that the digital formats of their documents will follow the relevant accessibility requirements laid down in the binding provisions of the European Accessibility Act.

## ANNEX

### p. 2, paragraph 2

The name, address and direct contact information of **an accessible point of contact** of the provider and, if different, the direct contact information **an accessible point of**

**contact** for any complaint, shall be included below the name of the provider. The summary can be dated.

## Contact

For any further question, please don't hesitate to contact:

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