



**ROYAL DECREE 1828/1999, 3 DECEMBER, WHICH
APPROVES THE REGULATION FOR THE GENERAL
CONDITIONS OF CONTRACT REGISTRY**

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**ROYAL DECREE 1828/1999, 3 DECEMBER,
WHICH APPROVES THE REGULATION
FOR THE GENERAL CONDITIONS
OF CONTRACT REGISTRY**

**REAL DECRETO 1828/1999, DE 3 DE DICIEMBRE,
POR EL QUE SE APRUEBA EL REGLAMENTO DEL
REGISTRO DE CONDICIONES GENERALES DE LA
CONTRATACIÓN**

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ROYAL DECREE 1828/1999, 3 DECEMBER, WHICH APPROVES THE REGULATION FOR THE GENERAL CONDITIONS OF CONTRACT REGISTRY

The Act 7/1998, 13 April, has created the General Conditions of Contract Registry in its Article 11. In accordance with Article 11.1, the organisation of the Registry “shall be subject to the rules regulatory established”.

The Article 11 of said Act embraces the principal aspects of this Registry in relation to its content, publication of the information and functions of the Registrar. In accordance with Article 11.9, the Registrar “shall only issue the entry requested after examining that the requirements established are met”.

As the Council of State pointed out, the General Conditions of Contract Registry is “a Registry for contract terms and judgments. In accordance with Act 7/1998, which shall be interpreted in the light of the Constitution and the Directive 93/13/EEC, the principal aim of the Registry is to protect the consumer towards unfair terms and to avoid that said terms are included in the consumer contracts, specially, as a means to enable the effective exercises of legal actions against the general conditions which are not in accordance with the Act”. The Registry shall be, first and foremost, a suitable and effective means to cease the use of unfair terms in contracts concluded by professionals with consumers and the consequent protection of the last mentioned, having into account that only a term can declared unfair by judges and Courts.

The Preamble of the Act explains the nature and aim of this Registry concluding that: “the essentially legal nature of this Registry arise from the effects *erga omnes* that the registration is going to attribute to the decree of nullity, the preliminary effects produced by the entries relating to final judgement of other proceedings concerning identical terms, the limitation period for collective actions as well as the conciliation decision which shall be issued by the responsible of said registry. In conclusion, the General Conditions Registry is going to make possible the exercise of collective actions and to coordinate the judicial activity, being said activity uniform in order to avoid proceedings on the same subject to be uncoordinated and without the possibility to apply for the joinder of the same”.

The *erga omnes* and preliminary effect of the judgment is provided in Article 20 of said Act. In particular, Article 20.1 provides that “the favourable ruling obtained in a proceeding initiated through an action for injunction shall impose the defendant the obligation to remove from the general conditions the terms contrary to this Act and other mandatory Acts and to do not use said terms in the future. Moreover, the defendant shall clarify the effectiveness of the contract”. In addition, according to

Article 20.4, “the judgment on appeal to the Supreme Court according to Article 18.3 of this Act, once said judgment constitute case-law, shall bound all subsequent judges in the possible subsequent proceedings in which the terms declared null and void are the same terms subject to the aforementioned judgement, providing that the proffering party is the same”. On the other hand, the wording of Article 10.6.1 of Act 29/1984, 19 July, on Protection of the Consumer and Users, which is given by the additional provision one of the Act, imposes on the Notaries and Property and Mercantile Registrars to “do not authorise or registered those contracts or legal transactions which want to include terms declared null and void as were considered unfair by the judgement registered in the General Conditions Registry”.

For this Act is fundamental that the judgment is subject to be official published in the registry, therefore, the Article 22 provides that for every favourable individual or collective action for nullity or non-incorporation relating to general conditions, the Judge shall order the person in charge of the General Conditions of Contract Registry to registered the judgment in the same.

The Act on General Conditions of Contract has established a system for the voluntary and previous deposit of those specimens of contracts which include general conditions and for the mandatory registration of the judgments relating to the same as due to the official publication of said judgements, the consumers associations, users and other persons with legal capacity can know said judgements and exercise collective actions. This prevents the obligation to exercise individual actions to judicially fight –one by one– the terms not included or declared null and void (unfair terms among them) of each contract. Thus, the General Conditions of Contract Registry makes possible the exercise of collective actions.

The professionals (businesspersons and other professionals) who have not acted contrary to Law shall endeavour to register the general conditions used due to the transparency effect of their activity in the legal transactions. They shall request the publication of the terms declared valid by the Judges and Courts. However, as general rule, only those sectors which may be specified in other Royal Decree by the Government are obliged to deposit said conditions. Thus, a balance between the public and the private interests is achieved, understanding the last one as the interest of consumers as well as of businesspersons. In any case, the Act and the legal instruments which guarantee its effectiveness (among them the Registry), as well as the legal response for infringing the same (*res judicata* and *erga omnes* effects, effects for the parties, administrative penalty, etc.) shall not affect, as logical, the professionals who do not use unfair terms. In this way, the Act has an important role in practice due to its dissuasive effect.

The regulatory development of the General Conditions Registry, presented below, is based in the voluntary nature of the deposit, in the freedom relating to the form of the contracts that shall be deposited, in the use of the existing infrastructure provided by the current Hire-purchase of Movable Estate Registries, which are going to be integrated into the Movable Estate Registry.

In order to guarantee the fulfilment of the additional disposition three of Act 7/1998, the organisation of the General Conditions Registry shall be carried out through Province Registries (one for each province) and a Central Registry Office.

On the other hand, the final disposition two of Act 19/1989, 25 July, on Partial Amendment and Adaptation of Mercantile Legislation to the Directives from the European Economic Community relating to companies, authorised the Government to regulate the Movable Estate Registry, in which the current Chattel Mortgage, Pledge and Ships and Aircrafts Registries shall be integrated.

Likewise, the sole additional provision of Act 6/1990, 2 July, on Amendment of Act 50/1965, 17 July, relating to Hire-purchase of Movable Estate, established that the Hire-purchase of Movable Estate Registry shall be integrated in the Movable Estate Registry. Likewise, the additional provision three of Act 28/1998, 13 July, on Hire-purchase of Movable Estate established that the Hire-purchase of Movable Estate Registry shall be integrated in the Movable Estate Registry, which is responsibility of the property and mercantile registrars, as provided in the regulation of the last mentioned Registry.

In this Royal Decree, the Movable Estate Registry is created as real Registry for the ownership on movable property and not only for encumbrances, based on the capacity conferred by previous regulations. The General Conditions of Contract Registry is included on said Registry as a separate section of the same.

All these subjects can be included in civil private law and mercantile law, in particular in the regulation of the Public Registries with legal implications, within private transactions. Therefore, this Royal Decree is enacted pursuant to what is provided in the final provision two of Act 7/1998, 13 April, on General Conditions of Contracts and Article 149.1.6 and 149.1.8 of Spanish Constitution.

By virtue of the same, at request of the Minister of Justice, in accordance to the Council of State and previous deliberation of the Government Cabinet on the meeting held on 3 December 1999,

I HEREBY ENACT THIS ROYAL DECREE AS FOLLOWS:

Sole Article. Approval of the Regulation for the General Conditions of Contract Registry.

The regulation for the General Conditions of Contracted enclosed is approved.

Sole additional provision. Creation of the Movable Estate Registry.

1. The Movable Estate Property is created. The same is composed by the following sections:

- 1st. Ships and aircrafts.
- 2nd. Cars and other motoring vehicles.
- 3rd. Industrial machinery, business establishments and equipment.
- 4th. Other tangible securities.
- 5th. Other movable estate subject to be registered.
- 6th. General Conditions of Contract Registry.

2. The Movable Estate Registry is a Registry for the ownership and encumbrances on movable estate, as well as for the general conditions of contract. A specific regulation relating to the acts and rights subject to be registered and which affect the property or the general conditions of contract shall be applied in each section of the Registry.

3. The Hire-purchase of Movable Estate Central Registry Office and the General Conditions of Contract Central Registry Office are sections of a single Movable Estate Registry, which may be under the responsibility of more than one Registrar in personal division scheme pursuant to the terms established by the Ministry of Justice.

4. Once the registration is carried out in each section, the competent registrar shall provide the registrar of the Central Registry Office with a copy of the same within the two following working days.

For providing said information a magnetic storage device can be used. In addition, the information can be provided by electronic means through the terminal or hardware which can be directly communicated with the computer of the Central Registry Office.

5. The registrar of the Movable Estate Central Registry Office shall officially publish the information and documentation of the database composed by the data provided by the movable estate registrars.

6. For unforeseen aspects, when possible, the regulation of the Hire-purchase of Movable Estate Registry, the regulation of the Mercantile Registry and the Mortgage Regulations shall be applied.

Single transitional provision. Competence while the demarcation of the Movable Estate Registry is determined.

Until the demarcation of the Movable Estate Registry is not modified, the sections which compose the same shall be responsibility of the property and mercantile registrar competent when the entry into force of this Royal Decree.

However, the books corresponding to Chattel Mortgage Registry shall be transferred to the Movable Estate Registry within one year from date of entry into force of this Royal Decree.

First final provision. Legislative authority.

The present Royal Decree is enacted pursuant to Article 149.1.6 and 149.1.8 of Spanish Constitution and shall be applied throughout Spain, notwithstanding the regulations on the interpretation of contracts contained in the compilation of Local Civil Law or New Special Jurisdiction of Navarre.

Second final provision. Date of entry into force of the functioning of the General Conditions Registry.

The functioning of the Movable Estate Registry and, within the same the General Conditions Registry, shall start upon the entry into force of the present Royal Decree.

Third final provision. Authorisation of the Ministry of Justice to resolve the issues arising from the functioning of the Registry.



The Ministry of Justice, through the General Directorate of Registries and Public Notaries, shall enact the corresponding provisions to resolve the issues arising from the application of this Royal Decree for the functioning of the Movable Estate Registry.

Forth final provision. Entry into force.

The present Royal Decree and the regulation approved by the same shall enter into force within two months after being published in the Official State Journal.

In Madrid, 3 December 1999.

JUAN CARLOS R.

The Minister of Justice,
MS MARGARITA MARISCAL DE GANTE Y MIRÓN

REGULATION FOR THE GENERAL CONDITIONS OF CONTRACT REGISTRY

Article 1. Definition.

The General Conditions of Contract Registry is a Registry with legal implications in private transactions and which depends on the State. The aim of this Registry is to publish officially the general conditions of contract and the judgements which may affect the effectiveness of the contract in accordance with Act 7/1998, 13 April, on General Conditions of Contract and this Regulation.

Article 2. Content

1. The following items are subject to be registered in the General Conditions of Contract Registry:

- a) General Conditions of Contracts.
- b) (repealed)
- c) (repealed)
- d) The continued use of terms declared null and void duly proved to the Registrar.

2. The *following items are subject to be registered as caveat*:

- a) Individual actions for nullity or for declaring the non-incorporation of general conditions together with the text of the term concerned.
- b) Collective actions for injunction, retraction or declaration of general conditions together with the text of the term concerned.
- c) Judgements declaring the precautionary suspension of the effectiveness of a general condition together with the text of the term concerned.

Said caveats shall be in force within four years from the date in which the same are registered. The aforementioned period can be extended until the proceeding is finished by virtue of a court order for its extension. Once the caveats are extended, the same cannot be cancelled except by virtue of judgement which proves that the proceeding is finished or judgment which provisionally enforces the sentenced pronounced in the same pursuant to the provisions provided in procedural laws in force.

3. The following items are subject to be registered as cancellation entry at the request of the interested party:

- a) The caveats registered due to the exercise of an individual action for nullity or non-incorporation of general conditions when the action has been dismissed.
- b) The caveats registered due to the exercise of a collective action for injunction, retraction or declaration of general conditions when the action has been dismissed.
If in the cases aforementioned there is an out-of-court transaction, it shall be included and be ratified before the Judge who ordered the caveat, having the same effects as the dismissal.
- c) The caveats in which the precautionary suspension of the effectiveness of a general condition is ordered, when the judgement has been revoked.

- d) The caveats aforementioned due to expiration when four years have lapsed since the same were registered and have not being extended within the initial validity period given.

Please note that the part in bold of item 2 has been declared null and void according to judgment pronounced by the Supreme Court on 12 February 2002.Ref. BOE-A-2002-6863 (Official State Journal).

Article 3. Organisation of the Registry.

1. The General Conditions Registry is a section of the Movable Estate Registry, the province Registries and the Central one, which responsibility lays on the property and mercantile registrars, compose the General Conditions Registry. Said registries shall be provided in accordance with Mortgage Act.

2. The organisation of the aforementioned registries shall be subject to what is provided in this Regulation and the rules issued by the Ministry of Justice.

3. The Central Registry Office, based in Madrid, shall coordinate the different province Registries. The Central Registry Office shall not assume the role of the Madrid Province Registry.

Article 4. Competence.

The general conditions of contracts, court orders and enforceable judgments shall be registered in the Registry corresponding to the registered office or place of business of the proffering party, in absence thereof, in the Registry corresponding to the main establishment from which the business is managed.

Article 5. Voluntary deposit of contracts except those sectors obliged by Law.

(repealed)

Article 6. Registry Book.

The General Conditions of Contract Province Registry shall conduct the following books:

- a) Presentation Journal.
- b) Deposit, registrations and notes book.
- c) Index of Professionals.

Article 7. Freedom of Form.

The general conditions are subject to be registered by depositing the document, copy, sample or specimen in which said conditions appear. Said document shall not need to be adjusted according to any official form. Administrative notes in relation to its fiscal situation shall not be requested.

Article 8. Individual Sheet System.

1. The registration of the General Conditions shall be carried out by the individual sheet system, meaning that general conditions shall be registered, classified and consulted according to the proffering party.

2. General Conditions can be also consulted according to the subject and the specified sectors of contract.

3. For this purposes, within the general conditions relating the same proffering party, the conditions shall be classified according to the subject, having each of them the designation or identification name given by said party.

Article 9. *Presentation Journal.*

1. Due to the presentation of the general conditions or judgments referred in this Regulation, an entry shall be registered in the Presentation Journal which includes the identification of the representative. Said entry shall include the specimens, enforceable judgments or court orders presented. The entry shall be valid for fifteen working days.

2. The presentation can be exercised in any of the Property, Mercantile or Movable Estate Registries of Spain.

3. The specimens shall be presented in duplicate together with an application signed by the professional, individual or legal entity, which use or recommend the conditions. The application shall include the name, surnames or company name, tax identification number (Spanish acronym, CIF), national classification of economic activities code (Spanish acronym CNAE), registered office or main business establishment of the professional who deposits the conditions. In case the representative presents the conditions, the application shall include the name, surname or company name of said legal representative. The application must include the identification name of the general conditions deposited.

4. Specimens of general conditions can be also presented by an individual or legal entity which has agreed a contract which includes said conditions, providing that said individual or legal entity has the authorisation of the proffering party in the contract itself or in a written document signed by said party or its legal representative. The registrar must file this authorisation. Following the requirements aforementioned, any entity authorised to take collective actions for injunction, retraction or declaration shall deposit general conditions.

5. In the case of non-conformity from the proffering party, only general conditions by virtue of enforceable judgment of the final favourable sentence relating to an action of injunction, retraction or declaration shall be deposited. Meanwhile, a caveat relating the action shall be registered if the Judge, at the request of the interested party, ordered so.

6. When judgements relating to general conditions of contracts are presented, the court order for said registration shall be presented in duplicate and including the affected general conditions literally wording. One of said copies shall be returned to the Judge who issued said order with the corresponding note which proves the deposit. The other copy shall be filed.

7. Once the registrar has registered the filing entry, he shall return one of the copies presented to the informant with the corresponding note which proves its presentation.

8. If the presentation takes place in a non-competent Registry, the registrar shall note the filing entry in its Journal. On the same day, he shall provide the competent registrar by facsimile, email or similar means, with a copy of the specimens presented. The registrar shall indicate the aforementioned at the bottom of the application. The competent registrar shall acknowledge the receipt on the same day in which he receives the information. In case said day is official holiday, the competent registrar shall acknowledge the receipt on the following working day. Hereinafter, the registrar shall communicate with the informant. The registrar shall record in the Journal the acknowledgment of receipt through a marginal note in the filing entry.

Please note that the part in bold of item 3 and 5 has been declared null and void according to judgment pronounced by the Supreme Court on 12 February 2002. Ref. BOE-A-2002-6863 (Official State Journal).

Article 10. *Presentation by electronic means or magnetic storage device.*

1. Despite what is provided in the previous article, the proffering parties can directly present by electronic means or in a magnetic storage device the corresponding terms before the provincial Registries, after having requested so to the corresponding general conditions of contract registrar. For this purpose, an advanced electronic signature which allows the identification of the sender shall be used. Said advance electronic signature shall be duly certified in accordance with Royal Decree 14/1999, 17 September, on Electronic Signature.

2. The registrar can communicate with the interested party by the same means.

Article 11. *Deposit of General Conditions Book*

1. The Deposit of General Conditions Book shall be composed by loose-leaves and shall be elaborated by data processing techniques or being replaced by manual or computer files. In said cases, the same shall include all the circumstances required by the Act and this Regulation.

2. Computer files shall be back up daily.

3. A correlative number shall be assigned to each proffering party as they deposit their general conditions. Each sheet, which shall be preceded by the number assigned to the proffering party and the correlative sub-numbering relating to the sheet, shall include the name of the proffering party, the type of entry registered, designation or identification name of the general conditions, the literal wording of the same, the data of the presentation recorded in the Presentation Journal, the date of deposit and the manual or computer files in which the specimens are included.

4. The Registrar shall record at the bottom of the copy of the specimen the data relating to the entry, referring the sheet of the Deposit of General Conditions Book in which the entry was recorded.

Article 12. *Amendment or Modification of the specimens of general conditions previously registered.*

The partial amendment or modification by the proffering party of the specimens of general conditions previously registered shall be carried out in accordance with the

same requirements relating to the deposit of the terms which are amended. In addition, the amendment or modification shall be registered in the General Conditions of Contract Registry through a marginal note in the entry relating to the modified general conditions.

Article 13. Index of Professionals.

The general conditions registrar shall prepare an index in alphabetical order by data processing techniques which shall include, at least, the identification of the proffering party and an extract of the different entries related to said party registered in the Deposit of General Conditions Book indicating the book, sheet and entry concerned.

Article 14. Professional Practice of the Registrar.

1. In accordance with Article 11.9 of the Act, the registrar shall issue the entry requested after having examined that the requirements established are met. For this purposes, in accordance with the rules on competence provided in Article 4, he shall verify the general condition nature of the terms which deposit is requested within five working days as well as the legal capacity to request said deposit.

2. The registrar shall verify the identity of the informant. In the case the informant is not the proffering party, the same shall duly prove his representation. In the case the proffering party is a legal entity, the registrar shall verify the organic or voluntary representation of the individual who intervenes on behalf said legal entity.

3. The registrar shall deny the deposit of the general conditions within the period provided in item 1 in the following cases:

- a) When the person requesting the deposit does not have the legal capacity for such purpose or has not duly proved his representation.
- b) When the terms appear in administrative contracts, contracts of employment, articles of association of a company, contracts that regulates family relationships or inheritance contracts.
- c) When the proffering party is not a professional. The quality of professional shall be proved to the registrar by any means recognised by Law; in particular, said quality can be duly proved by presenting the registration document relating to tax on business activities.
- d) When due to the circumstances met, the terms have not been written for being included in several contracts. Without the prejudice to said purpose to be proved by other means, the existence of the same shall be understood when several contracts which include said terms are presented.

4. The registrar shall cancel the deposit of the illegible general conditions while the proffering party clarifies the corresponding terms, without prejudice to the faculties which correspond to Judge and Courts due to the exercise of the judicial role.

5. In case defects exist, the informant shall be notified by facsimile, email or similar electronic means at the address indicated in the application. The notification shall be recorded in the margin of the Journal. In case the informant does not have the corresponding devices to be electronically notified, the same shall be notified in written

and by postal mail at the address indicated. The notification shall be carried out by any means that allows the acknowledgement of its receipt.

Article 15. *Continued use of terms declared null and void.*

1. The continued use of terms declared null and void by the Court due to an individual or collective action shall be registered in a different entry in the General Conditions of Contract Registry at the request of any adhering party or person with the legal capacity to take collective actions by depositing the specimen of the contract in which said terms appeared, providing that the final judgement of nullity has been previously registered and the continued use of said terms has been proved to the registrar by any means recognised in Law.

2. A continued use shall be understood when the date of the contracts in which said terms are included is subsequent to the date of the judgement, providing that three months have elapsed since the registration of said judgment in the Registry. The registrar shall inform the proffering party about the presentation of said contracts in order for the proffering party to present the pleas deemed appropriated within seven working days.

3. Once the continued use is proved, the registrar shall register the continued use in the Registry in a subsequent entry to the one in which the judgement was registered, except if other entries exist in between. In said case, the continued use shall be registered following the same. The continued use of terms declared null and void by a Court may be subject to be registered in subsequent entries as new contracts which include said terms are presented to the registrar.

4. The aforementioned entries shall only be cancelled with the consent of each adhering parties or persons with the legal capacity to take collective actions at whose request the entry was registered. Said entries may also be cancelled by final judgment.

5. The general conditions of contract registrar shall inform the Ministry of Justice about the caveats registered relating to continued use of terms declared null and void on the same day in which the caveats are registered.

Please note that the part in bold of item 2 has been declared null and void according to judgment pronounced by the Supreme Court on 12 February 2002. Ref. BOE-A-2002-6863 (Official State Journal).

Article 16. *Connection between the Provincial Registries and the Central Registry Office.*

The provincial registrar in whose Registry the registration of the general conditions has been verified shall inform the registrar of the Central Office about the deposit made indicating the proffering party, business sector, sheet, entry and identification name of the general conditions by electronic means and within two working days.

Article 17. *Registration Effects.*

1. The collective actions of injunction and retraction shall lapse in two years from the date of registration of the use or recommendation of the general conditions subject to injunction.

2. (repealed)

3. Notaries public and property and mercantile registrars shall not authorise or registered those contracts or legal transactions which intent to include or include terms declared null and void because unfair by a judgment registered in the General Conditions Registry.

Article 18. *Incorporation of the general conditions deposited.*

(repealed)

Article 19. *Information on the content of the Registry.*

- 1.** Everyone has the right to know the content of the entries in the Registry.
- 2.** The data of the entries may be officially published in the Registry under the responsibility and professional monitoring of the registrar who provides said publication with legal validity or by a periodical publication of their content.
- 3.** The information shall be provided according to proffering party or subject. In the case of general conditions declared unfair by a registered judgment, which are included in the additional provision one of Act 26/1984, 19 July, on Protection of the Consumer and Users, also the information shall be consulted according to the heading or terms, from 1 or 29, in which the conditions were included.

Please note that the part in bold of item 2 has been declared null and void according to judgment pronounced by the Supreme Court on 12 February 2002. Ref. BOE-A-2002-6863 (Official State Journal).

Article 20. *Official and continued information and instruments.*

- 1.** (repealed)
- 2.** The Registry shall have electronic means which guarantee the application and reception through the same of official information by any interested party, providing at the same time that said means prevent the tampering or teledump of the data of the Registry.
- 3.** The official information can be obtained through any property, mercantile or movable estate registrar of Spain. Mercantile registrar may include in the official information issued the fact that the company or entity registered has deposited the general conditions of their contracts.
- 4.** Through the Central Registry Office, the general conditions registrar shall have a data base relating to the instruments, which is composed by an extract of the general conditions deposited and the judgments on the same which have been previously registered or recorded in any of the Provincial Registry or in the Central Registry Office.

The Central Registry Office registrar shall notify the amendments carried out in the database to the Council of Consumers and Users and the National Consumers Institute every quarter, in order for the persons in charge of the consumption in Autonomous Communities to be informed.

5. The provincial and central office registrars shall be coordinated, by creating a data base in common which shall be accessible by electronic means for any individual or legal entity, public or private, providing that the registrars adopt the corresponding measures to prevent the tampering or teledump of the data base information.

6. Any interested party may request the general conditions registrar to received information related to the instruments of the data base on a continuous basis in order for the interested party to be immediately informed about the general conditions deposited in every or in a specified sectors of contracts, or about the judgments which affect the general conditions recorded or registered in the Registry.

7. The caveats cancelled by expiration or judgement shall be included in the database of instruments.

Please note that the part in bold of item 3 has been declared null and void according to judgment pronounced by the Supreme Court on 12 February 2002. Ref. BOE-A-2002-6863 (Official State Journal).

Article 21. Publication

(repealed)

Article 22. Out-of-court Decision.

1. Before taking collective actions for injunction, retraction or declaration, the parties may present the issue before the competent general conditions province registrar in order for the same to decide if the terms concerned are pursuant to the Act within fifteen working days from the date in which the application in presented.

2. The decision shall not be binding except if both parties expressly state so in the application or when, after examination, it is observed that certain term is included within the ones provided in the additional provision one of Act on Protection of the Consumer and Users.

3. The decision may consists in offering an alternative wording of all or some of the terms concerned or in determining the importance or interpretation of any of the terms concerned. In addition, the registrar may also proposed to the parties his alternative wording for the terms concerned.

4. (repealed)

Please note that the part in bold of item 2 and 3 has been declared null and void according to judgment pronounced by the Supreme Court on 12 February 2002. Ref. BOE-A-2002-6863 (Official State Journal).

Article 23. Appeal

(repealed)

Article 24. Application of Mercantile and Mortgage Regulations by extension.

(repealed)

