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EUROPEAN COURT OF JUSTICE

Case-law in private law matters from 10 April – 05 July

OMT Decision

Judgements and Opinions

	Case-number	Parties	Outcome
JUDGMENT OF THE COURT (Grand Chamber) 16 June 2015	C-62/14	Peter Gauweiler et al v Deutscher Bundestag	Articles 119 TFEU, 123(1) TFEU and 127(1) and (2) TFEU and Articles 17 to 24 of Protocol (No 4) on the Statute of the European System of Central Banks and of the European Central Bank must be interpreted as permitting the European System of Central Banks (ESCB) to adopt a programme for the purchase of government bonds on secondary markets, such as the programme announced in the press release to which reference is made in the minutes of the 340th meeting of the Governing Council of the European Central Bank (ECB) on 5 and 6 September 2012.

Unfair Contract Terms

Judgments and Opinions

	Case-number	Parties	Outcome
JUDGMENT OF THE COURT (Third Chamber) 23 April 2015	C-96/14	Jean-Claude Van Hove v CNP Assurances SA	Article 4(2) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts, must be interpreted as meaning that a term of an insurance contract intended to ensure that loan repayments payable to the lender will be covered in the event of the borrower's total incapacity for work falls within the exception set out in that provision only where the referring court finds: – first, that, having regard to the having regard to the nature, general scheme and the stipulations of the contractual framework of which it forms part, and to its legal and factual context, that term lays down an essential component of that contractual framework, and, as such, characterises it, and, – secondly, that that term is drafted in plain, intelligible language, that is to say that it is not only grammatically intelligible to the consumer, but also that the contract sets out transparently the specific functioning of the arrangements to which the relevant term refers and the relationship between those arrangements and the arrangements laid down in respect of other contractual terms, so that that consumer is in

			a position to evaluate, on the basis of precise, intelligible criteria, the economic consequences for him which derive from it.
CONCLUSIONS DE L'AVOCAT GÉNÉRAL M. P. Cruz Villalón présentées le 23 avril 2015	C-110/14	Horațiu Ovidiu Costea v SC Volksbank România SA	Eu égard à l'ensemble des considérations qui précèdent, je propose à la Cour de répondre à la question préjudicielle posée par la Judecătoria Oradea de la manière suivante: La notion de «consommateur», au sens de l'article 2, sous b), de la directive 93/13/CEE du Conseil, du 5 avril 1993, concernant les clauses abusives dans les contrats conclus avec les consommateurs doit être interprétée en ce sens qu'elle inclut une personne physique qui exerce la profession d'avocat et conclut un contrat de crédit avec une banque, alors qu'un immeuble appartenant au cabinet d'avocat individuel de cette personne figure, par ailleurs, en tant que garantie hypothécaire dans le cadre de ce contrat, lorsque, compte tenu de tous les éléments de preuve dont le juge national dispose, il s'avère que cette personne a agi à des fins ne s'inscrivant pas dans le cadre de son activité professionnelle. Dans l'hypothèse où le juge national estimerait qu'il n'apparaît pas clairement qu'un contrat ait été exclusivement conclu à des fins soit personnelles, soit professionnelles, la partie contractante en question doit être considérée comme un consommateur si la finalité professionnelle ne prédomine pas dans le contexte global du contrat, compte tenu de l'ensemble des circonstances et de l'appréciation des moyens de preuve dont le juge national dispose et qu'il lui appartient d'examiner. Le rôle qu'une personne physique a joué, en tant que représentant légal de son cabinet d'avocat individuel, dans la conclusion d'un contrat accessoire de garantie n'a aucune incidence sur sa qualité de consommateur concernant un contrat principal de crédit.
CONCLUSIONS DE L'AVOCAT GÉNÉRAL M. MACIEJ SZPUNAR présentées le 13 mai 2015	C-8/14	BBVA SA, anciennement Unnim Banc SA v Diego Fernández Gabarro et al	Eu égard au principe d'effectivité, les articles 6 et 7 de la directive 93/13/CEE du Conseil, du 5 avril 1993, concernant les clauses abusives dans les contrats conclus avec les consommateurs, s'opposent à une disposition nationale transitoire, telle que celle en cause dans l'affaire au principal, qui soumet les consommateurs à un délai de forclusion d'un mois à compter du jour suivant celui de la publication de la loi dont cette disposition relève pour former une opposition fondée sur le caractère abusif de clauses contractuelles dans le cadre d'une procédure de saisie hypothécaire en cours.
CONCLUSIONS DE L'AVOCAT GÉNÉRAL M. PEDRO CRUZ VILLALÓN présentées le 25 juin 2015	C-32/14	ERSTE Bank Hungary Zrt. v Attila Sugár	Les articles 6 et 7 de la directive 93/13/CEE du Conseil, du 5 avril 1993, concernant les clauses abusives dans les contrats conclus avec les consommateurs, doivent être interprétés en ce sens qu'ils ne s'opposent pas, en principe, à une législation nationale telle que celle en cause au principal, qui permet à un notaire ayant établi, dans le respect d'exigences formelles, un acte authentique concernant un contrat entre un professionnel et un consommateur d'engager l'exécution

			forcée du contrat à l'encontre du consommateur ayant manqué à ses obligations, soit en procédant à l'apposition de la formule exécutoire sur ledit acte, soit en refusant de procéder à sa suppression, sans que, ni à un stade ni à un autre, un contrôle du caractère abusif des clauses du contrat ne soit intervenu. Il incombe toutefois, au notaire, au moment où il établit un tel acte authentique, d'informer ledit consommateur de l'existence éventuelle de clauses contractuelles abusives qu'il aurait détectées, ainsi que du pouvoir que lui attribue la loi d'engager l'exécution forcée du contrat, sur la seule base d'un contrôle formel, et des conséquences qui en découlent, notamment sur le plan procédural. En revanche, cette même directive s'oppose à une législation nationale qui empêcherait une juridiction nationale, quelle que soit la nature de la procédure dans le cadre de laquelle elle serait saisie, d'examiner d'office, dans le respect du principe du contradictoire, le caractère abusif des clauses du contrat, dès lors qu'elle dispose de tous les éléments de droit et de fait nécessaires à cet effet, et d'en tirer les conséquences

Pending Cases

	Case-number	**Parties**	**Questions**
Request for a preliminary ruling from the Okresný súd Prešov (Slovakia) lodged on 29 December 2014	C-610/14	Helena Kolcunová v Provident Financial s. r. o	1. Must Council Directive 93/13/EEC (1) of 5 April 1993 on unfair terms in consumer contracts ('Directive 93/13') be interpreted as meaning that a service of ensuring the repayment of a consumer credit, the object of which is the cash acceptance of repayment instalments of the credit made by the consumer, constitutes the main subject-matter of performance in the case of a consumer credit or is it rather the main subject-matter of a specific contract? 2. Must Council Directive 87/102/EEC (2) of 22 December 1986 for the approximation of the laws, regulations and administrative provisions of the Member States concerning consumer credit, as amended and supplemented by Directive 98/7/EC (3) of the European Parliament and of the Council of 16 February 1998, be interpreted as meaning that the APR includes also a payment for cash acceptance of repayment instalments of the credit, or part of it, if the payment substantially exceeds the unavoidable costs of that ancillary service, and must Article 14 of that directive be interpreted as meaning that it is a circumvention of the concept of APR if the payment for an ancillary service substantially exceeds the costs of the ancillary service and the payment is not included in the APR? 3. Must Directive 93/13 be interpreted as meaning that it suffices, to satisfy the requirement of transparency of an ancillary service (assuming that it is an ancillary service and

			not the price or the payment for that credit) for which an administrative charge is paid, that the price of that administrative service (the administrative charge) is plain and intelligible, even if the object of performance of that administrative service is not defined? 4. Must Article 4(1) of Directive 93/13 be interpreted as meaning that the mere fact that an administrative charge is included in the calculation of the APR signifies that this constitutes the price or payment of the credit and therefore precludes the court from exercising a power of review of such an administrative charge for the purposes of that directive? 5. If the answer to Question 3 is that the object of the administrative service for which an administrative charge is to be paid is sufficiently transparent, in such a case does the administrative service, with all administrative work and functions coming into consideration, constitute the main subject-matter of the consumer credit? 6. Must Article 4(2) of Directive 93/13 be interpreted as meaning that, for the purposes of that directive, the payment or price of the credit covers not only the interest but also the creditor's charges (whether agreed to in the contract, in the general terms of sale or as part of the fees) and that no review can therefore be carried out of the proportionality of those charges in relation to the service provided for in return, because those charges constitute the payment or price of the credit?
Request for a preliminary ruling from the Curtea de Apel Oradea (Romania) lodged on 18 February 2015	C-74/15	Dumitru Tarcău, Ileana Tarcău v Banca Comercială Intesa Sanpaolo România SA — Sucursala Baia Mare and Others	1.Must Article 2(b) of Directive 93/13/EEC (1), as regards the definition of 'consumer', be interpreted as including in or, conversely, as excluding from, that definition natural persons who have, as guarantors/sureties, concluded additional acts and contracts (guarantee contracts, contracts providing immovable property as security) ancillary to the credit agreement entered into by a commercial company in order to carry on its activity, in circumstances in which those natural persons have no connection with the activities of the commercial company and have acted for purposes outside their trade, business or profession. 2.Must Article 1(1) of Directive 93/13/EEC be interpreted as meaning that only contracts concluded between traders and consumers concerning the sale of goods or supply of services fall within the ambit of that directive or as meaning that contracts (contracts of guarantee and of surety) ancillary to a credit agreement, the beneficiary of which is a commercial company, concluded by natural persons who have no connection with the activities of that commercial company and who acted for purposes outside their trade, business or profession also fall within the ambit of that directive?
Request for a preliminary ruling from the Sąd	C-119/15	Biuro podróży 'Partner' Sp. z o.o., Sp. komandytowa w	1. In the light of Articles 6(1) and 7 of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (1), in conjunction with Articles 1 and 2 of Directive

Apelacyjny w Warszawie (Poland) lodged on 9 March 2015		Dąbrowie Górniczej v Prezes Urzędu Ochrony Konkurencji i Konsumentów	2009/22/EC of the European Parliament and of the Council of 23 April 2009 on injunctions for the protection of consumers' interests (2), can the use of standard contract terms with content identical to that of terms which have been declared unlawful by a judicial decision having the force of law and which have been entered in the register of unlawful standard contract terms be regarded, in relation to another undertaking which was not a party to the proceedings culminating in the entry in the register of unlawful standard contract terms, as an unlawful act which, under national law, constitutes a practice which harms the collective interests of consumers and for that reason forms the basis for imposing a fine in national administrative proceedings? 2. In the light of the third paragraph of Article 267 of the Treaty on the Functioning of the European Union, is a court of second instance, against the judgment of which on appeal it is possible to bring an appeal on a point of law, as provided for in the Polish Code of Civil Procedure, a court or tribunal against whose decisions there is no judicial remedy under national law, or is the Sąd Najwyższy (Polish Supreme Court), which has jurisdiction to hear appeals on a point of law, such a court?

Sale of Consumer Goods

Judgments and Opinions

	Case-number	Parties	Outcome
JUDGMENT OF THE COURT (First Chamber) 4 June 2015	C-497/13	Froukje Faber v Autobedrijf Hazet Ochten BV	1. Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees must be interpreted as meaning that a national court before which an action relating to a contract which may be covered by that directive has been brought, is required to determine whether the purchaser may be classified as a consumer within the meaning of that directive, even if the purchaser has not relied on that status, as soon as that court has at its disposal the matters of law and of fact that are necessary for that purpose or may have them at its disposal simply by making a request for clarification. 2. Article 5(3) of Directive 1999/44 must be interpreted as meaning that it must be regarded as a provision of equal standing to a national rule which ranks, within the domestic legal system, as a rule of public policy and that the national court must of its own motion apply any provision which transposes it into domestic law. 3. Article 5(2) of Directive 1999/44 must be interpreted as not precluding a national rule which provides that the consumer, in order to benefit from the rights which he derives

			from that directive, must inform the seller of the lack of conformity in good time, provided that that consumer has a period of not less than two months from the date on which he detected that lack of conformity to give that notification, that the notification to be given relates only to the existence of that lack of conformity and that it is not subject to rules of evidence which would make it impossible or excessively difficult for the consumer to exercise his rights. 4. Article 5(3) of Directive 1999/44 must be interpreted as meaning that the rule that the lack of conformity is presumed to have existed at the time of delivery of the goods – applies if the consumer furnishes evidence that the goods sold are not in conformity with the contract and that the lack of conformity in question became apparent, that is to say, became physically apparent, within six months of delivery of the goods. The consumer is not required to prove the cause of that lack of conformity or to establish that its origin is attributable to the seller; – may be discounted only if the seller proves to the requisite legal standard that the cause or origin of that lack of conformity lies in circumstances which arose after the delivery of the goods.

Pending Cases

	Case-number	Parties	Outcome
Request for a preliminary ruling from the Cour d'appel de Liège (Belgium) lodged on 30 March 2015	C-149/15	Sabrina Wathelet v Garage Bietheres & Fils SPRL	Must the term 'seller' of consumer goods referred to in Article 1649bis of the Belgian Civil Code, as inserted by the Law of 1 September 1994 entitled 'Law concerning consumer protection in matters involving the sale of consumer goods', which transposes into Belgian law Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999'on certain aspects of the sale of consumer goods and associated guarantees', be interpreted as covering not only a trader who, as seller, transfers ownership of consumer goods to a consumer, but also a trader who acts as intermediary for a non-trade seller, whether or not he is remunerated for his intervention and whether or not he has informed the prospective buyer that the seller is a private individual?

Passenger Rights

Pending Cases

	Case-number	Parties	Questions
Request for a	C-145/15	K. Ruijssenaars, A.	Given that Netherlands law provides access to the civil courts

preliminary ruling from the Raad van State (Netherlands) lodged on 26 March 2015		Jansen, other parties: Staatssecretaris van Infrastructuur en Milieu, Royal Air Maroc	to protect the rights which passengers may derive under EU law from Article 5(1)(c) and Article 7 of Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 (OJ 2004 L 46, p. 1), does Article 16 of that Regulation oblige the national authorities to take implementing measures which form the basis for administrative enforcement action through the bodies designated under Article 16 separately in each individual case in which Article 5(1)(c) and Article 7 of the Regulation are infringed, in order to be able to guarantee a passenger's right to compensation separately in each individual case?

Credit Agreements

Judgments and Opinions

	Case-number	Parties	Outcome
JUDGMENT OF THE COURT (Second Chamber) 25 June 2015	C-671/13	'Indėlių ir investicijų draudimas' VĮ, Virgilijus Vidutis Nemaniūnas, Other parties to the proceedings: Vitoldas Guliavičius, bankas 'Snoras' AB	1. Article 7(2) of Directive 94/19/EC of the European Parliament and of the Council of 30 May 1994 on deposit-guarantee schemes, as amended by Directive 2009/14/EC of the European Parliament and of the Council of 11 March 2009, and point 12 of Annex I to that directive, must be interpreted as meaning that the Member States may exclude from the guarantee provided for by that directive certificates of deposit issued by a credit institution if those certificates are negotiable, a matter which it falls to the referring court to determine, there being no need for it to satisfy itself that those certificates have all the characteristics of a financial instrument within the meaning of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments amending Council Directives 85/611/EEC and 93/6/EEC and Directive 2000/12/EC of the European Parliament and of the Council and repealing Council Directive 93/22/EEC. 2. Directive 94/19, as amended by Directive 2009/14, and Directive 97/9/EC of the European Parliament and of the Council of 3 March 1997 on investor-compensation schemes must be interpreted as meaning that when claims against a credit institution are such as to be encompassed by both the concept of 'deposit' within the meaning of Directive 94/19 and that of 'instrument' within the meaning of Directive 97/9, and the national legislature has made use of the option provided for in point 12 of Annex I to Directive 94/19 to exclude those claims from the protection scheme provided for by Directive 94/19, such an exclusion cannot result in those claims also being excluded from the protection scheme provided for by Directive 97/9, other than under the

			conditions mentioned in Article 4(2) of that directive. 3. Articles 2(2) and 4(2) of Directive 97/9 must be interpreted as meaning that they preclude national legislation such as that at issue in the main proceedings, which makes entitlement to compensation under the scheme provided for by that directive conditional upon the credit institution concerned having transferred or used the funds or securities in question without the investor's consent. 4. Directive 97/9 must be interpreted as meaning that the referring court, provided that it considers that in the disputes before it Directive 97/9 is invoked against a body that meets the conditions for the provisions of that directive to be relied on, is required to refrain from applying a provision of national law such as that at issue in the main proceedings, which makes entitlement to compensation under the scheme provided for by that directive conditional upon the credit institution concerned having transferred or used the funds or securities in question without the investor's consent.

Pending Cases

	Case-number	Parties	Questions
Request for a preliminary ruling from the Okresný súd Dunajská Streda (Slovakia) lodged on 2 February 2015	C-42/15	Home Credit Slovakia a.s. v Klára Bíróová	1. Must the concepts of 'on paper' and 'another durable medium' in Article 10(1) (in conjunction with Article 3(m)) of Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC (OJ 2008 L 133, p. 66) be interpreted as extending to: - not only the text (physical, 'hard copy') of the document signed by the parties to the contract, which will contain the elements (information) required in Article 10(2)(a) to (v) of Directive 2008/48, but also - any other document to which that text refers and which under national law is a component of the contractual agreement (for instance, on 'general terms of business', 'terms of credit', 'scale of charges', 'schedule of instalments' drawn up by the creditor), even if such a document does not itself fulfil the requirement of being in 'written form' within the meaning of national law (for example, because it has not been signed by the parties to the contract)? 2. Following the answer to Question 1: Must Article 10(1) and (2) in conjunction with Article 1 of Directive 2008/48, in accordance with which the directive aims at full harmonisation in the relevant field, be interpreted as precluding national legislation or practice which: - requires that all the elements of the contract mentioned in Article 10(2)(a) to (v) be contained in one document which

			will fulfil the requirement of 'written form' in accordance with the law of the relevant Member State (that is, in principle in a document signed by the parties to the contract), and - does not attribute full legal effects to a consumer credit agreement, merely because some of the above elements are not contained in such a signed document, even if those elements (or part of them) are contained in a separate document (for instance, 'general terms of business', 'terms of credit', 'scale of charges', 'schedule of instalments' drawn up by the creditor), where (i) the written agreement itself refers to that document, (ii) the conditions for the incorporation of that document as a component of the agreement in accordance with national law are fulfilled, and (iii) the consumer credit agreement thus concluded would as a whole comply with the requirement of conclusion on 'another durable medium' mentioned in Article 10(1) of Directive 2008/48? 3. Must Article 10(2)(h) of Directive 2008/48 be interpreted as meaning that the information required by that provision (specifically the 'frequency of payments') - must be individualised in the agreement to show the terms of the specific agreement in question (in principle, by stating precise data (day, month, year) of the dates on which the individual instalments are due), or - is it sufficient if it is contained in the agreement by means of a general reference to objectively ascertainable parameters from which it is possible to derive it (for example, by the clause 'monthly instalments are due at the latest by the 15th day of each calendar month', 'the first instalment is due one month from signature of the agreement and each further instalment is always due one month from the payment of the previous instalment' or by another similar method)? 4. If the interpretation in the second indent of Question 3 is correct: - Must Article 10(2)(h) of Directive 2008/48 be interpreted as meaning that the information required by that provision (specifically the 'frequency of payments') may also be contained in a separate document to which the agreement complying with the requirement of being on paper (within the meaning of Article 10(1) of the directive) refers, but which does not itself have to fulfil that requirement (that is, in principle it does not have to be signed by the parties to the contract; it may, for example, be 'general terms of business', 'terms of credit', 'scale of charges', 'schedule of instalments' drawn up by the creditor)? 5. Must Article 10(2)(i) in conjunction with (h) of Directive 2008/48 be interpreted as meaning that: - a credit agreement for a fixed duration, where the capital of

			the loan is repaid/amortised by individual instalments, does not have to contain, at the time of its conclusion, a precise definition of what proportion of each individual instalment is used to repay capital and what proportion of it pays current interest and charges (that is, a precise schedule of instalments/amortisation table does not have to be a component of the agreement), and that information may instead be contained in a schedule of instalments/amortisation table which the creditor provides to the debtor on request, or - Article 10(2)(h) guarantees the debtor the additional right to demand a statement of the amortisation table as at a certain specific date during the currency of the credit agreement, but that right does not relieve the parties to the contract of the obligation that the division of the individual instalments scheduled (payable in accordance with the credit agreement during its currency) into repayment of capital and payment of current interest and charges is already contained in the agreement itself, by a method individualised for the specific agreement concerned? 6. If the interpretation in the first indent of Question 5 is correct: - Does that question fall within the field of full harmonisation aimed at by Directive 2008/48, so that a Member State, in accordance with Article 22(1), may not require a credit agreement to contain a precise definition of what proportion of each individual instalment is used to repay capital and what proportion of it pays current interest and charges (that is, a precise schedule of instalments/amortisation table must be a component of the agreement)? 7. Must the provisions of Article 1 of Directive 2008/48, in accordance with which the directive aims at full harmonisation in the field concerned, or Article 23 of the directive, in accordance with which penalties must be proportionate, be interpreted as precluding a provision of national law under which the absence of most of the elements of a credit agreement required by Article 10(2) of the directive has the consequence that the credit granted is regarded as interest-free and free of charges, so that the debtor is obliged to repay the creditor solely the capital sum which he received under the agreement?
Request for a preliminary ruling from the Augstākā tiesa (Latvia) lodged on 1 April 2015	C-156/15	SIA 'Private Equity Insurance Group' v AS 'Swedbank'	1. Must the provisions of Article 4 of Directive 2002/47/EC (1) on financial collateral arrangements, having regard to recitals 1 and 4 in the preamble thereto, be interpreted as meaning that those provisions apply only to accounts which are used for settlement in securities settlement systems, or as meaning that they apply equally to any account open in a bank, including a current account which is not used for securities settlement? 2. Must Article 8 and Article 3 of Directive 2002/47/EC,

			having regard to recitals 3 and 5 in the preamble thereto, be interpreted as meaning that the purpose of that directive is to ensure especially favourable priority treatment for credit institutions in the event of the insolvency of their customers, in particular, over other creditors of those customers, such as workers, in respect of wages owing to them, the State, in respect of its tax claims, and secured creditors, whose claims are secured by securities protected by the presumption of authenticity resulting from registration in a public register? 3. Must Article 1(2)(e) of Directive 2002/47/EC be understood as an instrument for minimum harmonisation or for full harmonisation, that is to say, must it be interpreted as meaning that it allows Member States to extend that provision to persons who are expressly excluded from the scope of the directive? 4. Is Article 1(2)(e) of Directive 2002/47/EC a directly applicable provision? 5. In the event that the purpose and scope of Directive 2002/47/EC are more limited than the actual purpose and scope of the national law, the adoption of which was formally justified on the basis of the obligation to transpose Directive 2002/47/EC, may the interpretation of that directive be used to invalidate a financial collateral clause based on national law, such as the clause at issue in the main proceedings?
Request for a preliminary ruling from the Oberster Gerichtshof (Austria) lodged on 12 March 2015	C-127/15	Verein für Konsumenteninformation v INKO, Inkasso GmbH	1. Is a debt collection agency that offers instalment agreements in connection with the professional recovery of debts on behalf of its client and that charges fees for this service that are ultimately to be borne by the debtors operating as a 'credit intermediary' within the meaning of Article 3(f) of Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC (1)? 2. If Question 1 is answered in the affirmative: Is an instalment agreement entered into between a debtor and his creditor through the intermediation of a debt collection agency a 'deferred payment, free of charge' within the meaning of Article 2(2)(j) of Directive 2008/48 if the debtor only undertakes therein to pay the outstanding debt and such interest and costs as he would have incurred by law in any case as a result of his default — in other words, even in the absence of such an agreement?

Telecoms

Judgments and Opinions

	Case-number	Parties	Outcome
JUDGMENT OF THE COURT (Third Chamber) 16 April 2015	C-3/14	Prezes Urzędu Komunikacji Elektronicznej, Telefonia Dialog sp. z o.o. v T-Mobile Polska SA	1. Articles 7(3) and 20 of Directive 2002/21/EC of the European Parliament and of the Council of 7 March 2002 on a common regulatory framework for electronic communications networks and services (Framework Directive) must be interpreted as meaning that a national regulatory authority is required to implement the procedure laid down in the former of those provisions if, in resolving a dispute between undertakings providing electronic communications networks or services in a Member State, it intends to impose obligations designed to ensure access to non-geographic numbers in accordance with Article 28 of Directive 2002/22/EC of the European Parliament and of the Council of 7 March 2002 on universal service and users' rights relating to electronic communications networks and services (Universal Service Directive) and those obligations may affect trade between Member States. 2. Article 7(3) of Directive 2002/21 must be interpreted as meaning that a measure adopted by a national regulatory authority in order to ensure that end-users have access to non-geographic numbers in accordance with Article 28 of Directive 2002/22 affects trade between Member States, within the meaning of that provision, if it may have, other than in an insignificant manner, an influence, direct or indirect, actual or potential, on that trade, this being a matter for the referring court to determine.
CONCLUSIONS DE L'AVOCAT GÉNÉRAL M. YVES Bot présentées le 16 avril 2015	C-85/14	KPN BV v Autoriteit Consument en Markt (ACM)	1. L'article 28 de la directive 2002/22/CE du Parlement européen et du Conseil, du 7 mars 2002, concernant le service universel et les droits des utilisateurs au regard des réseaux et services de communications électroniques (directive «service universel»), telle que modifiée par la directive 2009/136/CE du Parlement européen et du Conseil, du 25 novembre 2009, doit être interprété en ce sens qu'il ne s'oppose pas à l'adoption d'une obligation tarifaire telle que celle en cause au principal sans qu'il soit apparu d'une analyse du marché qu'un opérateur dispose d'une puissance significative sur ce marché et alors que l'entrave à l'accès aux numéros non géographiques est d'une nature autre que technique, pourvu que l'obligation tarifaire soit nécessaire afin de garantir l'accès des utilisateurs finals aux services utilisant ces numéros, ce qu'il appartiendra au juge national de vérifier. 2. a) L'article 28 de la directive 2002/22, telle que modifiée par la directive 2009/136, doit être interprété en ce sens qu'il ne s'oppose pas à l'adoption d'une mesure tarifaire telle que celle en cause au principal dans le cas où l'influence des tarifs plus élevés appliqués sur le volume d'appels de numéros non géographiques ne serait que limitée.

			b) Il appartiendra au juge national d'apprécier, dans le cadre du contrôle de proportionnalité de la mesure nécessaire selon l'article 28 de la directive 2002/22, telle que modifiée par la directive 2009/136, si l'imposition d'une mesure tarifaire telle que celle en cause au principal implique une charge excessive pour l'opérateur concerné. 3. L'article 28 de la directive 2002/22, telle que modifiée par la directive 2009/136, doit être interprété en ce sens qu'une mesure tarifaire telle que celle en cause au principal peut être adoptée par une autorité autre que l'autorité réglementaire nationale exerçant la compétence visée à l'article 13, paragraphe 1, de la directive 2002/19/CE du Parlement européen et du Conseil, du 7 mars 2002, relative à l'accès aux réseaux de communications électroniques et aux ressources associées, ainsi qu'à leur interconnexion (directive «accès»), telle que modifiée par la directive 2009/140/CE du Parlement européen et du Conseil, du 25 novembre 2009, pourvu que les exigences en matière de compétence, d'indépendance, d'impartialité et de transparence soient respectées, ce qu'il incombera au juge national de vérifier.
JUDGMENT OF THE COURT (Third Chamber) 11 June 2015	C-1/14	Base Company NV, formerly KPN Group Belgium NV v Ministerraad	Directive 2002/22/EC of the European Parliament and of the Council of 7 March 2002 on universal service and users' rights relating to electronic communications networks and services (Universal Service Directive), as amended by Directive 2009/136/EC of the European Parliament and of the Council of 25 November 2009, must be interpreted as meaning that the special tariffs and the financing mechanism provided for in Articles 9 and 13(1)(b) of that directive respectively apply to internet subscription services requiring a connection to the internet at a fixed location, but not to mobile communication services, including internet subscription services provided by means of those mobile communication services. If those services are made publicly available within the national territory as 'additional mandatory services' for the purposes of Article 32 of Directive 2002/22, as amended by Directive 2009/136, they cannot be financed, under national law, by a mechanism involving specific undertakings.

Pending cases

	Case-number	Parties	Questions
Request for a preliminary ruling from the College van Beroep voor het bedrijfsleven (Netherlands) lodged on 23 January 2015	C-28/15	Koninklijke KPN NV and Others v Autoriteit Consument en Markt (ACM)	1. Must Article 4(1) of the Framework Directive, (1) read in conjunction with Articles 8 and 13 of the Access Directive, (2) be interpreted as meaning that, in principle, in a dispute concerning the lawfulness of a cost-oriented scale of charges imposed by the national regulatory authority (NRA) in the wholesale call termination market, a national court is permitted to make a ruling which does not accord with the European Commission Recommendation of 7 May 2009 on the Regulatory Treatment of Fixed and Mobile Termination Rates in the EU (2009/396/EC), (3) in which pure BULRIC is

			recommended as the appropriate price regulation measure for call termination markets, if, in that national court's view, this is required on the basis of the facts in the case brought before it and/or on the basis of considerations of national or supranational law? 2. If the answer to Question 1 is affirmative: to what extent is the national court permitted, in assessing a cost-oriented price regulation measure: a) in the light of Article 8(3) of the Framework Directive, to evaluate the NRA's argument that the development of the internal market is promoted by reference to the degree to which the functioning of the internal market is in fact influenced? b) to assess, in the light of the policy objectives and regulatory principles laid down in Article 8 of the Framework Directive and Article 13 of the Access Directive, whether the price regulation measure: (i)is proportionate; (ii) is appropriate; (iii) has been applied proportionately and is justified? c) to require the NRA to demonstrate adequately that: (i) the policy objective, referred to in Article 8(2) of the Framework Directive, that the NRAs should promote competition in the provision of electronic communications networks and electronic communications services is genuinely being attained and that users are genuinely deriving maximum benefit in terms of choice, price and quality; (ii)the policy objective, referred to in Article 8(3) of the Framework Directive, that NRAs should contribute to the development of the internal market is genuinely being attained; and (iii)the policy objective, referred to in Article 8(4) of the Framework Directive, that the interests of the citizens should be promoted is genuinely being attained? d) in the light of Article 16(3) of the Framework Directive, and of Article 8(2) and (4) of the Access Directive, when assessing whether the price regulation measure is appropriate, to take into account the fact that the measure has been imposed on the market on which the regulated undertakings possess significant market power but, in the form chosen (pure BULRIC), has the effect of promoting one of the objectives of the Framework Directive, namely the interests of end users, on another market which has not been earmarked for regulation?

Energy

Pending cases

	Case-number	Parties	Questions
Request for a preliminary ruling from the Conseil d'État (France) lodged on 18 December 2014	C-121/15	Association nationale des opérateurs détaillants en énergie (ANODE) v Premier ministre, Ministre de l'économie, de l'industrie et du numérique, Commission de régulation de l'énergie, GDF Suez	1. Must the intervention of a Member State consisting in requiring the incumbent supplier to offer to supply final consumers with natural gas at regulated tariffs, but which does not preclude competing offers from being made at prices lower than those tariffs by the incumbent supplier or alternative suppliers, be regarded as leading to a situation whereby price levels for the supply of natural gas to final consumers are determined independently of free market forces and as constituting, by its very nature, an obstacle to the achievement of a competitive market in natural gas, as referred to in Article 3(1) of Directive 2009/73/EC? 2. If the first question is to be answered in the affirmative, what criteria should be used to assess the compatibility with Directive 2009/73/EC of such State intervention in the price of the supply of natural gas to final consumers? In particular: (a) To what extent and under what conditions does Article 106(2) TFEU, read in conjunction with Article 3(2) of Directive 2009/73/EC, enable Member States to pursue, by intervening in prices for the supply of natural gas to consumers, objectives other than maintaining the price of supply at a reasonable level, such as ensuring secure supply and territorial cohesion? (b) In the light of the objectives of secure supply and territorial cohesion, does Article 3(2) of Directive 2009/73/EC permit a Member State to intervene in determining the price of the supply of natural gas on the basis of the principle that the incumbent supplier's costs be covered in full, and may the costs intended to be covered by the tariffs include components other than the portion representing long-term supply?

Postal Service

Pending cases

	Case-number	Parties	Questions
Request for a preliminary ruling from the	C-2/15	DHL Express (Austria) GmbH	1. Does Directive 97/67/EC (1) of the European Parliament and of the Council of 15 December 1997 on common rules for the development of the internal market of Community postal

Verwaltungsgerichtshof (Austria) lodged on 7 January 2015			services and the improvement of quality of service, as amended by Directive 2008/6/EC (2) of the European Parliament and of the Council of 20 February 2008, in particular Article 9 thereof, preclude national rules under which postal service providers are obliged to contribute to the financing of the national regulatory authority's operational costs irrespective of whether they provide universal services? 2. If the first question is answered in the affirmative: (a) Is it sufficient for a financing obligation to exist that the provider concerned provides postal services which are to be classified under the national rules as universal services, but which go beyond the mandatory minimum range of universal services under the directive? (b) When determining an undertaking's share of the financial contributions, is one to proceed in the same way as when determining the financial contributions to the compensation fund under Article 7(4) of the directive? (c) Do the requirement to respect the principles of non-discrimination and proportionality within the meaning of Article 7(5) of the directive and the 'taking account of inter-changeability with the universal service' within the meaning of recital 27 in the preamble to Directive 2008/6/EC of the European Parliament and of the Council of 20 February 2008 then mean that shares of turnover which are attributed to value-added services, hence postal services not assignable to the universal service, but which are connected with the universal service, are excluded and are not taken into account when determining the share?

Equal Treatment in Employment

Pending cases

	Case-number	Parties	Questions
Request for a preliminary ruling from the Højesteret (Denmark) lodged on 24 September 2014	C-441/14	DI [Dansk Industri], acting on behalf of Ajos A/S v Estate of Karsten Eigil Rasmussen	1. Does the general EU law principle prohibiting discrimination on grounds of age include a prohibition on a scheme such as the Danish one, under which employees are not entitled to severance allowance if they are entitled to an old-age pension financed by their employer under a pension scheme which they have joined before attaining the age of 50 years, irrespective of whether they choose to remain on the employment market or retire? 2. Is it compatible with EU law for a Danish court, in a case between an employee and a private employer concerning payment of a severance allowance which the employer under national law as described in question 1 is exempt from having

			to pay but where that result is not compatible with the general EU law principle prohibiting discrimination on grounds of age, to undertake a weighing-up of that principle and its direct effect with the principle of legal certainty and the related principle of the protection of legitimate expectations and, following that weighing-up, reaches the conclusion that the principle of legal certainty must prevail over the principle prohibiting discrimination on grounds of age, with the result that under national law the employer is exempt from having to pay the severance allowance? Guidance is also sought as to whether the fact that the employee, depending on the circumstances, may claim compensation from the State as a result of the Danish legislation's incompatibility with EU law has an impact on the issue of whether such a weighing-up may be considered.
Request for a preliminary ruling from the Hof van Cassatie (Belgium) lodged on 3 April 2015	C-157/15	Samira Achbita, Centrum voor gelijkheid van kansen en voor racismebestrijding v G4S Secure Solutions NV	Should Article 2(2)(a) of Council Directive 2000/78/EC (1) of 27 November 2000 establishing a general framework for equal treatment in employment and occupation be interpreted as meaning that the prohibition on wearing, as a female Muslim, a headscarf at the workplace does not constitute direct discrimination where the employer's rule prohibits all employees from wearing outward signs of political, philosophical and religious beliefs at the workplace?

Certification Bodeis

Judgments and Opinions

	Case-number	Parties	Outcome
JUDGMENT OF THE COURT (Grand Chamber) 16 June 2015	C-593/13	Presidenza del Consiglio dei Ministri et al v Rina Services SpA et al	The first paragraph of Article 51 TFEU must be interpreted as meaning that the exception to the right of establishment laid down in that provision does not apply to the certification activities carried out by companies classified as certification bodies; Article 14 of Directive 2006/123 of the European Parliament and of the Council of 12 December 2006 on services in the internal market must be interpreted as precluding legislation of a Member State which provides that companies classified as certification bodies must have their registered office in national territory.

Public Service Contracts

Judgments and Opinions

	Case-number	Parties	Outcome

JUDGMENT OF THE COURT (Fifth Chamber) 26 March 2015	C-601/13	Ambisig — Ambiente e Sistemas de Informação Geográfica SA V Nersant — Associação Empresarial da Região de Santarém, Núcleo Inicial — Formação e Consultoria Lda	With regard to procurement contracts for the provision of services of an intellectual nature, training and consultancy, Article 53(1)(a) of Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts does not preclude the contracting authority from using a criterion enabling evaluation of the teams specifically put forward by the tenderers for the performance of the contract and which takes into consideration the composition of the team and the experience and academic and professional background of the team members.

Labelling

Judgements and Opinions

	Case-number	Parties	Outcome
OPINION OF ADVOCATE GENERAL SHARPSTON delivered on 23 April 2015	C-95/14	Unione nazionale industria conciaria (UNIC) Unione Nazionale dei Consumatori di Prodotti in Pelle, Materie Concianti, Accessori e Componenti (UNI.CO.PEL) v FS Retail Luna srl Gatsby srl	In the light of all the foregoing considerations, I am of the opinion that the Court should answer the request for a preliminary ruling from the Tribunale di Milano (Italy) to the following effect: A national rule imposing an obligation to affix a label indicating the country of origin to leather products obtained from working carried out in foreign countries, where those products are described using terms such as 'leather', 'fine leather' or 'fur' (or their derivatives or synonyms) in the language or languages of the Member State concerned, is a technical regulation within the meaning of Article 1(11) of Directive 98/34/EC of the European Parliament and of the Council of 22 June 1998 laying down a procedure for the provision of information in the field of technical standards and regulations and of rules on Information Society services. Its adoption in breach of the period of postponement prescribed in Article 9(1) of that directive constitutes a substantial procedural defect such as to render it inapplicable. Such a rule is in any event a discriminatory measure that has equivalent effect to a quantitative restriction on imports, prohibited by Article 34 TFEU and not falling within any of the exceptions listed in Article 36 thereof. It is therefore inapplicable in civil proceedings between individuals. Finally, in so far as such a rule applies to footwear that meets the labelling requirements of Directive 94/11/EC of the European Parliament and Council of 23 March 1994 on the approximation of the laws, regulations and administrative provisions of the Member States relating to labelling of the materials used in the main components of footwear for sale to the consumer, it is incompatible with, in particular, Articles 3 and 5 of that directive.

JUDGMENT OF THE COURT (Ninth Chamber) 4 June 2015	C-195/14	Bundesverband der Verbraucherzentralen V Teekanne GmbH & Co. KG	Articles 2(1)(a)(i) and 3(1)(2) of Directive 2000/13/EC of the European Parliament and of the Council of 20 March 2000 on the approximation of the laws of the Member States relating to the labelling, presentation and advertising of foodstuffs, as amended by Regulation (EC) No 596/2009 of the European Parliament and of the Council of 18 June 2009, must be interpreted as precluding the labelling of a foodstuff and methods used for the labelling from giving the impression, by means of the appearance, description or pictorial representation of a particular ingredient, that that ingredient is present, even though it is not in fact present and this is apparent solely from the list of ingredients on the foodstuff's packaging.

Commercial Practices

Judgements and Opinions

	Case-number	Parties	Outcome
JUDGMENT OF THE COURT (First Chamber) 16 April 2015	C-388/13	Nemzeti Fogyasztóvédelmi Hatóság, other party: UPC Magyarország Kft	1. Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council ('Unfair Commercial Practices Directive') must be interpreted as meaning that the communication, by a professional to a consumer, of erroneous information, such as that at issue in the main proceedings, must be classified as a 'misleading commercial practice', within the meaning of that directive, even though that information concerned only one single consumer. 2. Directive 2005/29 must be interpreted as meaning that, if a commercial practice meets all of the criteria specified in Article 6(1) of that directive for classification as a misleading practice in relation to the consumer, it is not necessary further to determine whether such a practice is also contrary to the requirements of professional diligence, as referred to in Article 5(2)(a) of that directive, in order for it legitimately to be regarded as unfair and, consequently, prohibited in accordance with Article 5(1) of that directive.

Pending Cases

	Case-number	Parties	Questions
Request for a preliminary ruling from the Cour de	C-13/15	Cdiscount SA v Ministère public	Do Articles 5 to 9 of Directive 2005/29/EC of the Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal

cassation (France) lodged on 16 January 2015			market (1) preclude a rule which prohibits, in all circumstances and regardless of the impact they may have on the decision of the average consumer, price reductions which are not calculated against a reference price laid down by regulation?
Request for a preliminary ruling from the Landgericht München I (Germany) lodged on 19 January 2015	C-19/15	Verband Sozialer Wettbewerb e.V. v Innova Vital GmbH	Must Article 1(2) of Regulation (EC) No 1924/2006 (1) be interpreted as meaning that the provisions of that regulation apply also to nutrition and health claims made in commercial communications in advertisements for foods to be delivered as such to the final consumer if the commercial communication or advertisement is addressed exclusively to the professional sector?

Competition Law

Judgements and Opinions

	Case-number	Parties	Outcome
OPINION OF ADVOCATE GENERAL KOKOTT delivered on 21 May 2015	C-23/14	Post Danmark A/S	1. A rebate scheme operated by a dominant undertaking constitutes abuse within the meaning of Article 82 EC where an overall assessment of all the circumstances of the individual case shows that the rebates are capable of producing an economically unjustified exclusionary effect, it being important to take into account in that regard, in particular, the criteria and rules governing the grant of the rebate, the conditions of competition prevailing on the relevant market and the position of the dominant undertaking on that market. 2. Article 82 EC does not require the abusive nature of the rebate scheme operated by a dominant undertaking to be demonstrated by means of a price/cost analysis such as the as-efficient-competitor test, where its abusive nature is immediately shown by an overall assessment of the other circumstances of the individual case. However, the authorities and courts dealing with competition cases are at liberty to avail themselves of a price/cost analysis in their overall assessment of all the circumstances of the individual case, unless, on account of the structure of the market, it would be impossible for another undertaking to be as efficient as the dominant undertaking. 3. Aside from the requirement that a rebate scheme operated by a dominant undertaking must have an actual or potential adverse effect on trade between Member States, the exclusionary effect that may be produced by such a scheme does not have to exceed any form of appreciability (de minimis) threshold in order to be classified as abuse within the meaning of Article 82 EC. It is sufficient for the presence of such an exclusionary effect to be more likely than its absence.

Public Works Contracts

Judgements and Opinions

	Case-number	Parties	Outcome
CONCLUSIONS DE L'AVOCAT GÉNÉRAL Mme Juliane Kokott présentées le 21 mai 2015	C-166/14	MedEval - Qualitäts-, Leistungs- und Struktur-Evaluierung im Gesundheitswesen GmbH v Bundesvergabeamt	Eu égard à l'exposé qui précède, je propose à la Cour de répondre comme suit à la question préjudicielle du Verwaltungsgerichtshof autrichien: l'article 2 septies, paragraphe 2, de la directive 89/665/CEE doit, à la lumière du principe d'effectivité, être interprété en ce sens que – il fait obstacle à une disposition de droit national aux termes de laquelle une action en constatation d'une violation du droit des marchés publics doit, à peine de forclusion, être formée dans les six mois suivant la conclusion du contrat dans la mesure où la constatation de pareille violation n'est qu'une condition de l'introduction d'une demande de dommages-intérêts et en ce sens que – le délai dans lequel une action déclaratoire visant à l'obtention de dommages-intérêts ne peut pas commencer à courir avant que l'intéressé ait connaissance de la violation du droit des marchés publics qu'il allègue ou aurait dû en avoir connaissance.

International Private Law

Judgements and Opinions

	Case-number	Parties	Outcome
CONCLUSIONS DE L'AVOCAT GÉNÉRAL M. YVES Bot présentées le 23 avril 2015	C-366/13	Profit Investment SIM SpA, en liquidation v Stefano Ossi, Andrea Mirone, Commerzbank AG	Au vu des considérations qui précèdent, nous proposons à la Cour de répondre aux questions posées par la Corte suprema di cassazione comme suit: 1. L'article 23 du règlement (CE) n° 44/2001 du Conseil, du 22 décembre 2000, concernant la compétence judiciaire, la reconnaissance et l'exécution des décisions en matière civile et commerciale, doit être interprété en ce sens que: – il n'est satisfait à l'exigence de forme écrite posée par le paragraphe 1, sous a), de cet article, dans le cas de l'insertion d'une clause de prorogation de compétence dans le prospectus d'émission de titres, tels que les «credit linked notes» en cause au principal, que si le contrat signé par les parties mentionne l'acceptation de cette clause ou comporte

			un renvoi exprès à ce prospectus, et – une clause de prorogation de compétence contenue dans le prospectus d'émission de titres, tels que les «credit linked notes» en cause au principal, rédigé unilatéralement par l'émetteur de ces titres ne peut être opposée au tiers qui les a acquis auprès d'un intermédiaire financier que s'il est établi que ce tiers a donné son consentement effectif à cette clause dans les conditions énoncées audit article. Toutefois, l'insertion d'une clause de prorogation de compétence dans le prospectus d'émission de titres, tels que les «credit linked notes» en cause au principal, peut être regardée comme une forme admise par un usage du commerce international, au sens de l'article 23, paragraphe 1, sous c), du règlement n° 44/2001, permettant de présumer le consentement de celui auquel on l'oppose, pour autant qu'il est notamment établi, ce qu'il appartient à la juridiction nationale de vérifier, d'une part, qu'un tel comportement est généralement et régulièrement suivi par les opérateurs dans la branche considérée lors de la conclusion de contrats de ce type et, d'autre part, soit que les parties entretenaient auparavant des rapports commerciaux suivis entre elles ou avec d'autres parties opérant dans le secteur considéré, soit que le comportement en cause est suffisamment connu pour pouvoir être considéré comme une pratique consolidée. 2. Doit être regardée comme relevant de la «matière contractuelle», au sens de l'article 5, point 1, sous a), du règlement n° 44/2001, l'action tendant à obtenir l'annulation d'un contrat et la restitution des sommes versées sur le fondement de l'acte nul. 3. L'article 6, point 1, du règlement n° 44/2001 doit être interprété en ce sens que, pour qu'il y ait connexité entre deux demandes présentées contre plusieurs défendeurs, il ne suffit pas que l'éventuelle reconnaissance du bien-fondé de l'une d'elles soit potentiellement apte à se refléter sur l'étendue du droit dont la protection est demandée dans le cas de l'autre.
JUDGMENT OF THE COURT (Grand Chamber) 13 May 2015	C-536/13	Gazprom	Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters must be interpreted as not precluding a court of a Member State from recognising and enforcing, or from refusing to recognise and enforce, an arbitral award prohibiting a party from bringing certain claims before a court of that Member State, since that regulation does not govern the recognition and enforcement, in a Member State, of an arbitral award issued by an arbitral tribunal in another Member State.
JUDGMENT OF THE COURT (Fourth Chamber) 21 May 2015	C-352/13	Cartel Damage Claims (CDC) Hydrogen Peroxide SA v Akzo Nobel NV et al	1. Article 6(1) of Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters must be interpreted as meaning that the rule on centralisation of jurisdiction in the case of several defendants, as established

			in that provision, can apply in the case of an action for damages, and for disclosure in that regard, brought jointly against undertakings which have participated in different places and at different times in a single and continuous infringement, which has been established by a decision of the European Commission, of the prohibition of anti-competitive agreements, decisions and concerted practices provided for under EU law, even where the applicant has withdrawn its action against the sole co-defendant domiciled in the same State as the court seised, unless it is found that, at the time the proceedings were instituted, the applicant and that defendant had colluded to artificially fulfil, or prolong the fulfilment of, that provision's applicability; 2. Article 5(3) of Regulation No 44/2001 must be interpreted as meaning that, in the case of an action for damages brought against defendants domiciled in various Member States as a result of a single and continuous infringement of Article 101 TFEU and Article 53 of the Agreement on the European Economic Area of 2 May 1992, which has been established by the European Commission, in which the defendants participated in several Member States, at different times and in different places, the harmful event occurred in relation to each alleged victim on an individual basis and each of the victims can, by virtue of Article 5(3), choose to bring an action before the courts of the place in which the cartel was definitively concluded or, as the case may be, the place in which one agreement in particular was concluded which is identifiable as the sole causal event giving rise to the loss allegedly suffered, or before the courts of the place where its own registered office is located; 3. Article 23(1) of Regulation No 44/2001 must be interpreted as allowing, in the case of actions for damages for an infringement of Article 101 TFEU and Article 53 of the Agreement on the European Economic Area of 2 May 1992, account to be taken of jurisdiction clauses contained in contracts for the supply of goods, even if the effect thereof is a derogation from the rules on international jurisdiction provided for in Article 5(3) and/or Article 6(1) of that regulation, provided that those clauses refer to disputes concerning liability incurred as a result of an infringement of competition law.
JUDGMENT OF THE COURT (Third Chamber) 21 May 2015	C-322/14	Jaouad El Majdoub v CarsOnTheWeb.Deutschland GmbH	Article 23(2) of Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters must be interpreted as meaning that the method of accepting the general terms and conditions of a contract for sale by 'click-wrapping', such as that at issue in the main proceedings, concluded by electronic means, which contains an agreement conferring jurisdiction, constitutes a communication by electronic means which provides a durable record of the agreement, within the meaning of that provision, where that method makes it possible to print and save the text of those terms and conditions before the conclusion of the contract.

Pending Cases

	Case-number	Parties	Questions
Request for a preliminary ruling from the Sąd Najwyższy (Poland) lodged on 17 February 2015	C-70/15	Emmanuel Lebek v Janusz Domino	1. Must Article 34(2) of Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (1) be interpreted as meaning that the possibility of commencing proceedings to challenge a judgment laid down therein covers both the situation in which such a challenge can be brought within the time-limit laid down in national law and the situation in which that time-limit has already passed but it is possible to submit an application for relief from the effects of its passing and then — following the grant of such relief — actually to commence such proceedings? 2. Must Article 19(4) of Regulation (EC) No 1393/2007 of the European Parliament and of the Council of 13 November 2007 on the service in the Member States of judicial and extrajudicial documents in civil or commercial matters (service of documents), and repealing Council Regulation (EC) No 1348/2000 (2) be interpreted as excluding the application of provisions of national law concerning the possibility of relief from the effects of the expiry of the time for appeal or as meaning that the defendant has the choice of availing himself of either the application for relief provided for in that provision or the relevant set of provisions under national law?
Request for a preliminary ruling from the Fővárosi Ítélőtábla (Hungary) lodged on 2 March 2015	C-102/15	Gazdasági Versenyhivatal v Siemens Aktiengesellschaft Österreich	Does the concept of a claim in matters relating to quasi-delict under Article 5(3) of Council Regulation (EC) No 44/2001 of 22 December 2000 [on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters] cover a claim which has its origin in the reimbursement of a fine imposed in competition proceedings and paid by a party domiciled in another Member State — the reimbursement to whom was subsequently held to be unjustified — which the competition authority makes against that party in order to obtain the return of interest which must legally be paid on reimbursement and which was paid by the authority concerned?
Request for a preliminary ruling from the Bundesarbeitsgericht (Germany) lodged on 20 March 2015	C-135/15	Hellenic Republic v Grigorios Nikiforidis	1. Is the Rome I Regulation applicable under Article 28 of that regulation to employment relationships exclusively in the case where the legal relationship was formed by a contract of employment entered into after 16 December 2009, or does every subsequent agreement by the contracting parties to continue their employment relationship, whether with or without variation, render that regulation applicable? 2. Does Article 9(3) of the Rome I Regulation exclude solely the direct application of overriding mandatory provisions of

			another country in which the obligations arising out of that contract are not to be performed, or have not been performed, or does that provision also exclude indirect regard for those mandatory provisions in the law of the Member State the law of which governs the contract? 3. Is the principle of sincere cooperation enshrined in Article 4(3) TEU relevant, for legal purposes, for the decision of national courts on whether overriding mandatory provisions of another Member State are directly or indirectly applicable?
Request for a preliminary ruling from the Cour d'appel de Paris (France) lodged on 29 April 2015	C-196/15	Granarolo SpA v Ambrosi Emmi France SA	1. Must Article 5(3) of Council Regulation (EC) No 44/2001 of 22 December 2000 be interpreted as meaning that an action for damages for the abrupt termination of an established business relationship for the supply of goods over several years to a retailer without a framework contract, nor an exclusivity agreement is a matter relating to tort? 2. If the answer to the first question is in the negative, is Article 5(1)(b) of that regulation applicable in determining the place of performance of the obligation at issue in Question 1?

EUROPEAN COMMISSION

DG CONNECT

Commission welcomes agreement to end roaming charges and to guarantee an open Internet

Huge telephone bills ruining your holiday budget, an Internet connection not delivering on its promises: these experiences will be soon old memories. Almost two years after the European Commission put forward its proposal for a telecoms single market, an agreement was found with the European Parliament and the Council. The compromise was reached earlier today following final negotiations between the three institutions (so-called 'trilogue' meetings). It foresees:

- The end of roaming charges in June 2017. When travelling in the EU, mobile phone users will pay the same price as at home, with no extra charges.
- Strong net neutrality rules protecting the right of every European to access Internet content, without discrimination.

These measures will be completed by an ambitious overhaul of Eu Telecom Rules in 2016. This reform will include a more effective EU-level spectrum coordination. Creating the right conditions for digital networks and services to flourish is a key objective of the Commission's plan for a Digital Single Market.

http://europa.eu/rapid/press-release_IP-15-5265_en.htm

Stronger data protection rules for Europe

More than 90% of Europeans are concerned about mobile apps collecting their data without their consent. On 15 June, an important step was taken to finalise EU data protection rules to help restore that confidence.

Ministers in the Council reached a General Approach on the new data protection rules, confirming the approach taken in the Commission's proposal back in 2012 (see IP/12/46). The proposed rules received the backing of the European Parliament in March 2014 (MEMO/14/186).

http://europa.eu/rapid/press-release_MEMO-15-5170_en.htm

DG COMPETITION

Antitrust: Commission market tests commitments by Bulgarian Energy Holding (BEH) concerning Bulgarian wholesale electricity market

On 19 June, the European Commission is inviting comments from interested parties on commitments offered by the State-owned Bulgarian Energy Holding EAD (BEH) to address competition concerns about BEH's behaviour on the non-regulated wholesale electricity market in Bulgaria.

The Commission has expressed concerns that BEH, the incumbent vertically-integrated energy company, has been preventing competition on the non-regulated wholesale electricity market in Bulgaria. In particular, **BEH may be hindering the resale of electricity by imposing territorial restrictions on traders**, in breach of EU antitrust rules.

To address the Commission's concerns, BEH has offered to set up an independent power exchange in Bulgaria and to ensure the liquidity of the day-ahead market on that exchange. If the market test confirms that the commitments are suitable to address the Commission's competition concerns, the Commission may make the commitments legally binding on BEH.

http://europa.eu/rapid/press-release_IP-15-5234_en.htm

Mergers: Commission approves acquisition of Sigma-Aldrich by Merck, subject to conditions

On 15 June, the European Commission has approved the proposed acquisition of Sigma-Aldrich by Merck under the EU Merger Regulation. Both companies are active world-wide in the life science sector. **The decision is conditional on the divestment of certain Sigma-Aldrich assets, including manufacturing assets in Germany, the rights to certain brands and a sales force**. The Commission had concerns that the merged entity would have faced insufficient competitive pressure from the remaining players in the markets for certain laboratory chemicals, with a risk of price rises. The commitments offered by the companies address these concerns.

http://europa.eu/rapid/press-release_IP-15-5194_en.htm

Antitrust: Commission opens formal investigation into Amazon's e-book distribution arrangements

On 11 June, the European Commission has opened a formal antitrust investigation into certain business practices by Amazon in the distribution of electronic books ("e-books"). The Commission will in particular **investigate certain clauses included in Amazon's contracts with publishers**. These clauses require publishers to inform Amazon about more favourable or alternative terms offered to Amazon's competitors and/or offer Amazon similarterms and

conditions than to its competitors, or through other means ensure that Amazon is offered terms at least as good as those for its competitors.

http://europa.eu/rapid/press-release_IP-15-5166_en.htm

Mergers: Commission clears acquisition of certain INEOS chlorovinyls businesses by ICIG and approves ICIG as buyer of divested assets linked to approval of INEOS / Solvay joint venture

The European Commission has approved under the EU Merger Regulation the proposed acquisition of a group of chlorovinyls businesses belonging to the chemical group INEOS by International Chemical Investors Group ("ICIG"). In parallel with the clearance decision on 09 June, the Commission has also approved ICIG as suitable purchaser for the divestitures offered by INEOS and Solvay to obtain the clearance of their joint venture in the S-PVC market.

http://europa.eu/rapid/press-release_IP-15-5147_en.htm

Mergers: Commission clears acquisition of Jazztel by Orange, subject to conditions

On 19 May, the European Commission has approved under the EU Merger Regulation the proposed acquisition of Jazztel plc, a telecommunications company registered in the UK but mainly active in Spain, by rival Orange SA of France. The approval is conditional upon the full implementation by Orange of a number of commitments that will ensure effective competition on the fixed internet access services markets after the takeover.

To address the Commission's concerns, Orange submitted commitments based on two different technologies:

- on optical fibre: Orange has committed to divest an independent Fibre-To-The-Home (FTTH) network covering 700 000 - 800 000 building units, which is similar to the size of Orange's current FTTH network in Spain. This high speed network covers 13 urban districts located in five of the largest Spanish cities: Madrid, Barcelona, Valencia, Sevilla and Málaga.
- on copper: Orange has committed to grant the purchaser of the FTTH network wholesale access to Jazztel's national ADSL network for up to 8 years. This commitment is for an unlimited number of subscribers and will allow the purchaser to compete immediately on 78% of Spanish territory. The cost for this wholesale access to Jazztel's ADSL network will allow the new player to compete as aggressively as Orange and Jazztel do today.

http://europa.eu/rapid/press-release_IP-15-4997_en.htm

Antitrust: Commission accepts commitments by SkyTeam members Air France/KLM, Alitalia and Delta on three transatlantic routes

On 12 May, The European Commission has adopted a decision that renders legally binding commitments offered by Air France/KLM, Alitalia and Delta, members of the SkyTeam airline alliance, to lower barriers to entry or expansion on three transatlantic routes. The Commission had concerns that the cooperation between these airlines may harm competition for all passengers on the Amsterdam-New York and Rome-New York routes and for premium passengers on the Paris-New York route, in breach of EU antitrust rules.

Under the final commitments, the parties will:

- make available landing and take-off slots at Amsterdam, Rome and/or New York airports on the Amsterdam-New York and Rome-New York routes;

- **enter into agreements** which would enable competitors to offer tickets on the parties' flights on the three routes ("fare combinability agreements");
- **enter into agreements** which would facilitate access to the parties' connecting traffic on the three routes ("special prorate agreements");
- provide access to their frequent flyer programmes on all three routes;
- allow passengers of competitors who have no equivalent frequent flyer programme to accrue and redeem miles on the parties' frequent flyer programmes; and
- submit data concerning their cooperation, which will facilitate an evaluation of the alliance's impact on the markets over time.

http://europa.eu/rapid/press-release_IP-15-4966_en.htm

Mergers: Commission approves coffee joint venture between DEMB and Mondelēz, subject to conditions

On 5 May, following an in-depth investigation, the European Commission has approved under the EU Merger Regulation the proposed creation of a joint venture between two of the world's leading coffee manufacturers - D.E. Master Blenders 1753 B.V. (DEMB) of The Netherlands and Mondelēz International Inc. of the US. The approval is conditional on implementation of commitmentsto address the Commission's concerns. The Commission had concerns that the transaction, as initially notified, would have led to price increases in roast and ground coffee products in France, Denmark and Latvia, as well as in filter pads in Austria and France. To address these concerns Mondelēz will sell its Carte Noire business across the European Economic Area (EEA), while DEMB will sell its Merrild business across the EEA and license its Senseo brand in Austria.

http://europa.eu/rapid/press-release_IP-15-4915_en.htm

State Aid: Commission launches sector inquiry into mechanisms to ensure electricity supplies

On 29 April, the European Commission has launched a state aid sector inquiry into national measures to ensure that adequate capacity to produce electricity is available at all times to avoid black-outs (so-called "capacity mechanisms"). The inquiry will gather information on capacity mechanisms to examine, in particular, whether they ensure sufficient electricity supply without distorting competition or trade in the EU Single Market. It complements the Commission's Energy Union Strategy to create a connected, integrated and secure energy market in Europe.

http://europa.eu/rapid/press-release_IP-15-4891_en.htm

Antitrust: Commission sends Statement of Objections to Gazprom for alleged abuse of dominance on Central and Eastern European gas supply markets

On 22 April, the European Commission has sent a Statement of Objections to Gazprom alleging that some of its business practices in Central and Eastern European gas markets constitute an abuse of its dominant market position in breach of EU antitrust rules. The Commission finds that Gazprom implements an overall abusive strategy in these gas supply markets, in particular:

- Gazprom **imposes territorial restrictions in its supply agreements with wholesalers and with some industrial customers in above countries**.
- These territorial restrictions may result in higher gas prices and allow Gazprom to pursue an unfair pricing policy in five Member States (Bulgaria, Estonia, Latvia, Lithuania and Poland), charging prices to wholesalers that are significantly higher compared to Gazprom's costs or to benchmark prices. **These unfair prices result**

partly from Gazprom's price formulae that index gas prices in supply contracts to a basket of oil product prices and have unduly favoured Gazprom over its customers.

- Gazprom **may be leveraging its dominant market position by making gas supplies to Bulgaria and Poland conditional on obtaining unrelated commitments from wholesalers concerning gas transport infrastructure**. For example, gas supplies were made dependent on investments in a pipeline project promoted by Gazprom or acceptingGazprom reinforcing its control over a pipeline.

http://europa.eu/rapid/press-release_IP-15-4828_en.htm

Antitrust: Commission sends Statement of Objections to Google on comparison shopping service; opens separate formal investigation on Android

On 15 April, The European Commission has sent a Statement of Objections to Google alleging the company has abused its dominant position in the markets for general internet search services in the European Economic Area (EEA) by systematically favouring its own comparison shopping product in its general search results pages. The Commission's preliminary view is that such conduct infringes EU antitrust rules because it stifles competition and harms consumers. Sending a Statement of Objections does not prejudge the outcome of the investigation.

http://europa.eu/rapid/press-release_IP-15-4780_en.htm

DG ENERGY

Commission, France, Portugal and Spain set up High Level Group to break energy barriers

A well-connected energy market is vital for creating an Energy Union that will ensure secure, affordable and sustainable energy for all EU citizens and businesses. Building missing cross-border links between the Iberian Peninsula and the rest of the EU energy market is therefore a priority for the European Commission, which has set up a new High Level Group to drive forward key energy infrastructure projects in South-West Europe on 15 June.

The Memorandum of Understanding for the South-West Regional group creating the High Level Group was agreed today in Luxembourg. This Group will prepare a plan to implement the so-called Madrid Declaration, signed on 4 March by Commission President Jean-Claude Juncker, the President of France François Hollande, the Prime Minister of Spain Mariano Rajoy and the Prime Minister of Portugal, Pedro Passos Coelho.

The High Level Group will deal with both gas and electricity infrastructure.

http://europa.eu/rapid/press-release_IP-15-5187_en.htm

Energy Union: Advancing the integration of European energy markets

On 08 June, the European Commission and the Baltic Sea Region countries have signed a Memorandum of Understanding modernising and strengthening the Baltic Energy Market Interconnection Plan. At the same time, 12 European countries signed a declaration for regional cooperation on security of electricity supply within the European internal market. This was followed by the signature of a political declaration of the Pentalateral Energy Forum.

Regional co-operation with neighbouring countries within a common European Union framework is a key building block for the Energy Union. This is paramount for ensuring

uninterrupted energy supplies and affordable prices for consumers. Regional co-operation will help achieve EU-wide market integration and further contribute to unlocking the full potential of renewables in the energy system.

http://europa.eu/rapid/press-release_IP-15-5142_en.htm

Energy prices in the EU Household electricity prices in the EU rose by 2.9% in 2014 Gas prices up by 2.0% in the EU

In the European Union (EU), household electricity prices rose by 2.9% on average between the second half of 2013 and the second half of 2014 to reach €20.8 per 100 kWh. Since 2008, electricity prices in the EU have increased by more than 30%. Across the EU Member States, household electricity prices in the second half of 2014 ranged from €9 per 100 kWh in Bulgaria to more than €30 per 100 kWh in Denmark.

http://europa.eu/rapid/press-release_STAT-15-5051_en.htm

DG FINANCIAL STABILITY, FINANCIAL SERVICE AND CAPITAL MARKETS

Speech by European Commissioner Jonathan Hill: Building a stronger single market in capital

(...)

"Retail investors obviously need to be at the heart of the CMU. Over the years, small investors have been reducing their investment in shares, and the proportion of retail investors among all shareholders is less than half what it was in the 1970s. They will only invest in capital markets if they have confidence in them. So I want effective consumer and investor protection and to dismantle the barriers to the single market for retail investors and we will look at ways to take this forward. I will be bringing forward a green paper on retail financial services issues later this year. By doing what we can to promote transparency, choice and competition in retail financial services I hope to make some of the benefits of the single market more tangible to consumers in Europe."

(...)

http://europa.eu/rapid/press-release_SPEECH-15-5290_en.htm

Five Presidents' Report sets out plan for strengthening Europe's Economic and Monetary Union as of 1 July 2015

On 22 June, the five Presidents – European Commission President Jean-Claude Juncker, together with the President of the Euro Summit, Donald Tusk, the President of the Eurogroup, Jeroen Dijsselbloem, the President of the European Central Bank, Mario Draghi, and the President of the European Parliament, Martin Schulz – have revealed ambitious plans on how to deepen the Economic and Monetary Union (EMU) as of 1 July 2015 and how to complete it by latest 2025. To turn their vision for the future of EMU into reality, they put forward concrete measures to be implemented during three Stages: while some of the actions need to be frontloaded already in the coming years, such as introducing a European Deposit Insurance Scheme, others go further as regards sharing of sovereignty among the Member States that have the euro as their currency, such as creating a future euro area treasury. This is part of the Five Presidents' vision according to which the focus needs to move beyond rules to institutions in order to guarantee a rock-solid and transparent architecture of EMU.

The Report sets out three different stages for turning the vision of the Five Presidents into reality (see Annex 1):

- Stage 1 or "Deepening by Doing" (1 July 2015 - 30 June 2017): using existing instruments and the current Treaties to boost competitiveness and structural convergence, achieving responsible fiscal policies at national and euro area level, completing the Financial Union and enhancing democratic accountability.
- Stage 2, or "completing EMU": more far-reaching actions will be launched to make the convergence process more binding, through for example a set of commonly agreed benchmarks for convergence which would be of legal nature, as well as a euro area treasury.
- Final Stage (at the latest by 2025): once all the steps are fully in place, a deep and genuine EMU would provide a stable and prosperous place for all citizens of the EU Member States that share the single currency, attractive for other EU Member States to join if they are ready to do so.

To prepare the transition from Stage 1 to Stage 2, the Commission will present a White Paper in spring 2017 outlining the next steps needed, including legal measures to complete EMU in Stage 2. This follows the model of the Jacques Delors White Paper of 1985 which – through a series of measures and a timetable attached to them – paved the way to the Single European Act, the legal basis of the Single Market project.

See the Five President#s Report "Completing Eutope's Economic and Monetary Union" here.

http://europa.eu/rapid/press-release_IP-15-5240_en.htm

Commission welcomes agreement on improving transparency of certain financial transactions in the shadow banking sector

On 17 June, the European Commission welcomes political agreement on the proposal for a regulation on reporting and transparency of securities financing transactions (known as SFTR). The agreement follows negotiations between the Commission, the European Parliament and the Council of the EU to find common ground on the regulation. The proposed regulation aims to increase the transparency of certain transactions in the shadow banking sector to avoid that banks circumvent other rules by moving those activities to the shadow banking sector. Today's agreement will significantly improve the transparency of securities financing transactions and help identify their risks and their magnitude.

http://europa.eu/rapid/press-release_IP-15-5210_en.htm

Insurance: European Commission adopts a first package of third country equivalence decisions under Solvency II

On 05 June, the European Commission has adopted its first third country equivalence decisions under Solvency II, the EU's new prudential regulatory regime which sets out rules to develop a single market for the insurance sector. After receiving equivalence, **EU insurers can use local rules to report on their operations in third countries, while third country insurers are able to operate in the EU without complying with all EU rules**. These equivalence decisions take the form of delegated acts and they concern Switzerland, Australia, Bermuda, Brazil, Canada, Mexico and the USA. They will provide more legal certainty for EU insurers operating in a third country as well as for third country insurance companies operating in the EU.

http://europa.eu/rapid/press-release_IP-15-5126_en.htm

Speech by European Commissioner Jonathan Hill: Bringing financial service back to the people they serve

(…)

"Bringing financial services back to the people they serve is the right way to think about things. It is why early on I said that I wanted to turn the telescope round and look at retail financial services from the point of view of the consumer. It is why I am keen to open up markets to deliver more choice and better service so that people can see more examples of how the EU benefits them. And it is why the retail investor has to be at the heart of the work I am doing to build a single market in capital".

(...)

http://europa.eu/rapid/press-release_SPEECH-15-5117_en.htm

DG INTERNAL MARKET, INDUSTRY, ENTREPRENEURSHIP AND SMEs

Commission launches infringement procedures against six Member States for lack of compliance with the Services Directive in the area of regulated professions

On 18 June, the European Commission is launching infringement procedures against Austria, Cyprus, Germany, Malta, Poland and Spain on the grounds that their national rules include excessive and unjustified obstacles in the area of professional services. The Commission considers that requirements imposed on certain service providers in these Member States run counter to the Service Directive.

Excessive shareholding requirements – such as the requirement that the professionals should hold 100% of the voting rights and capital in a company, or should have its corporate seat in a given jurisdiction – can make a second establishment or cross-border provision of services in these Member States difficult. Compulsory minimum tariffs are not necessary in order to ensure high-quality services of either domestic or foreign services providers, whilst depriving consumers of more competitively priced services.

The Commission therefore requests these Member States to adapt their rules governing such shareholding requirements and prohibitions of multidisciplinary practices (for architects and engineers in Austria, Cyprus and Malta for patent agents in Austria) as well as repeal minimum compulsory tariffs (for procuradores in Spain, architects, engineers and tax advisors in Germany, patent agents in Poland and veterinarians in Austria). In Spain, the Commission is also concerned about existing rules declaring certain activities of procuradores incompatible with those of lawyers.

http://europa.eu/rapid/press-release_IP-15-5199_en.htm

DG JUSTICE AND CONSUMERS

Commission calls for stricter enforcement of passenger rights legislation in Europe

As millions of European citizens will be travelling during the summer period, today the Commission is calling for better application and enforcement of passenger rights legislation in

the European Union. As a first remedy, on 03 July the Commission adopted interpretative guidelines clarifying the existing rules in the rail sector.

Addressed to the rail transport industry and to nationalauthorities, the guidelines adopted today seek to clarify and strengthen the application and enforcement of rail passenger rights in the European Union. In particular, an assessment of the implementation of the Regulation (EC) No. 1371/2007 on rail's passangers' rights and obligation and of the relevant case law of the European Court of Justice (ECJ) pointed at a need to clarify the following points:

- Information: All actors need to make information about travel, tariffs and tickets available to passengers, including in alternative formats for persons with disabilities.
- Delays, cancellations and missed connections: Passengers holding separate tickets under a single contract have equal rights as passengers with a single ticket.
- Rights of persons with disabilities or reduced mobility: Rail companies cannot ask for medical certificates as a precondition to sell a ticket, to allow these persons to use rail services or to justify their need for assistance.
- Complaint handling, enforcement and cooperation between national authorities:Railway companies and national authorities have to set up adequate complaint handling mechanisms. Railway companies have to reply to complainants within strict timeframes.

Regarding the air sector, in 2013 the Commission proposed to amend the current Regulation (EC) No 261/2004 on air passanger rights. The legislative procedure in the European Parliament and Council is ongoing. Existing rights have nevertheless already been further developed and strengthened by the case-law of the ECJ. The Commission has therefore decided to make available a summary of the most relevant judgements on air passenger rights and of their practical implications on its web page. They include compensation for delays, compensation for missed connecting flights or precisions to the notion of "extraordinary circumstances" under which airlines can be exempted from paying the compensation.

http://europa.eu/rapid/press-release_IP-15-5299_en.htm

Commission welcomes deal to improve consumer protection for insurance products

The European Commission has welcomed the agreement reached on 30 June about a proposal for a revised Directive on insurance sales, known as the Insurance Distribution Directive. These new rules will improve the way insurance products are sold and will bring real benefits to consumers and retail investors. The agreement on the legal text follows negotiations between the European Parliament, the Council and the Commission.

http://europa.eu/rapid/press-release_IP-15-5293_en.htm

Better Regulation Agenda: Enhancing transparency and scrutiny for better EU law-making

On 19 May, The European Commission adopts its Better Regulation Agenda. This comprehensive package of reforms covering the entire policy cycle will boost openness and transparency in the EU decision-making process, improve the quality of new laws through better impact assessments of draft legislation and amendments, and promote constant and consistent review of existing EU laws, so that EU policies achieve their objectives in the most effective and efficient way.

The Better Regulation Package will be directly implemented by the Commission in its own preparation and evaluation of legislation and through cooperation with the European Parliament and Council. To this end, the Commission will now enter negotiations with the Parliament and Council over a new Interinstitutional Agreement (IIA) on Better Law-making.

http://europa.eu/rapid/press-release_IP-15-4988_en.htm

DG MOBILITY AND TRANSPORT

Aviation: certifying third country operators to cut red tape and boost air safety

On 2 July, the Commission and the European Aviation Safety Agency (EASA) issued the first single air safety authorisations to 22 third country operators. These certifications will be valid throughout the EU. By 2016, all non-EU airlines wishing to fly to the EU will be required to hold such authorisation certifying their compliance with international safety standards.

http://europa.eu/rapid/press-release_IP-15-5298_en.htm

EUROPEAN AGENCIES

ACER (Agency For The Cooperation Of Energy Regulator)

The Agency calls on EU associations involved in the Electricity sector to express their interest to participate in the Market European Stakeholder Committee

On 29 June, the Agency, in close collaboration with ENTSO-E, launched a call for interest to all interested stakeholders to participate in the Market European Stakeholder Committee (the Market ESC). The Market ESC will be set up as the first out of three ESCs ensuring effective engagement of stakeholders in the Network Code Implementation process and will – from September onwards – build on the work of AESAG.

http://www.acer.europa.eu/Media/News/Pages/The-Agency-calls-on-EU-associations-involved-in-the-Electricity-sector-to-express-their-interest-to-participate-in-the-Mark.aspx

ACER recommends the adoption of the Network Code on Emergency and Restoration

ACER publishes on 29 June its opinion and recommendation on the Network Code on Emergency and Restoration. ACER acknowledges that the Network Code is in line with the Framework Guidelines on Electricity System Operation, and its objectives, and therefore it recommends its adoption by the European Commission.

http://www.acer.europa.eu/Media/News/Pages/ACER-recommends-the-adoption-of-the-Network-Code-on-Emergency-and-Restoration.aspx

ACER finds still existing contractual congestion in European Gas Networks

Contractual congestion, a situation where gas capacity demand exceeds the technical capacity, has been detected at about 15% of entry and exit sides at interconnection points (IPs) across the EU. The Agency's annual congestion report 's main outcome is reflected in a list specifying at which interconnection points the so-called Firm Day-Ahead Use-It-Or-Lose-It (FDA UIOLI) mechanism will have to be applied as a congestion management procedure (CMP) from July 2016

on, if congestion is still found in next year's report.

The report analyses transport, Congestion Management Procedures and capacity booking data from ENTSOG's Transparency Platform (TP) for the period 2014 until 2016, as well as 2014 auction data from the PRISMA capacity booking platform.

http://www.acer.europa.eu/Media/News/Pages/ACER-finds-still-existing-contractual-congestion-in-European-Gas-Networks.aspx

EBA (European Banking Authority)

EBA starts work to standardise fee terminology for payment accounts across the EU

The EBA published today its final draft Regulatory Technical Standards (RTS) setting out the general criteria against which valuers should be assessed to determine whether they comply with the legal requirement of independence for the purposes of performing valuation tasks under the Bank Recovery and Resolution Directive (BRRD). These RTS are part of the EBA's work to ensure the effectiveness of the resolution regime established by EU legislation.

See the Regulatory Technical Standards on Independent valuers here.

http://www.eba.europa.eu/regulation-and-policy/recovery-and-resolution/regulatory-technical-standards-on-independent-valuers

EBA, EIOPA and ESMA consult on the prudential assessment of acquisitions and increases of qualifying holdings

On 03 July, The three European Supervisory Authorities (ESAs) launched a public consultation on updated Guidelines for the prudential assessment of acquisitions of qualifying holdings. The Guidelines define common procedures based on the assessment criteria laid down in the EU legislative framework that establishes how acquisitions and increases of qualifying holdings by natural or legal persons in financial institutions should be assessed. The Guidelines aim to harmonise supervisory practices in the financial sector across the EU and to provide more clarity to proposed acquirers on how they should notify the competent supervisory authorities.

http://www.eba.europa.eu/-/eba-eiopa-and-esma-consult-on-the-prudential-assessment-of-acquisitions-and-increases-of-qualifying-holdings

EBA updates on consumer trends in 2015

On 18 June, the European Banking Authority (EBA) published its fourth annual Consumer Trends Report. **The report, which covers all the products that fall into the EBA's consumer protection mandate, such as mortgages, personal loans, deposits, payment accounts, payment services and electronic money**, highlights the trends the EBA has observed with these products in 2015 and the issues that may arise, or have arisen, for consumers buying them. It also provides early indications as to the areas in which the EBA may take action going forward. In addition, the report summarises all the measures the EBA has taken to address these issues.

See the EBA Consumer Trends Report 2015 here.

http://www.eba.europa.eu/-/eba-updates-on-consumer-trends-in-2015

EBA issues final guidelines and its opinion on mortgage creditworthiness assessments and arrears and foreclosure

On 01 June, The European Banking Authority (EBA) published its final Guidelines on creditworthiness assessment, as well as its final Guidelines on arrears and foreclosure. These Guidelines support the national implementation by Member States of the forthcoming Mortgage Credit Directive ('MCD'). **They will ensure that consumers are protected consistently across the European Union when interacting with creditors.** The Guidelines apply from 21 March 2016, the transposition date of the MCD. As a further support to the implementation of the MCD, the EBA also published today the Opinion on Good Practices for Mortgage Creditworthiness Assessments and Arrears and Foreclosure, including expected mortgage payment difficulties.

See the Final Guidelines on creditworthiness assessment here.

http://www.eba.europa.eu/-/eba-issues-final-guidelines-and-its-opinion-on-mortgage-creditworthiness-assessments-and-arrears-and-foreclosure

EBA outlines its upcoming initiatives for the regulation of retail payments

On 21 May, the EBA announced that it is getting ready to develop requirements that will harmonise regulatory and supervisory practices to ensure secure, easy and efficient payment services across the EU. The EBA will do so by fulfilling mandates under the upcoming revised Payments Services Directive (PSD2) and the Interchange Fee Regulation (IFR). It has also issued final Guidelines for the security of internet payments that are applicable from 1 August 2015.

http://www.eba.europa.eu/-/eba-outlines-its-upcoming-initiatives-for-the-regulation-of-retail-payments

ESMA (European Securities and Market Authority)

ESMA publishes the Final Report on draft technical standards on MiFID II and MiFIR

On 30 June, The European Securities and Markets Authority (ESMA) has its Final Report on MiFID II-MiFIR draft technical standards (RTSs) on authorisation, passporting, registration of third country firms and cooperation between competent authorities. This Final Report covers the majority of the draft RTS and ITS on investor protection topics which ESMA is expected to develop. The remaining draft technical standards ESMA is mandated to develop under MiFID II and MiFIR will be published by the end of 2015.

http://www.esma.europa.eu/news/ESMA-publishes-Final-Report-draft-technical-standards-MiFID-II-and-MiFIR?t=326&o=home

ESMA publishes response to Capital Markets Union Green Paper

On 21 May, the European Securities and Markets Authority (ESMA) has published its response to the European Commission's Green Paper on Building a Capital Markets Union.

See the ESMA response here.

http://www.esma.europa.eu/news/Press-Release-ESMA-publishes-response-Capital-Markets-Union-Green-Paper?t=326&o=home

Joint Committee of ESAs publishes its recommendations on securitisation

On 12 May, the Joint Committee of the three European Supervisory Authorities (ESAs) has published a report detailing its findings and recommendations regarding the disclosure requirements and obligations relating to due diligence, supervisory reporting and retention rules in existing EU law on Structured Finance Instruments (SFIs).

http://www.esma.europa.eu/news/Press-Release-Joint-Committee-ESAs-publishes-its-recommendations-securitisation

EUROPEAN PARLIAMENT

PLENARY SESSION

TTIP: what exactly is the ISDS mechanism for resolving investor disputes?

How to resolve disputes between foreign investors and states remains a thorny issue in the Transatlantic Trade and Investment Partnership (TTIP), currently being negotiated by the European Commission and the US. One of the mechanisms for arbitrating these disputes is known as Investor-State Dispute Settlement (ISDS), but what does it really mean and what is the concept behind it? Read on to find out the differences between ISDS and the other options available to protect investors.

http://www.europarl.europa.eu/news/en/news-room/content/20150605STO63242/html/TTIP-what-exactly-is-the-ISDS-mechanism-for-resolving-investor-disputes

MEPs propose blueprint for safer healthcare

Suggested ways to improve patient safety, including tackling growing resistance to human and veterinary antibiotics, using today's treatments more responsibly and promoting innovation, are set out in a resolution voted on 19 May. MEPs note that 8 - 12% of patients in EU hospitals suffer adverse events, such as healthcare-related infections, which are implicated in 37,000 deaths a year and place a heavy burden on limited health service budgets.

http://www.europarl.europa.eu/news/en/news-room/content/20150513IPR55317/html/MEPs-propose-blueprint-for-safer-healthcare

CIVIL LIBERTIES, JUSTICE AND HOME AFFAIRS

Data protection: first round of talks to start Wednesday

Three-way talks between Parliament, the Council and the Commission with a view to striking a final deal on the new EU data protection regulation will start on 24 June, after member states agreed their negotiating brief on 15 June. Immediately after the first round, at 14.00, Parliament's chief negotiators, justice ministers from the outgoing and incoming Council presidencies and the EU Justice Commissioner will give a joint press conference on the state of play of the talks and next steps.

http://www.europarl.europa.eu/news/en/news-room/content/20150622IPR69246/html/Data-protection-first-round-of-talks-to-start-Wednesday

ECONOMIC AND MONETARY AFFAIRS

Capital Markets Union: more investment across the EU and more funds for SMEs

The Capital Markets Union (CMU) should boost the efficient allocation of savings to fund businesses, protect cross-border investors and create a new channel to finance the real economy, said economic and monetary MEPs in a resolution on 16 June. They want CMU building blocks such as diverse investment choices, risk mitigation and clear investment information across the EU to be in place by 2018 to complement bank financing.

http://www.europarl.europa.eu/news/en/news-room/content/20150615IPR66479/html/Capital-Markets-Union-more-investment-across-the-EU-and-more-funds-for-SMEs

Updating payment service rules: MEPs do deal with the Council

EU rules on payment services would be updated to improve security, widen consumer choice and keep pace with innovation under an informal deal struck by Economic and Monetary Affairs Committee MEPs and the Latvian Presidency of the Council on 05 June. The updated rules aim to stimulate competition to provide payment services and foster innovative payment methods, especially for online payment services. They still need to be endorsed by Parliament as a whole and the Council.

http://www.europarl.europa.eu/news/en/news-room/content/20150505IPR50615/html/Updating-payment-service-rules-MEPs-do-deal-with-the-Council

European Commission's economic decision making needs to become more neutral, say MEPs

The European Commission's economic decision-making needs to become more neutral, MEPs said in an Economic and Monetary Affairs Committee debate with Commission Vice-President for the euro Valdis Dombrovskis and Economic and Financial affairs Commissioner Pierre Moscovici on 14 April. MEPs also voiced concern about the low implementation of the Commission's country-specific recommendations and asked what it would do about high current account surpluses in Germany and other exporting countries.

http://www.europarl.europa.eu/news/en/news-room/content/20150413IPR41658/html/Commission's-economic-decision-making-needs-to-become-more-neutral-say-MEPs

INTERNAL MARKET AND CONSUMER PROTECTION

Cheaper mobile calls and open internet: MEPs and ministers strike informal deal

An informal deal to ban surcharges ("roaming fees") for making mobile phone calls, sending text messages or using the internet while abroad in another EU country from 15 June 2017 was struck by MEPs and EU ministerson 30 June. MEPs also inserted guarantees that all internet traffic is treated equally, without discrimination. To enter into force, this informal deal needs to be formally endorsed by the full Parliament and the Council of Ministers.

(…)

Net neutrality
MEPs inserted wording to "safeguard equal and non-discriminatory treatment of traffic" on the internet. Internet providers would not be permitted to block or slow down internet speeds for certain services for commercial reasons. Internet traffic could be "managed" only to deal with temporary or exceptional congestion, protect against cyber-attacks or in response to a court order or a legal obligation. If such traffic management measures are needed, they would have to be "transparent, non-discriminatory and proportionate and may not be maintained longer than necessary.

An operator would nonetheless be able to offer specialized services (e.g. the improved internet quality needed for certain services), but only on condition that this does not have an impact on general internet quality.

Consumer information
At Parliament's request, the deal includes a provision to give consumers a right to better information about their contacts. Until 15 June 2017, consumers will continue to be informed by text message (SMS) of roaming tariffs when they go abroad and thereafter in the exceptional case of the "fair use" clause being triggered. As to internet quality, consumers will be informed, in clear language, about the minimum, normally available and maximum internet speeds they can expect when signing a contract. If the operator does not deliver the promised speeds, this would be deemed to be a breach of contract.

http://www.europarl.europa.eu/news/en/news-room/content/20150630IPR72111/html/Cheaper-mobile-calls-and-open-internet-MEPs-and-ministers-strike-informal-deal

Digital single market – committee chairs welcome proposal

The proposed Digital Single Market strategy is needed to build trust in the online world, boost growth and protect the rights of citizens, creators and companies. These were among the first reactions from the chairs of the three committees that will work intensively on 06 May's Commission proposal. This afternoon and tomorrow morning, the Commissioners responsible will visit Parliament to discuss the proposal with MEPs.

http://www.europarl.europa.eu/news/en/news-room/content/20150506IPR51201/html/Digital-single-market-–-committee-chairs-welcome-proposal

LEGAL AFFAIRS

EU copyright reform must balance rightholders' and users' interests, say MEPs

Forthcoming proposals to reform EU copyright law for the digital era and EU digital single market must protect Europe's cultural diversity and citizens' access to it, whilst striking a fair balance between the rights and interests of rightholders and users, say Legal Affairs Committee MEPs in a non-legislative resolution voted on 16 June.

http://www.europarl.europa.eu/news/en/news-room/content/20150615IPR66497/html/EU-copyright-reform-must-balance-rightholders'-and-users'-interests-say-MEPs

TRANSPORT AND TURISM

EP negotiators welcome informal deal on technical aspects of rail reform package

An informal deal to remove the technical obstacles that differing national standards and procedures place in the way of rail operators and rolling stock manufacturers was struck by MEPs and EU and the Latvian Presidency of the Council of Ministers on 18 June. This deal, on the "technical pillar" of the 4th railway package should cut the time and cost involved in certifying that operators, locomotives and carriages meet safety and technical standards.

http://www.europarl.europa.eu/news/en/news-room/content/20150618IPR67605/html/EP-negotiators-welcome-informal-deal-on-technical-aspects-of-rail-reform-package

OTHERS

Germanwings crash: how to improve aviation safety in the EU

The Germanwings disaster in the French Alps on 24 March raised important questions about air safety after investigators discovered the co-pilot has intentionally crashed the plane, killing 150 people. The transport committee discussed on 29 June how to prevent this from happening again with the European Commission and Patrick Ky, executive director of the European Aviation Safety Agency (EASA). **They also discussed the recommendations of an EASA task force dedicated to the crash**.

Recommmendations
MEPs questioned EASA's executive director on what the next steps would be. **Romanian EPP member Marian-Jean Marinescu asked how these recommendations could be made mandatory,** while Latvian ECR member Roberts Zīle wanted to know how we can ensure that these recommendations would not lead to other dangerous situations.

http://www.europarl.europa.eu/news/en/news-room/content/20150629STO71844/html/Germanwings-crash-how-to-improve-aviation-safety-in-the-EU

Albrecht on data protection reform: People will be better informed

Parliament and the Council are set to embark on informal talks to come up with a compromise on a reform of data protection rules. Although MEPs already adopted their position in March 2014, member states have only agreed an approach now. We (Press Release) talked to German Greens/EFA MEP Jan Philipp Albrecht, who will be leading negotiations on behalf of Parliament, **what the benefit of the new rules will be for consumers and companies and what issues still need to be resolved**.

http://www.europarl.europa.eu/news/en/news-room/content/20150616STO66729/html/Albrecht-on-data-protection-reform-People-will-be-better-informed

Talks on an Inter-institutional Agreement on Better Regulation to open soon

On 12 June, the Conference of Presidents (EP President and political group leaders) unanimously endorsed the intention of the President of the Parliament, Martin Schulz, to propose to Commission President Jean-Claude Juncker, Latvia's Prime Minister Laimdota Straujuma, for the current Council Presidency, and Luxembourg Prime Minister Xavier Bettel, for the incoming Presidency, that negotiations on the Inter-institutional Agreement on Better Regulation should start in the margins of the 25-26 June 2015 European Council.

http://www.europarl.europa.eu/news/en/news-room/content/20150612IPR65963/html/Talks-on-an-Inter-institutional-Agreement-on-Better-Regulation-to-open-soon

Package holidays: "Holidaymakers' rights will be strengthened significantly"

The internet has made it easier to book holidays online, however it has also added some difficulties. On 5 May the Parliament and the Council agreed a deal to update the current rules to give online buyers of such packages the same protection as those buying from traditional travel agents. We (Press Release) talked to German EPP member Birgit Collin-Langen, responsible for steering the new rules through Parliament, about the difference the legislation will make.

http://www.europarl.europa.eu/news/en/news-room/content/20150511STO54549/html/Package-holidays-Holidaymakers'-rights-will-be-strengthened-significantly

COUNCIL OF THE EUROPEAN UNION

Securities financing transactions: Council confirms agreement with EP on transparency rules

On 29 June, the Permanent
Representatives Committee endorsed, on behalf of the Council, an agreement on improving the transparency of securities lending and repurchase transactions.
The proposed regulation will enhance financial stability by ensuring that information on so-called securities financing transactions is efficiently reported to trade repositories and investors in collective investment undertakings. An agreement on the text was reached with the European Parliament on 17 June 2015.

http://www.consilium.europa.eu/en/press/press-releases/2015/06/29-securities-financing-transactions/

Q&A on the reform of the General Court

Why is a reform of the General Court needed?
Because the General Court is faced with a rapidly increasing caseload which prevents it from delivering judgements within a reasonable time. The number of new cases per year increased from less than 600 until 2010 to 912 in 2014, resulting in an unprecedented number of pending cases of 1393 at the end of March 2015.

(…)

What is the precise content of the reform the General Court?
The reform consists in an increase of the number of judges by 21 in two steps and the merger of the Civil Service Tribunal with the General Court. In 2015 the number of judges would be increased by 12. In 2016, **the seven posts of judges from the Civil Service Tribunal would be transferred to the General Court by a merger of the two courts**. In 2019, the number of judges would increase by nine, bringing the total number of judges to 56.

(…)

Could the problem of the increasing caseload not be addressed by creating specialized courts?
The creation of specialized courts would not constitute a viable alternative, for a number of reasons. Specialized courts are not flexible: if the number of cases increases substantially, the court is likely to be unable to cope with them. Specialized courts would also increase the risk of inconsistency of EU law since there would always be three courts that might be seized of similar issues: one by way of the preliminary ruling procedure (Court of Justice), one by way of an appeal (General Court) and one by way of direct actions (the specialised court).

http://www.consilium.europa.eu/en/press/press-releases/2015/06/23-questions-answers-general-court/

Data Protection: Council agrees on a general approach

On 15 June 2015, the Council reached a general approach on the general data protection regulation that establishes rules adapted to the digital era. The twin aims of this regulation are to enhance the level of personal data protection for individuals and to increase business opportunities in the Digital Single Market.

http://www.consilium.europa.eu/en/press/press-releases/2015/06/15-jha-data-protection/

Council conclusions on the transfer of the stewardship of the Internet Assigned Numbers Authority (IANA) functions to the multistakeholder community

Council adopted conclusions on Internet Governance on 27 November 2014. By those conclusions the Council welcomed the statement given on 14 March 2014 by the National Telecommunications and Information Administration (NTIA) of the United States of America, announcing its "Intent to Transition Key Internet Domain Name Functions" by September 2015. The Council also reaffirmed the necessity for a timely and well prepared transfer of the stewardship of the Internet Assigned Numbers Authority (IANA) function to the multistakeholder community in a way that does not expose this function to capture by narrow commercial or government interests.

Given the significance of the transition of the stewardship of the IANA, and of the related cross-community work on enhancing ICANN's (Internet Corporation for Assigned Names and Numbers) accountability, the Council has been following closely the aforementioned process.

The Council recognizes and welcomes the progress achieved to date based on the inputs of the relevant stakeholders, including governments, who have volunteered their time to contribute to the discussions within the tight deadlines. In this respect, the Council supports the open, multi-stakeholder process underway to address these complex issues and emphasises the need to ensure that the final proposal is properly developed.

http://www.consilium.europa.eu/en/press/press-releases/2015/06/12-council-conclusions-iana-functions-multistakeholder-community/

Electronic payment services: Council confirms agreement with EP on updated rules

The Permanent Representatives Committee on 4 June 2015 approved, on behalf of the Council, a compromise agreed with the European Parliament on a directive aimed at further developing an EU-wide market for electronic payments.

The directive incorporates and repeals an existing payment services directive (directive 2007/64/EC), which provided the legal basis for the creation of an EU-wide single market for payments.

http://www.consilium.europa.eu/en/press/press-releases/2015/06/04-electronic-payment-services-updated-rules/

Single-member private limited liability companies: Council agrees on general approach

On 28 May 2015, the Council agreed on a compromise text for a draft directive aimed at creating a new status for single-member private limited liability companies. The agreement is based on a compromise text tabled by the presidency. It constitutes the Council's general approach, which will serve as the basis for forthcoming negotiations with the European Parliament.

(…)

The draft directive aims to facilitate the cross-border activities of businesses, particularly SMEs, and the establishment of single-member companies as subsidiaries in other member states, by reducing the costs and administrative burdens involved in setting up these companies. This will enable businesses to enjoy the full benefits of the internal market.

To achieve this objective, the draft directive introduces a common framework governing the formation of single-member companies.

The main elements of the agreement include:

- Online registration;
- Minimum capital requirement of € 1;
- Transfer of seat to another member state.

http://www.consilium.europa.eu/en/press/press-releases/2015/05/28-29-compet-single-member-private-companies/

Travel packages: Council confirms political agreement

On 28 May 2015 the Council confirmed a political agreement on the reform of the Travel Package Directive.

The new directive will update current EU rules on package holidays by aiming to adapt to travel market developments in order to meet the needs of consumers and businesses in the digital era.

http://www.consilium.europa.eu/en/press/press-releases/2015/05/28-compet-travel-package/

Capping fees for card-based payments: Regulation adopted

The Council adopted on 20 April 2015 a regulation capping interchange fees for payments made with debit and credit cards.

The aim is to reduce costs for both retailers and consumer, and to help create an EU-wide payments market. The regulation will also help users make more informed choices about payment instruments.

http://www.consilium.europa.eu/en/press/press-releases/2015/04/20-capping-fees-card-based-payments/

EUROPEAN NETWORKS OF NATIONAL REGULATORY AUTHORITIES

BEREC (Body of European Regulators for Electronic Communication)

BEREC Vice-Chair L. Kozlowska on the importance of spectrum for the networks and services regulated by the NRAs in BEREC

On 15 June, the BEREC Vice-Chair, Lidia Kozlowska, on behalf of the BEREC Chair 2015 Professor Fatima Barros, participated in the 10th Annual European Spectrum Management Conference in Brussels, Belgium.

During her speech, the BEREC Vice-Chair emphasized the importance of spectrum for the networks and services regulated by the NRAs in BEREC. Efficient spectrum management is crucial for proper functioning of competition and the achievement of the goals set out in the Digital Agenda 2020. The Vice-Chair stressed that radio spectrum, though not a core competence of BEREC, remains an important part of its work and BEREC maintains close relations with relevant parties working on this subject matter, especially with the Radio Spectrum Policy Group. She outlined major trends in service usage and consumer expectations that need a relevant response. She briefly touched on the spectrum proposals announced in the Commission's Communication on a Digital Single Market Strategy for Europe and declared BEREC's willingness to engage in the forthcoming regulatory framework review process.

http://berec.europa.eu/eng/news_and_publications/whats_new/3159-berec-vice-chair-l-kozlowska-on-the-importance-of-spectrum-for-the-networks-and-services-regulated-by-the-nras-in-berec

BEREC welcomes the EC initiative on a Digital Single Market Strategy for Europe

BEREC welcomes the new initiative's overall goals of making the most of the growth potential of a barrier-free, seamlessly operational.

At the same time, BEREC also appreciates the recognition of the key role of the demand side in building a digital single market that the Commission considers from the perspective of consumers, businesses and public administrations respectively.

http://berec.europa.eu/eng/news_and_publications/whats_new/3034-berec-welcomes-the-ec-initiative-on-a-digital-single-market-strategy-for-europe

BEREC Opinion on Phase II investigation: Case NL/2015/1727 Wholesale local access provided at a fixed location in the Netherlands

BEREC adopted a BEREC Opinion on Phase II investigation pursuant to Article 7 of Directive 2002/21/EC as amended by Directive 2009/140/EC on 28 May 2015.

On 30 April 2015 the European Commission informed the Dutch National Regulatory Authority ACM and BEREC about its serious doubts considering that the draft measure concerning the

wholesale local access provided at a fixed location in the Netherlands.

Following its role and rules BREC adopted its opinion, stating that the expressed serious doubts by the European Commission are not justified.

http://berec.europa.eu/eng/document_register/subject_matter/berec/opinions/5049-berec-opinion-on-phase-ii-investigation-pursuant-to-article-7-of-directive-200221ec-as-amended-by-directive-2009140ec-case-nl20151727-wholesale-local-access-provided-at-a-fixed-location-in-the-netherlands

BEREC Opinion on Phase II investigation: Case FI/2015/1718 Wholesale voice call termination on individual mobile networks in Finland

On 27 February 2015, the European Commission registered a notification from the Finnish national regulatory authority, Viestintävirasto (FICORA), concerning the market for wholesale voice call termination on individual mobile networks in Finland, under case nr FI/2015/1718.

On 26 March 2015, pursuant to Article 7a of the Framework Directive (Directive 2002/21/EC), the European Commission informed FICORA and the Body of European Regulators for Electronic Communications (BEREC) of its reasons for considering that the draft measure would create a barrier to the internal market and communicated its serious doubts as to compatibility of the proposed measure with EU law.

In that respect, as required by Article 3(1)(a) of the BEREC Regulation (Regulation (EC) № 1211/2009) and in relation with Article 7a of the Framework Directive, on 7 May 2015 BEREC adopted the current opinion in relation to phase II investigation pursuant to Article 7a of Directive 2002/21/EC as amended by Directive 2009/140/EC: FI/2015/1718, "Wholesale voice call termination on individual mobile networks (market 2) in Finland".

http://www.berec.europa.eu/eng/document_register/subject_matter/berec/opinions/5000-berec-opinion-on-phase-ii-investigation-pursuant-to-article-7a-of-directive-200221ec-as-amended-by-directive-2009140ec-case-fi20151718-wholesale-voice-call-termination-on-individual-mobile-networks-in-finland-market-2

BEREC has adopted a BEREC Opinion on Phase II investigation: Case DE/2015/1713 Wholesale voice call termination on individual public telephone networks provided at a fixed location in Germany - remedies

BEREC adopted a BEREC Opinion on Phase II investigation pursuant to Article 7a of Directive 2002/21/EC as amended by Directive 2009/140/EC on 28 April.

On18 March 2015 the European Commission informed the German National Regulatory Authority BNetzA and BEREC about its serious doubts considering that a draft measure concerning call termination on individual public telephone networks provided at a fixed location in Germany would create a barrier to the internal market.

http://berec.europa.eu/eng/news_and_publications/whats_new/3019-berec-has-adopted-a-berec-opinion-on-phase-ii-investigation-de20151713

CEER (Council of European Energy Rregulators)

Energy regulators fear increased obligations on energy traders could make Energy Union unachievable

The Council of European Energy Regulators (CEER) has advised the European Comission of its concerns that proposals for the Delegsted Acts of a key financial market regulation (MIFID II) could make it more difficult to deliver the internal Enrgy Matket, a pillar of the recent Energy Union Communication.

http://www.ceer.eu/portal/page/portal/EER_HOME/EER_PUBLICATIONS/PRESS_RELEASES/2015/PR-15-05_MiFIDII%20Proposal_2015-04-20.pdf

ECN (European Competition Networks)

The French, Italian and Swedish Competition Authorities Accept the Commitments Offered by Booking.com

In their investigations of so-called "price parity" clauses (also called "best price" clauses) contained in agreements between online travel agencies (OTAs) and hotels, the French Competition Authority (FCA), the Italian Competition Authority (ICA) and the Swedish Competition Authority (SCA) coordinated their investigations and, on 21 April 2015, adopted parallel decisions accepting identical commitments from the market-leading OTA Booking.com and making them binding in their respective jurisdictions. The European Commission assisted the authorities in coordinating their work.

OTAs such as Booking.com operate internet platforms, on which consumers can search for, compare and book hotel rooms free of charge. Hotels only pay commission to the OTA for its services when a booking is made. **The price parity clauses** essentially require the hotels to offer the same or a better room price on Booking.com's platform as they offer on their other sales channels, including the hotel's own direct sales channels, be it online or offline. This means that Booking.com can raise its commission rate without the risk that hotels will translate this cost increase by offering higher room prices on Booking.com's platform than on competing OTA platforms. The price parity clause, combined with the fact that hotels generally tend to sign up with several competing platforms, implies that Booking.com has less incentive to compete with other OTAs by charging lower commission rates to hotels than would otherwise be the case.

In essence, the adopted commitments prevent Booking.com from requiring hotels to offer better or equal room prices via Booking.com than they do via competing OTAs. In addition, Booking.com cannot prevent hotels from offering discounted room prices provided that these are not marketed or made available to the general public online.

http://ec.europa.eu/competition/ecn/brief/

OTHERS

BEUC

BEUC Position paper: Building a consumer-centric Energy Union

BEUC, The European Consumer Organisation, welcomes the creation of the Energy Union and its intended focus on citizens. Energy markets are changing rapidly and consumers need guarantees they will benefit from this energy transition.

From a consumer perspective, additional measures going beyond complete transposition of existing legislation will be needed. BEUC therefore encourages the European Commission to come up with ambitious initiatives and legislative proposals ensuring secure energy supply,

better market functioning, more energy efficient devices, appropriate consumer rights and protections as well as fair and affordable prices. These measures should include inter alia the following elements:

- The internal energy market must be completed to allow consumers to reap the benefits of a truly competitive, consumer-friendly energy markets. While additional investments in the energy sector are needed, costs must be properly scrutinised to avoid an extra burden on consumers' bills.
- Energy markets need to be transparent, easily manageable and offer real choice allowing consumers to effectively exercise their rights and take sustainable decisions. Retail electricity prices must reflect the wholesale prices and price asymmetries should be prevented. Market must be inclusive, barriers need to be removed, consumers in vulnerable situations need to be protected and the new role of consumer to be clearly defined.
- The future electricity market should be designed in a way so that it stops free-riders and ensures a level playing-field. Greater transparency of energy costs and prices is necessary. Future policy measures should set clear outcomes for consumers that market players should strive to deliver and should also address roles and responsibilities of new market players, their relationship with and impact on consumers.
- Consumers' transition to becoming 'prosumers' (consumers acting as producers) should be supported by installing stable and adequate safeguards, including a remuneration scheme, access to the grid as well as simplified permission procedures. Consumers who cannot afford or are not willing to invest into self-generation technologies must neither be left behind nor be charged with inadequate costs.
- Energy efficiency policies should focus on the most long-term and cost-effective solutions. Adequate financial support schemes are needed to enable all European consumers to be more energy efficient. Further work on boosting efficiency and sustainability of the products and passenger cars is necessary too.
- Implementation of new technologies will require guarantees that this roll-out is cost efficient and based on user-friendly solutions. Consumers' flexibility in energy consumption must be properly rewarded. Greater co-ordination of policies guiding demand response and energy efficiency is needed.
- The Energy Union governance system should be transparent and based on robust monitoring processes leading to consumer-friendly energy markets. Roles and responsibilities of ACER should be updated and reinforced. Consumer representative bodies should be recognised as partners in policy development processes.

A detailed analysis of these elements can be found in the paper together with specific policy demands.

http://www.beuc.eu/publications/beuc-x-2015-068_mst_building_a_consumer-centric_energy_union.pdf

Simplifying the EU Energy Label: Restoring the successful and well-understood closed A to G scheme

Core conditions for ensuring an EU Energy Labelling scheme that is simple and clear for consumers as well as effective in transforming markets towards the most energy efficient appliances

http://www.beuc.eu/publications/beuc-x-2015-065_mal_energy_label_revision_position_paper_final.pdf

Review of the Transportation White Paper: BEUC response to the European Commission stakeholder consultation on the 2011 Transport White Paper

http://www.beuc.eu/publications/beuc-x-2015-055_cca_response_to_consultation_on_the_review_of_the_2011_transport_white_paper.pdf

Building a Capital Matkets Union – BEUC response to the Green Paper

http://www.beuc.eu/publications/beuc-x-2015-046_gve_green_paper_building_a_capital_markets_union.pdf

BEUC and digital industries in chorus of Digital Single Market concerns

BEUC has written to the European Commission over two major issues at stake in the May 6 Digital Single Market (DSM) plan.

Online consumer purchases and the "home option": BEUC and E-Commerce Europe outlined their concerns over inclusion in the DSM plans of making the trader's home country law the applicable law to cross-border consumer contracts for cross-border online purchases. This would divert from the current consumer safeguard of the Rome I regulation, while creating the risk of undermining consumer trust and a potential reduction of consumer rights.
Copyright: BEUC and Digital Europe outlined their views on the omissions on copyright levies and the issue of exceptions and limitations. All too often consumers are unsure of what is legal and what is illegal when dealing with content purchased online, while outdated levy payments systems need more transparency and to be gradually phased out.

http://www.beuc.eu/press-media/news-events/beuc-and-digital-industries-chorus-digital-single-market-concerns