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Top News

[Solving disputes online: ODR platform for consumers and traders](#)

[Report on the Activities of the European Judicial Network in Civil and Commercial Matters](#)

EUROPEAN COURT OF JUSTICE	5
Unfair Terms	5
Consumer Rights and Sales	12
Consumer Credit	13
Financial Service	14
Air Passenger Rights.....	16
Telecom.....	17
Postal Service	19
Energy Market	20
Tax Services	21
Legal Expenses Insurance.....	22
Equal Treatment.....	22
Unfair Commercial Practices, Comparative Advertising, Labelling	26
Defective Products	28
Competition Law.....	28
Judicial co-operation in civil matters	29
Jurisdiction to Interpret CEN Standards.....	31
Legal aid in Cross-border Disputes	32
EUROPEAN COMMISSION	33
DG CONNECT	33
European Commission requests the German regulator to set fixed termination rates based on the recommended methodology	33
European Commission halts Austrian proposal to charge different termination rates depending on where the call originates	33
Commission seeks views on neighbouring rights and panorama exception in EU copyright.....	33
DG COMPETITION	33
E-commerce sector inquiry finds geo-blocking is widespread throughout EU through contractual barriers.....	33

DG ENERGY	34
Upcoming reviews on EU energy efficiency rules	34
European Electricity Regulatory Forum (Florence Forum) to discuss market upgrades	34
Citizens' empowerment key to Energy Union: the London Forum	35
Commission launches plans to curb energy use in heating and cooling	35
New rules to boost gas supply security and solidarity	35
DG INTERNAL MARKET, INDUSTRY, ENTREPRENEURSHIP AND SMES	35
Simpler procedures, lower costs and more legal protection: EU trade mark reforms	35
Commission launches a public consultation on the European Pillar of Social Rights	36
Commission publishes report on unfair trading practices in the food supply chain	36
DG FINANCIAL STABILITY, FINANCIAL SERVICE AND CAPITAL MARKETS	36
European Commission adopts equivalence decision for Central Counterparties in USA.....	36
DG JUSTICE AND CONSUMERS	37
Commission launches public consultation on insolvency in the European Union ..	37
The European Commission sheds light on territorial restrictions in the online environment.....	37
Report on the activities of the European Judicial Network in civil and commercial matters	37
Commission goes ahead with 17 Member States to clarify the rules applicable to property regimes for Europe's international couples	38
Commission publishes study aimed at combatting consumer vulnerability	38
Solving disputes online: ODR platform for consumers and traders	38
EU Commission and United States agree on new framework for transatlantic data flows: EU-US Privacy Shield.....	38
Statement by Commissioner Věra Jourová on the signature of the Judicial Redress Act by President Obama in EU-US Data Protection Umbrella Agreement.....	39
EUROPEAN AGENCIES	39
ACER (Agency For The Cooperation Of Energy Regulator)	39
ACER and ENTSOG launch a joint platform to facilitate a smooth gas network code implementation.....	40
ACER publishes a report with main voluntary achievements towards the single EU energy market	40
EBA (European Banking Authority)	40
EBA consults on draft Guidelines on corrections to modified duration for debt instruments	40
EBA responds to the European Commission's Green Paper on Retail Financial Services	40
ESAs publish final draft technical standards on margin requirements for non- centrally cleared OTC derivatives	41
ESMA (European Securities and Market Authority)	41
Esma Publishes Ucits Remuneration Guidelines.....	41
Esma Consults on Future Market Abuse Regulation List of Information Regarding Commodity and Spot Markets.....	41
ESMA Consults on Implementation of The Benchmarks Regulation	42
ESMA resumes US CCP Recognition Process Following EU-US Agreement.....	42

EUROPEAN PARLIAMENT.....	42
PLENARY SESSION	42
MEPs back agreement among EU institutions to upgrade and clarify EU law-making	42
Stop geo-blocking and boost e-commerce and digital innovation, says Parliament.....	42
CIVIL LIBERTIES, JUSTICE AND HOME AFFAIRS.....	43
EU-US "Privacy Shield": MEPs to examine new deal on transatlantic data transfers	43
INDUSTRY, RESEARCH AND ENERGY	43
Supporting analyses: Reforming EU Telecoms Rules to create a Digital Union.....	43
INTERNAL MARKET AND CONSUMER PROTECTION	43
Customs infringements and sanctions	43
Draft Opinion: Unfair commercial trading practices in the food supply chain.....	44
Draft Opinion: Delivering a New Deal for Energy Consumers.....	44
Timetable: Unfair commercial trading practices in the food supply chain.....	44
Timetable: Delivering a New Deal for Energy Consumers.....	44
Timetable: Union legal framework for customs infringements and sanctions (2013/0432 (COD))	44
INTERNATIONAL TRADE.....	45
TiSA talks: open up new markets for EU firms but protect EU consumers and public services.....	45
LEGAL AFFAIRS.....	45
Trade secrets: EP/Council deal backed by Legal Affairs Committee.....	45
Supporting Analyses: The Evidentiary Effects of Authentic Acts in the Member States of the European Union, in the Context of Successions	45
Supporting Analyses: The New EU Proposal for Harmonised Rules for the Online Sales of Tangible Goods (COM (2015) 635): Conformity, Lack of Conformity and Remedies	46
Draft Report on the proposal for a Council Regulation on jurisdiction, applicable law and the recognition and enforcement of decisions regarding the property consequences of registered partnerships	46
Draft Report on the draft regulation of the European Parliament and of the Council on the transfer to the General Court of the European Union of jurisdiction at first instance in disputes between the Union and its servants	46
Timetable: Transfer to the General Court of the EU of jurisdiction at first instance in disputes between the Union and its servants	46
OTHERS	46
Trade secrets: protecting creation and innovation in Europe	46
COUNCIL OF THE EUROPEAN UNION.....	47
Better law-making agreement adopted by the Council.....	47
Corporate tax avoidance: Council agrees its stance on the exchange of tax-related information on multinationals.....	47
Council Conclusions on "The Single Market Strategy for services and goods"	48
European Court of Auditor's Special Report No 16/2015 "Improving the security of energy supply by developing the internal energy market: more efforts needed" - Adoption of Council conclusions.....	48
EUROPEAN NETWORKS OF NATIONAL AUTHORITIES	48
BEREC (Body of European Regulators for Electronic Communication).....	48
BEREC has adopted its opinion on the phase II investigation (DE/2015/1816)	48
BEREC chair presents BEREC Opinion on the Review of Telecoms Framework.....	48



European Research Council



BEREC has started its work to develop European Net Neutrality Guidelines	49
CEER (Council of European Energy Rregulators)	49
CEER calls for competitive markets with active consumers to deliver the “New Deal” for Europe’s energy consumers	49
CEER Response to European Commission Public Consultation on the Review of Directive 2012/27/EU on Energy Efficiency	49
CEER Status Status Review on the Implementation of DSO and TSO’s Unbundling Provisions of the 3rd Energy Package	49
ECN (European Competition Network)	50
HCC Accepts Commitments Proposed by the Public Power Corporation with regard to the Supply of Electricity to Aluminium of Greece S.A.	50
PGNiG, Poland’s leading gas supplier, fined for failing to fully comply with a commitment decision	51
OTHERS	51
BEUC (The European Consumer Organization)	51
European Parliament calls for TiSA agreement that protects and benefits consumers	51
Green Paper on Retail Financial Services Beuc response to the Commission consultation	51
BEUC Response: Discussion Paper on Automation In Financial Advice	52
BEUC Responose: Public Consultation on Geo-Blocking and Other Geographically-Based Restrictions When Shopping and Accessing Information In The EU	52
BEUC Response to the Commission’s Call for Evidence: EU Regulatory Framework for Financial Services	52
Trustworthy ‘Green Electricity’ Tariffs: Policy Recommendations for More Transparency, Better Choice and Environmental Benefits	52

EUROPEAN COURT OF JUSTICE

Case-law in private law matters from 1 January 2016 – 15 April 2016

Unfair Terms

Judgements and Opinions

	Case-number	Parties	Outcomes
CONCLUSIONS DE L'AVOCAT GÉNÉRAL M. MACIEJ SZPUNAR présentées le 2 février 2016	Case C-421/14	Banco Primus SA contre Jesús Gutiérrez García	<p>Au vu de l'ensemble des considérations qui précèdent, je propose à la Cour de répondre aux questions préjudicielles posées par le Juzgado de Primera Instancia n° 2 de Santander (tribunal de première instance n° 2 de Santander) comme suit:</p> <p>1) La protection qu'assurent aux consommateurs 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, implique que l'existence d'un premier contrôle d'office portant sur une ou plusieurs clauses contractuelles ne saurait limiter l'obligation du juge national d'examiner d'office le caractère abusif des autres clauses du contrat à un stade ultérieur de la procédure.</p> <p>2) Dans le cadre de l'examen du caractère éventuellement abusif d'une clause relative à l'échéance anticipée, telle que celle stipulée dans le contrat en cause au principal, il appartient au juge national de vérifier, premièrement, si le recours à cette clause dépend de l'inexécution par le consommateur d'une obligation essentielle du contrat, deuxièmement, si cette inexécution est suffisamment grave par rapport à la durée et au montant du prêt, troisièmement, si ladite inexécution déroge aux règles nationales supplétives applicables en la matière et, quatrièmement, si le droit national prévoit des moyens adéquats et efficaces permettant aux consommateurs de remédier aux effets d'une telle clause.</p> <p>3) L'article 4 de la directive 93/13 doit être interprété en ce sens qu'il appartient au juge national, lors de l'examen des clauses contractuelles, de prendre en considération le rapport qualité-prix de la fourniture ou de la prestation ressortant de l'ensemble du contrat de prêt, les limites de prix imposées par la législation nationale, les circonstances futures facilement prévisibles et celles déjà présentes mais uniquement connues de l'une des parties au moment de la conclusion du contrat ainsi que les circonstances ultérieures à cette conclusion, pourvu que le renvoi à de telles circonstances futures résulte de l'examen de la législation nationale au moment de la conclusion du contrat.</p> <p>4) La directive 93/13 doit être interprétée en ce sens que:</p> <ul style="list-style-type: none"> - d'une part, elle ne s'oppose pas à une disposition nationale relative à l'échéance anticipée dans le cadre d'un contrat de prêt hypothécaire, telle que celle en cause au

			<p>principal, dès lors que, premièrement, cette disposition n'a un caractère ni impératif ni supplétif, deuxièmement, que son application dépend uniquement d'un accord entre les parties, troisièmement, qu'elle ne préjuge pas de l'appréciation, par le juge national saisi d'une procédure de saisie hypothécaire de ce contrat, du caractère abusif de la clause relative à l'échéance anticipée et, quatrièmement, qu'elle ne fait pas obstacle à ce que ce juge écarte ladite clause s'il devait conclure à son caractère abusif, au sens de l'article 3, paragraphe 1, de cette directive, et</p> <ul style="list-style-type: none"> – d'autre part, cette même disposition ne fait pas obstacle à l'obligation pour le juge national de déclarer une clause nulle et non-avenue, après en avoir constaté le caractère abusif, même lorsque le prêteur a, en pratique, respecté les conditions prévues par une disposition nationale.
<p>ORDONNANCE DE LA COUR (dixième chambre) 17 mars 2016</p>	<p>Case C-613/15</p>	<p>Ibercaja Banco SAU v José Cortés González</p>	<p>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 que:</p> <ul style="list-style-type: none"> – ses articles 3, paragraphe 1, et 4, paragraphe 1, ne permettent pas que le droit d'un État membre restreigne le pouvoir d'appréciation du juge national quant à la constatation du caractère abusif des clauses d'un contrat de crédit hypothécaire conclu entre un consommateur et un professionnel, et – ses articles 6, paragraphe 1, et 7, paragraphe 1, exigent que le droit national ne fasse pas obstacle à ce que le juge écarte une telle clause s'il devait conclure au caractère «abusif» de celle-ci, au sens de l'article 3, paragraphe 1, de ladite directive.
<p>JUDGMENT OF THE COUR (First Chamber) 14 April 2016</p>	<p>Joined Cases C-381/14 and C-385/14</p>	<p>Jorge Sales Sinués v Caixabank SA (C-381/14), and Youssef Drame Ba v Catalunya Caixa SA (Catalunya Banc SA) (C-385/14)</p>	<p>Article 7 of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts must be interpreted as precluding a provision of national law, such as that at issue in the main proceedings, which requires a court, before which an individual action has been brought by a consumer seeking a declaration that a contractual term binding him to a seller or supplier is unfair, automatically to suspend such an action pending a final judgment concerning an ongoing collective action brought by a consumer association on the basis of Article 7(2) of Directive 93/13 seeking to prevent the continued use, in contracts of the same type, of terms similar to those at issue in that individual action, without the relevance of such a suspension from the point of view of the protection of the consumer who brought the individual action before the court being able to be taken into consideration and without that consumer being able to decide to dissociate himself from the collective action.</p>
<p>CONCLUSIONS DE L'AVOCAT GÉNÉRAL M. NILS WAHL présentées le 14 avril 2016</p>	<p>Case C-168/15</p>	<p>Milena Tomášová contre Ministerstvo spravodlivosti SR, Pohotovost' s. r. o.</p>	<p>Il est proposé de répondre aux questions posées par l'Okresný súd Prešov (tribunal de district de Prešov, Slovaquie) de la manière suivante,:</p> <p>1) Un État membre ne peut être tenu pour responsable du fait de l'omission d'une juridiction nationale, intervenant dans le cadre d'une procédure d'exécution forcée fondée sur une sentence arbitrale, d'avoir écarté une clause contractuelle</p>

			<p>jugée abusive en vertu de la directive 93/13/CEE du Conseil, du 5 avril 1993, concernant les clauses abusives dans les contrats conclus avec les consommateurs, alors même que la partie débitrice dans la procédure en cause n'a pas fait usage de toutes les voies de recours ordinaires mises à sa disposition du fait du droit national applicable.</p> <p>2) Pour être qualifiée de violation suffisamment caractérisée de nature à engager la responsabilité de l'État, l'omission, par le juge statuant en dernier ressort dans le cadre d'une procédure d'exécution forcée, d'apprécier le caractère abusif d'une clause contractuelle en vertu de la directive 93/13, doit tenir compte de l'ensemble des éléments de fait et de droit qui ont été portés à sa connaissance à la date à laquelle il statue. Une telle violation du droit de l'Union ne saurait être considérée comme suffisamment caractérisée lorsque l'omission du juge national d'apprécier le caractère abusif d'une clause contenue dans un contrat liant un professionnel à un consommateur revêt un caractère excusable. En revanche, une telle omission peut être qualifiée de violation suffisamment caractérisée, lorsque, en dépit des informations qui ont été portées à sa connaissance, que ce soit par le consommateur lui-même ou par d'autres moyens, la juridiction appelée à statuer en dernière instance, a omis de soulever d'office le caractère abusif d'une clause contractuelle contenue dans un tel contrat.</p> <p>3) Il appartient à l'ordre juridique interne de chaque État membre, sous réserve du respect des principes d'équivalence et d'effectivité, de fixer les critères permettant de constater et d'évaluer le préjudice éventuellement causé par une violation du droit de l'Union.</p>
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Pending Cases

	Case-number	Parties	Questions
Request for a preliminary ruling from the Judecătoria Satu Mare (Romania) lodged on 12 October 2015	Case C-534/15	Pavel Dumitraș, Mioara Dumitraș v BRD Groupe Société Générale — sucursala Satu Mare	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 for the purposes of its business, where those natural persons have no connection with the activities of the commercial company and have acted for purposes unconnected with their trade, business or profession, in the light of the fact that, initially, the applicants were natural persons acting as guarantors of the principal debtor — a legal person of which one of the applicants was director — in connection with a loan agreement concluded with the defendant creditor, but subsequently the agreement in question was amended and the original debtor, of which the applicant referred to above was director, entered into a novation of the loan, with the agreement of the defendant creditor, with another legal

			<p>person, neither of the applicants holding the position of director of that legal person but having undertaken, as sureties, for the benefit of the new debtor (a legal person), the obligation under the novation vis-à-vis the new debtor?</p> <p>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 unconnected with their trade, business or profession also fall within the ambit of that directive, in the light of the fact that, initially, the applicants were natural persons acting as guarantors of the principal debtor — a legal person of which one of the applicants was director — in connection with a loan agreement concluded with the defendant creditor, but subsequently the agreement in question was amended and the original debtor, of which the applicant referred to above was director, entered into a novation of the loan, with the agreement of the defendant creditor, with another legal person, neither of the applicants holding the position of director of that legal person but having undertaken, as sureties, for the benefit of the new debtor (a legal person), the obligation under the novation vis-à-vis the new debtor?</p>
Request for a preliminary ruling from the Audiencia Provincial de Cantabria (Spain) lodged on 27 October 2015	Case C-554/15	Lucas Jerónimo García Almodovar and Catalina Molina Moreno v Banco de Caja España de Inversiones, Salamanca y Soria, S.A.U.	<p>Is the limiting of the retroactive effects of the nullity, on grounds of unfairness, of a 'floor clause' inserted in a consumer contract compatible with the principle that unfair terms are not to be binding on the consumer and with Articles 6 and 7 of Council Directive 93/13/EEC¹ of 5 April 1993 on unfair terms in consumer contracts?</p> <p>Is the maintaining of the effects produced by a 'floor clause' declared void because unfair, inserted in a consumer contract, compatible with Articles 6 and 7 of Directive [93/13]?</p> <p>Is the limitation of the retroactive effects of the nullity on grounds of unfairness of a 'floor clause' inserted in a consumer contract because of a finding that there is a risk of serious difficulties with implications for the economic public order and because of good faith compatible with Articles 6 and 7 of Directive [93/13]?</p> <p>If the reply to the previous question is in the affirmative, when the consumer against whom enforcement is sought lodges an objection to mortgage enforcement proceedings on the grounds of the unfairness of a contractual term inserted in the consumer contract which forms the basis of the enforcement proceedings or which determined the amount payable, is it compatible with Articles 6 and 7 of Directive [93/13] for it to be assumed that there is a risk of</p>

			<p>serious difficulties for the economic public order, or must that risk be assessed and evaluated in the light of the specific economic data from which it is inferred that granting retroactive effects to a ruling that an unfair term is null and void has macro-economic consequences?</p> <p>In turn, when the consumer against whom enforcement is sought lodges an objection to mortgage enforcement proceedings on the grounds of the unfairness of a contractual term inserted in the consumer contract which forms the basis of the enforcement proceedings or which determined the amount payable, is it compatible with Articles 6 and 7 of Directive [93/13] for the risk of serious difficulties for the economic public order to be assessed in the light of the economic effects that might be engendered by the potential bringing of an individual action or lodging of an objection to enforcement by a large number of consumers on the grounds that the clause is unfair, or, on the contrary, must that risk to be assessed in the light of the financial effect on the economy of the specific objection to enforcement brought by the consumer against whom enforcement is sought?</p> <p>If the reply to the third question is in the affirmative, is abstract evaluation of the conduct of any seller or supplier for the purposes of assessing good faith compatible with Articles 6 and 7 of Directive [93/13]?</p> <p>Or, on the contrary, on construing Article 6 of Directive [93/13], must that good faith be examined and evaluated in every specific case, in the light of the specific conduct of the seller or supplier when concluding the contract and inserting the unfair term in the contract?</p>
Request for a preliminary ruling from the Juzgado de Primera Instancia No 1 de Jerez de la Frontera (Spain) lodged on 16 November 2015	Case C-598/15	Banco Santander, S.A. v Cristobalina Sánchez López	<p>Is it contrary to the abovementioned provisions and the objectives of the Directive ¹ for legislation such as the Spanish legislation to establish a procedure like that of Article 250.1.7 of the Law of Civil Procedure, requiring the national court to give a ruling ordering the dwelling subject to enforcement to be handed over to the person who acquired it in extrajudicial enforcement proceedings, in which, under the current regime contained in Article 129 of the Law on Mortgages in the version contained in Law 1/2000 of 8 January and Articles 234 to 236-0 of the Mortgage Rules, in the wording of Royal Decree 290/1992, there could be no review <i>ex officio</i> of unfair terms and the debtor could not raise an effective objection on those grounds, either in the extrajudicial enforcement procedure or in separate legal proceedings?</p> <p>Is it contrary to the abovementioned provisions and the objectives of the Directive for legislation, such as the Fifth Transitional Provision of Law 1/2013, to allow the notary to suspend extrajudicial enforcement proceedings already commenced when Law 1/2013 came into force only if the consumer establishes that he has lodged a claim concerning</p>

			<p>the unfairness of a clause in the mortgage loan agreement on which the extrajudicial sale is based, or which determines the amount payable on enforcement, provided that the separate claim has been lodged by the consumer within a period of one month from publication of Law 1/2013, without the consumer having been notified in person of that period, and in any case before the notary has made the award?</p> <p>Are the abovementioned provisions of the Directive, the objective it pursues and the obligation it imposes on national courts to examine of their own motion the unfairness of unfair terms in consumer contracts without the consumer having to request it to be interpreted as allowing the national court, in proceedings such as that established in Article 250. 1.7 of the Law of Civil Procedure or in the 'extrajudicial sale' procedure governed by Article 129 of the Law on Mortgages, to disapply national law when the latter it does not permit that judicial review of the court's own motion, in view of the clarity of the provisions of the Directive and of the affirmations of the CJEU concerning the obligation of national courts to review of their own motion the existence of unfair terms in cases relating to consumer contracts?</p> <p>Is it contrary to the abovementioned provisions and the objectives of the Directive for national legislation, such as Article 129 of the Law on Mortgages, in the wording of Law 1/2013, merely to confer on a notary, as sole effective remedy for protecting the consumer rights enshrined in the Directive, and in respect of extrajudicial enforcement procedures with consumers, the power to warn of the existence of unfair terms; or to give the consumer against whom extrajudicial enforcement is sought an opportunity of lodging a claim in separate legal proceedings before the notary has awarded the property subject to enforcement?</p> <p>Is it contrary to the abovementioned provisions and the objectives of the Directive for national legislation, such as Article 129 of the Law on Mortgages, in the wording provided by Law 1/2013, and Articles 234 to 236 of the Mortgage Rules in the wording given in Royal Decree 290/1992, to establish an extrajudicial procedure for the enforcement of mortgage loan agreements concluded with consumers by sellers or suppliers in which there is no opportunity whatsoever for review <i>ex officio</i> of unfair terms?</p>
Request for a preliminary ruling from the Audiencia Provincial de A Coruña (Spain) lodged on 4 January 2016	Case C-1/16	Abanca Corporación Bancaria, S.A. v María Isabel Vázquez Rosende	<p>Can Articles 6 and 7 of Council Directive 93/13/EEC of 5 April 1993 ¹ on unfair terms in consumer contracts be interpreted as meaning that the restitutory effects of a declaration, on grounds of unfairness, of the nullity of a 'floor clause' in a loan agreement do not apply retroactively as far back as the date of conclusion of the agreement but only to a later date?</p> <p>Is the criterion that those concerned must act in good faith,</p>

			<p>which operates as a basis for limiting the retroactive effect deriving from a declaration of nullity of an unfair term, an autonomous concept of EU law that must be interpreted uniformly throughout the Member States?</p> <p>If the answer to that question is in the affirmative, what circumstances must be taken into account in order for it to be determined whether those concerned acted in good faith?</p> <p>At all events, is it compatible with Articles 6 and 7 of Council Directive 93/13/EEC of 5 April 2013 to interpret the concept of the good faith of those concerned as meaning that there may be good faith in the actions of a seller or supplier who, in creating the agreement, has been the cause of the want of transparency making the term unfair?</p> <p>Is it compatible with Articles 6 and 7 of Directive 93/13/EEC of 5 April 2013 to interpret the concept of the good faith of those concerned as meaning that the good faith of the seller or supplier may be assessed <i>in abstracto</i> or, on the contrary, must it be assessed in the light of the conduct of the seller or supplier in the circumstances of the particular contract?</p> <p>Is the risk of serious difficulties, which operates as a basis for limiting the retroactive effect [of declaring void] an unfair term, an autonomous concept of EU law that must be interpreted uniformly throughout the Member States?</p> <p>If so, what criteria must be taken into account?</p> <p>At all events, is it compatible with Articles 6 and 7 of Council Directive 93/13/EEC of 5 April 2013 for the risk of serious difficulties to be assessed by taking account solely of the risk which may arise for the seller or supplier, or must account also be taken of the loss caused to a consumer by the failure to reimburse in full the sums paid under the ‘floor clause’?</p> <p>In accordance with Articles 6 and 7 of Council Directive 93/13/EEC of 5 April 2013, in an individual action brought by a consumer must the risk of serious difficulties with implications for the economic public order be assessed having regard solely to the financial effects of that specific action, or having regard to the financial effects of the potential bringing of individual actions by a large number of consumers?</p>
Request for a preliminary ruling from the Juzgado de Primera Instancia No 11 de Vigo (Spain) lodged on 6 January 2016	Case C-7/16	Banco Popular Español, S.A. and PL Salvador, S.A.R.L. v María Rita Giráldez Villar and Modesto Martínez Baz	Must Council Directive 93/13/EEC ¹ of 5 April 1993 on unfair terms in consumer contracts be interpreted, in the light of Articles 38 and 47 of the Charter of Fundamental Rights of the European Union, ² as precluding judicial interpretation of a legislative provision of a Member State, like Article 1535 of the Spanish Civil Code, which limits its application to the declaratory stage of proceedings until such time as judgment is given, thereby precluding its application during the enforcement stage once judgment has been given or the period for contesting the claim for

			<p>payment has expired, when full payment of the debt has not been made to the creditor in the meantime?</p> <p>Do the provisions of EU law cited in the first question preclude a provision of national law, like Article 1535 of the Spanish Civil Code, which permits the assignment to a third party of a disputed debt contracted between an economic operator, on the one hand, and a consumer, on the other, without requiring authentic notification to the consumer of the very fact of the assignment, the instrument of assignment or its <i>raison d'être</i>, and without its being necessary to indicate, and substantiate by documentary evidence (in any case), the true price for which the debt was acquired, with a statement of the reduction or discount given?</p> <p>Must the judgment of the Court of Justice of the European Union of 9 March 1978 in Case [106/77] <i>Simmenthal</i>³ be interpreted as meaning that, in order to attain the objective of Directive 93/13/EEC, cited in the first question referred, in the light of Articles 38 and 47 of the Charter of Fundamental Rights of the European Union, a national court must not apply a provision of national law, like Article 1535 of the Spanish Civil Code, which precludes the exercise of the right to extinguish disputed debts in the same proceedings as those for enforcement of the debt assigned, thereby imposing on the consumer the burden of commencing fresh declaratory proceedings, within the limitation period of nine days from notification of the assignment, together with the costs which that entails (lawyer, court agent, legal fees, determination of the court having jurisdiction when the assignee is not domiciled in Spain ...), against the new holder of the debt assigned in order to extinguish that debt?</p>
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Consumer Rights and Sales

Judgments and Opinions

	Case-number	Parties	Outcome
CONCLUSIONS DE L'AVOCAT GÉNÉRAL M. Henrik Saugmandsgaard Øe présentées le 7 avril 2016	Case C-149/15	Sabrina Wathelet Contre Garage Bietheres & Fils SPRL	<p>Eu égard à ce qui précède, je propose à la Cour de répondre comme suit à la question préjudicielle posée par la cour d'appel de Liège:</p> <p>L'article 1^{er}, paragraphe 2, sous c), de la directive 1999/44/CE du Parlement européen et du Conseil, du 25 mai 1999, sur certains aspects de la vente et des garanties des biens de consommation, doit être interprété en ce sens qu'il inclut le professionnel agissant au nom et pour le compte d'un particulier, qu'il soit ou non rémunéré pour son intervention, dans la mesure où l'intermédiaire, en se présentant au consommateur, donne l'impression d'agir à titre de vendeur.</p>

Pending Cases

	Case-number	Parties	Outcome
Request for a preliminary ruling from the Landgericht Stuttgart (Germany) lodged on 5 November 2015	Case C-568/15	Zentrale zur Bekämpfung unlauteren Wettbewerbs Frankfurt am Main e.V. v comtech GmbH	<p>Is the first paragraph of Article 21 of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights ¹ to be interpreted as meaning that, where a trader operates a telephone line for the purpose of consumers contacting the trader by telephone in relation to contracts concluded with the trader, a consumer contacting the trader by telephone must not incur higher charges than those that the consumer would incur for calling a standard (geographic) fixed or mobile number?</p> <p>Does the first paragraph of Article 21 of Directive 2011/83/EU preclude national legislation according to which, where a trader operates a shared-cost service on an 0180 number for the purpose of consumers contacting the trader by telephone in relation to contracts concluded with the trader, a consumer must pay that which the telecommunications service provider charges the consumer for the use of that telecommunications service, even where those charges exceed those which the consumer would incur for calling a standard (geographic) fixed or mobile number?</p> <p>Does the first paragraph of Article 21 of Directive 2011/83/EU not preclude such national legislation where the telecommunications service provider does not pass on to the trader part of the charges that he receives from the consumer for contacting the trader on the 0180 number?</p>

Consumer Credit

Pending Cases

	Case-number	Parties	Outcome
Request for a preliminary ruling from the Prekršajni Sud u Bjelovaru (Croatia) lodged on 25 September 2015	Case C-511/15	Renata Horžić v Privredna banka Zagreb, Božo Prka	<p>May the retrospective application of the law [on consumer credit] be interpreted and determined exclusively in accordance with the provisions of that law, and is such an application of the law [on consumer credit] consistent with EU law, in particular Article 30 of Directive 2008/48/EC of the European Parliament and the Council of 23 April 2008, ¹ the first paragraph of which expressly states that that directive does not apply to credit agreements concluded before the entry into force of national legislation that transposed the directive into national law?</p> <p>May the criminal provision of Article 26(1)(28) of the Croatian law on consumer credit, in the context described above, be interpreted consistently with Article 23 of the directive and in the light of the transitory provisions in Article 30 thereof, as meaning that the penalties laid down for</p>

			breach of a national provision adopted on the basis of the directive in question may not be applied to breaches that may be found in respect of credit agreements ongoing at the date of the implementation of the national implementing measures?
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Financial Service

Pending cases

	Case-number	Parties	Questions
Request for a preliminary ruling from the College van Beroep voor het Bedrijfsleven (Netherlands) lodged on 7 December 2015	Case C-658/15	Robeco Hollands Bezit NV and Others v Stichting Autoriteit Financiële Markten (AFM)	Must a system in which multiple fund agents and brokers participate who, within that system, represent respectively 'open end' investment funds and investors in commercial transactions, and which, in fact, facilitates exclusively those 'open end' investment funds in their obligation to execute the purchase and selling orders for shares placed by investors, be regarded as a regulated market within the meaning of Article 4(1).14 of the MiFID ¹ and, if so, what characteristics are determinant in that regard?
Request for a preliminary ruling from the Bundesgerichtshof (Germany) lodged on 16 December 2015	Case C-678/15	Mohammad Zadeh Khorassani v Kathrin Pflanz	Is the reception and transmission of an order which relates to a portfolio management (Article 4(1)(9) of the MiFID) an investment service within the meaning of the first sentence of Article 4(1)(2) ¹ in conjunction with point 1 of Section A of Annex I to the MiFID?
Request for a preliminary ruling from the Lietuvos Aukščiausiasis Teismas (Lithuania) lodged on 21 December 2015	Case C-688/15	Agnieška Anisimovienė and Others	<p>Is the Deposit Directive ¹ to be interpreted as meaning that funds debited with the persons' consent or transferred or paid by those persons themselves into an account opened in the name of a credit institution held at another credit institution may be regarded as a deposit under that directive?</p> <p>Are Articles 7(1) and 8(3) of the Deposit Directive, taken together, to be understood as meaning that a deposit insurance payment up to the amount specified in Article 7(1) must be made to every person whose claim can be established before the date on which the determination or ruling referred to in Article 1(3)(i) and (ii) of the Deposit Directive is adopted?</p> <p>For the purposes of the Deposit Directive, is the definition of a 'normal banking transaction' relevant for the interpretation of the concept of a deposit as a credit balance deriving from banking transactions? Is that definition also to be taken into account when interpreting the concept of a deposit in national legal measures which have implemented the Deposit Directive?</p> <p>If the third question is answered in the affirmative, how is the concept of a normal banking transaction used in Article 1(1) of the Deposit Directive to be understood and interpreted:</p>

			<p>(a) what banking transactions should be regarded as normal or what criteria should be the basis for determining whether a specific banking transaction is a normal one?</p> <p>(b) is the concept of a normal banking transaction to be assessed having regard to the objective of the banking transactions performed or to the parties between whom such banking transactions are carried out?</p> <p>(c) is the concept, used in the Deposit Directive, of a deposit as a credit balance deriving from normal banking transactions to be interpreted as covering only cases where all the transactions resulting in the creation of such a balance are regarded as normal?</p> <p>Where funds fall outside the definition of a deposit under the Deposit Directive but the Member State has chosen to implement the Deposit Directive and the Investor Directive ² in national law in such a way that funds to which the depositor has claims arising from a credit institution's obligation to provide investment services are also regarded as a deposit, can the cover for deposits be applied only after it has been determined that in a specific case the credit institution acted as an investment firm and funds were transferred to it to carry out investment business/activities, within the meaning of the Investor Directive and MiFID? ³</p>
Request for a preliminary ruling from the Bundesverwaltungsgericht (Germany) lodged on 11 January 2016	Case C-15/16	Bundesanstalt für Finanzdienstleistungsaufsicht v Ewald Baumeister	<p>a) Is all business information communicated to the supervisory authority by the supervised entity covered by the term 'confidential information' within the meaning of the second sentence of Article 54(1) of Directive 2004/39/EC ¹ 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 (OJ 2004 L 145, p. 1; 'Directive 2004/39/EC'), and therefore the obligation of professional secrecy in accordance with the first sentence of Article 54(1) of Directive 2004/39/EC, independently of any further conditions?</p> <p>b) Does 'prudential secrecy', as a component of professional secrecy within the meaning of the first sentence of Article 54(1) of Directive 2004/39/EC, independently of any further conditions, cover all statements by the supervisory authority contained in the files, including its correspondence with other entities?</p> <p>If questions a) or b) are answered in the negative:</p> <p>c) Must the provision on professional secrecy in Article 54(1) of Directive 2004/39/EC be interpreted as meaning that, as regards classification of information as confidential,</p> <p>aa) the relevant factor is whether the information is by its</p>

			<p>nature covered by the obligation of professional secrecy or access to the information could actually and specifically undermine the interest served by confidentiality, or</p> <p>bb) account must be taken of other circumstances under which the information is covered by the obligation of professional secrecy, or</p> <p>cc) in respect of business information of the supervised institution held in its files and related documentation of its own, the supervisory authority may rely on a rebuttable presumption that this information concerns business or prudential secrets?</p> <p>Must the term 'confidential information' within the meaning of the second sentence of Article 54(1) of Directive 2004/39/EC be interpreted as meaning that for business information communicated by the supervisory authority to be classified as a business secret meriting protection or as information otherwise meriting protection, the relevant factor is solely the date of communication to the supervisory authority?</p> <p>If the second question is answered in the negative:</p> <p>Regarding the question of whether an item of business information is to be protected as a business secret regardless of changes in the economic climate and is therefore subject to the obligation of professional secrecy in accordance with the second sentence of Article 54(1) of Directive 2004/39/EC, must, in a general manner, a time limit — of five years, say — be assumed, following expiry of which it will be rebuttably presumed that the information has lost its economic value? Do analogous considerations apply as regards prudential secrecy?</p>
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Air Passenger Rights

Judgments and Opinions

	Case-number	Parties	Outcome
JUDGMENT OF THE COURT (Eighth Chamber) 17 March 2016	Joined Cases C-145/15 and C-146/15	K. Ruijsenaars and Others v Staatssecretaris van Infrastructuur en Milieu	Article 16 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, must be interpreted as meaning that, where an individual complaint has been made by a passenger to the body designated by each Member State pursuant to Article 16(1) of the regulation following the refusal by an air carrier to pay to the passenger the compensation provided for in Article 7(1) of the regulation, that body is not required to take enforcement action against the carrier with a view to

compelling it to pay the compensation.

Telecom

Judgments and Opinions

	Case-number	Parties	Outcome
Judgment of the Court (Third Chamber) of 14 January 2016	Case C-395/14	Vodafone GmbH v Bundesrepublik Deutschland	Article 7(3) 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, when a national regulatory authority has required an operator which has been designated as having significant market power to provide mobile call termination services and has made the fees charged for this subject to authorisation following the procedure laid down in that provision, that national regulatory authority is required to carry out the procedure again before each authorisation of those fees to that operator, where that authorisation is likely to affect trade between the Member States within the meaning of that provision.
JUDGMENT OF THE COURT (Second Chamber) 14 April 2016	Case C-397/14	Polkomtel sp. z o.o. v Prezes Urzędu Komunikacji Elektronicznej	<p>1. 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) must be interpreted as meaning that a Member State may provide that an operator of a public electronic communications network must ensure that all end-users are able to access non-geographic numbers on its network in that State and not only those of other Member States.</p> <p>2. Articles 5(1) and 8(3) of Directive 2002/19/EC of the European Parliament and of the Council of 7 March 2002 on access to, and interconnection of, electronic communications networks and associated facilities (Access Directive), read in conjunction with Article 28 of Directive 2002/22, must be interpreted as allowing a national regulatory authority, in resolving a dispute between two operators, to impose on one of them the obligation to ensure that end-users are able to access services using non-geographic numbers provided on the other's network and to set, on the basis of Article 13 of Directive 2002/19, pricing procedures for that access between those operators such as those at issue in the main proceedings, provided that those obligations are objective, transparent, proportionate, non-discriminatory, based on the nature of the problem identified and justified in the light of the objectives laid down in Article 8 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), and the procedures provided for in Articles 6 and 7</p>

			of that directive have, where applicable, been observed, which it is for the national court to verify.
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Pending cases

	Case-number	Parties	Questions
Request for a preliminary ruling from the College van Beroep voor het Bedrijfsleven (Netherlands) lodged on 13 October 2015	C-536/15	Tele2 (Netherlands) BV and Others v Autoriteit Consument en Markt (ACM), Other party: European Directory Assistance NV	<p>Must Article 25(2) of Directive 2002/22/EC ¹ be interpreted as meaning that requests should be understood to include a request from a company established in another Member State, which requests information for the purposes of the provision of publicly available telephone directory enquiry services and directories which are provided in that Member State and/or in other Member States?</p> <p>If question 1 is answered in the affirmative: may a provider who makes telephone numbers available, and who is obliged under national legislation to request a subscriber's consent prior to inclusion in standard telephone directories and standard directory enquiry services, differentiate in the request for consent on the basis of the non-discrimination principle according to the Member State in which the company requesting the information as referred to in Article 25(2) of Directive 2002/22/EC provides the telephone directory and directory enquiry service?</p>
Request for a preliminary ruling from the Consiglio di Stato (Italy) lodged on 30 October 2015	Case C-560/15	Europa Way Srl, Persidera SpA v Autorità per le Garanzie nelle Comunicazioni and Others	<p>Do the contested legislation and the consequential implementing measures infringe the rules according to which the functions of regulating the television market are vested in an independent administrative authority (Articles 3 and 8 of Directive 2002/21/EC, ¹ 'the Framework Directive', as amended by Directive 2009/140/EC ²);</p> <p>Do the contested legislation and the consequential implementing measures infringe the provisions (Article 7 of Directive 2002/20/EC, ³ 'the Authorisation Directive', and Article 6 of Directive 2002/21/EC, the Framework Directive) which provide for prior public consultation by the national independent authority regulating the sector;</p> <p>Does EU law, and in particular Article 56 TFEU, Article 9 of Directive 2002/21/EC, the Framework Directive, Articles 3, 5 and 7 of Directive 2002/20/EC, the Authorisation Directive, and Articles 2 and 4 of Directive 2002/77/EC, ⁴ 'the Competition Directive', and the principles of non-discrimination, transparency, freedom of competition, proportionality, effectiveness and pluralism of information, preclude annulment of the <i>beauty contest</i> procedure — which was commenced in order to remedy, within the system for the allocation of digital television frequencies, the unlawful exclusion of operators from the market and to allow access for small operators — and substitution for it of another payment-based tendering procedure, which provides for the imposition on participants of requirements and obligations</p>

			<p>not previously required of <i>incumbents</i>, rendering engagement in competitive bidding onerous and uneconomic;</p> <p>Does EU law, in particular Article 56 TFEU, Article 9 of Directive 2002/21/EC, the Framework Directive, Articles 3, 5 and 7 of Directive 2002/20/EC, the Authorisation Directive, Articles 2 and 4 of Directive 2002/77/EC, the Competition Directive, and Article 258 TFEU, and the principles of non-discrimination, transparency, freedom of competition, proportionality, effectiveness and pluralism of information, preclude the re-configuration of the Plan for the allocation of frequencies, reducing national networks from 25 to 22 (and retention of the same availability of multiplexes for the <i>incumbents</i>), the reduction of lots in the competition to 3 multiplexes, the allocation of frequencies in the VHF-III band involving the risk of severe interference;</p> <p>Is the upholding of the principle of the protection of legitimate expectations, as expounded by the Court of Justice, compatible with the annulment of the <i>beauty contest</i> procedure which has not allowed the appellants, already admitted to the free procedure, to be sure of being awarded some of the lots put out to tender;</p> <p>Is the enactment of a provision, such as that contained in Article 3 <i>quinquies</i> of Legislative Decree No 16 of 2012, which is out of harmony with the characteristics of the radio and television market, compatible with EU legislation on the allocation of user rights for frequencies (Articles 8 and 9 of Directive 2002/21/EC, the Framework Directive, Articles 5 and 7 of Directive 2002/20/EC, the Authorisation Directive, Articles 2 and 4 of Directive 2002/77/EC, the Competition Directive).</p>
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Postal Service

Judgments and Opinions

	Case-number	Parties	Outcome
OPINION OF ADVOCATE GENERAL MENGOZZI delivered on 16 March 2016	Case C-2/15	DHL Express (Austria) GmbH v Post-Control- Kommission	<p>In the light of the foregoing considerations, I propose that the Court give the following answer to the first question referred by the Verwaltungsgerichtshof (Higher Administrative Court) for a preliminary ruling:</p> <p>Directive 97/67/EC 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 services and the improvement of quality of service, as amended by Directive 2008/6/EC of the European Parliament and of the Council of 20 February 2008, and in particular Article 9 thereof, do not preclude national rules under which postal service providers are obliged to contribute to the financing of the national regulatory authority responsible for</p>

the postal sector irrespective of whether they provide services falling within the scope of the universal service.

Energy Market

Pending cases

	Case-number	Parties	Questions
CONCLUSIONS DE L'AVOCAT GÉNÉRAL M. PAOLO MENGOLZI présentées le 12 avril 2016	Case C-121/15	Association nationale des opérateurs détaillants en énergie (ANODE) contre Premier ministre, Ministre de l'Économie, de l'Industrie et du Numérique, Commission de régulation de l'énergie, ENGIE, anciennement GDF Suez	<p>Sur la base des considérations qui précèdent, je propose à la Cour de répondre aux questions préjudicielles formulées par le Conseil d'État dans les termes suivants: L'intervention d'un État membre consistant à imposer à certains fournisseurs, parmi lesquels le fournisseur historique, de proposer au consommateur final la fourniture de gaz naturel à des tarifs réglementés, mais qui ne fait pas obstacle à ce que des offres concurrentes soient proposées, à des prix inférieurs à ces tarifs, par tous les fournisseurs sur le marché constitue, par sa nature même, une entrave à la réalisation d'un marché du gaz naturel concurrentiel mentionnée à l'article 3, paragraphe 1, de la directive 2009/73/CE du Parlement européen et du Conseil, du 13 juillet 2009, concernant des règles communes pour le marché intérieur du gaz naturel et abrogeant la directive 2003/55/CE.</p> <p>La directive 2009/73, et notamment son article 3, paragraphe 2, interprété à la lumière des articles 14 et 106 TFUE, ainsi que du protocole n° 26 sur les services d'intérêt général, permet aux États membres d'apprécier si, dans l'intérêt économique général, il y a lieu d'imposer aux entreprises intervenant dans le secteur du gaz des obligations de service public portant sur le prix de fourniture du gaz naturel afin, notamment, d'assurer la sécurité de l'approvisionnement et la cohésion territoriale, sous réserve que, d'une part, toutes les conditions que l'article 3, paragraphe 2, de ladite directive énonce, et spécifiquement le caractère non discriminatoire de telles obligations, soient satisfaites et, d'autre part, que la mesure en cause respecte le principe de proportionnalité. Dans un pareil cas, l'article 3, paragraphe 2, de la directive 2009/73 ne s'oppose pas, en principe, à une méthode de détermination du prix qui se fonde sur une prise en considération des coûts, à condition que l'application d'une telle méthode n'ait pas comme conséquence que l'intervention étatique aille au-delà de ce qui est nécessaire pour atteindre les objectifs d'intérêt économique général qu'elle poursuit.</p>
CONCLUSIONS DE L'AVOCAT GÉNÉRAL M. CAMPOS SÁNCHEZ-BORDONA présentées le 14	Case C-574/14	GE Górnictwo i Energetyka Konwencyjna S.A. contre Prezes Urzędu	<p>Eu égard aux motifs exposés, je propose à la Cour de répondre comme suit aux questions posées: «1) Il convient d'interpréter l'article 107 TFUE, lu en combinaison avec l'article 4, paragraphe 3, TUE, et avec l'article 4, paragraphe 2, de la décision 2009/287/CE de la</p>

avril 2016		Regulacji Energetyki	<p>Commission, du 25 septembre 2007, concernant l'aide d'État accordée par la Pologne dans le cadre d'accords d'achat d'électricité à long terme et l'aide d'État que la Pologne prévoit d'accorder dans le cadre de compensations versées en cas de résiliation volontaire d'accords d'achat d'électricité à long terme en ce sens que, lorsque la Commission déclare qu'une aide d'État est compatible avec le marché intérieur, la juridiction nationale n'est pas compétente pour vérifier si les dispositions nationales qui consacrent cette aide sont conformes aux indications de la méthodologie des coûts échoués.</p> <p>2) Il convient d'interpréter l'article 107 TFUE, lu en combinaison avec l'article 4, paragraphe 3, TUE, l'article 4, paragraphes 1 et 2, de la décision 2009/287 et les points 3.3 et 4.2 de la méthodologie des coûts échoués, en ce sens qu'il ne s'oppose pas à ce que l'ajustement annuel des coûts échoués soit réalisé à partir de la situation des groupes d'entreprises telle qu'elle figure dans la réglementation nationale du régime d'aides d'État autorisé par la Commission. Il appartient à la juridiction nationale d'interpréter son droit interne pour remédier, aux termes de celui-ci, aux conséquences des changements survenus dans la composition des groupes d'entreprises du secteur de l'électricité bénéficiaires des aides d'État, pour autant que la fixation du montant de ces aides, après l'ajustement résultant des nouvelles circonstances, ne dépasse pas le maximum prévu par la décision 2009/287 et ne dénature pas celle-ci.</p>
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Tax Services

Pending Cases

	Case-number	Parties	Outcome
Request for a preliminary ruling from the Rechtbank van Koophandel Brussel (Belgium) lodged on 5 October 2015	Case C-526/15	Uber Belgium BVBA v Taxi Radio Bruxellois NV, Other parties: Uber NV and Others	Should the principle of proportionality, laid down in Article 5 TEU and Article 52(1) of the Charter, ¹ read in conjunction with Articles 15, 16 and 17 of the Charter and with Articles 28 TFEU and 56 TFEU, be interpreted as precluding a rule such as that laid down in the Ordonnantie van het Brussels Hoofdstedelijk Gewest van 27 april 1995 betreffende de taxidiensten voor het verhuren van voertuigen met vervoerder (Ordinance of the Brussels-Capital Region of 27 April 1995 relating to taxis and services for the rental of vehicles with carrier), be interpreted as meaning that the term 'taxi services' ('taxidiensten') also applies to unpaid individual carriers who are involved in ride sharing (shared transport) by accepting ride requests which they are offered by means of a software application of the companies Uber BV et al established in another Member State?

Legal Expenses Insurance

Judgements and Opinions

	Case-number	Parties	Outcome
Judgment of the Court (Tenth Chamber) of 7 April 2016	Case C-5/15	Gökhan Büyüktipi v Achmea Schadeverzekeringen NV and Stichting Achmea Rechtsbijstand	Article 4(1)(a) of Council Directive 87/344/EEC of 22 June 1987 on the coordination of laws, regulations and administrative provisions relating to legal expenses insurance must be interpreted as meaning that the term ‘inquiry’ referred to in that provision covers the stage of an objection before a public body during which that body gives a decision against which an action may be brought before the courts.
Judgment of the Court (Tenth Chamber) of 7 April 2016	Case C-460/14	Johannes Evert Antonius Massar v DAS Nederlandse Rechtsbijstand	Article 4(1)(a) of Council Directive 87/344/EEC of 22 June 1987 on the coordination of laws, regulations and administrative provisions relating to legal expenses insurance must be interpreted as meaning that the term ‘inquiry’ referred to in that provision includes a procedure at the end of which a public body authorises an employer to dismiss an employee who is covered by legal expenses insurance.

Equal Treatment

Pending Cases

	Case-number	Parties	Outcome
Request for a preliminary ruling from the Tribunal Superior de Justicia de Galicia (Spain) lodged on 8 October 2015	Case C-531/15	Elda Otero Ramos v Servizo Galego de Saúde, Instituto Nacional de la Seguridad Social	<p>Are the rules on the burden of proof laid down in Article 19 of Directive 2006/54/EC¹ of the European Parliament and of the Council of 5 July 2006 on the implementation of the principle of equal opportunities and equal treatment of men and women in matters of employment and occupation (recast) applicable to the situation of risk during breastfeeding referred to in Article 26(4), in conjunction with Article 26(3), of the Law on the Prevention of Occupational Risks, which was adopted to transpose into Spanish law Article 5(3) of Council Directive 92/85/EEC² of 19 October 1992 on the introduction of measures to encourage improvements in the safety and health at work of pregnant workers and workers who have recently given birth or are breastfeeding?</p> <p>If question 1 is answered in the affirmative, can the existence of risks to breastfeeding when working as a nurse in a hospital accident and emergency department, established by means of a report issued by a doctor who is also the director of the accident and emergency department of the hospital where the worker is employed, be considered to be facts from which it may be presumed that there has been direct or indirect discrimination within the meaning of Article 19 of Directive 2006/54/EC?</p>

			<p>If question 2 is answered in the affirmative, can the fact that the job performed by the worker is included in the list of risk-free jobs drawn up by the employer after consulting the workers' representatives and the fact that the preventive medicine/prevention of occupational risks department of the hospital concerned has issued a declaration that the worker is fit for work, without those documents including any further information regarding how those conclusions were reached, be considered to prove, in every case and without possibility of challenge, that there has been no breach of the principle of equal treatment within the meaning of Article 19 of Directive 2006/54/EC?</p> <p>If question 2 is answered in the affirmative and question 3 is answered in the negative, which of the parties — the applicant worker or the defendant employer — has, in accordance with Article 19 of Directive 2006/54/EC, the burden of proving, once it has been established that performance of the job creates risks to the mother or the breast-fed child, (1) that the adjustment of working conditions or working hours is not feasible or that, despite such adjustment, the working conditions are liable to have an adverse effect on the health of the pregnant worker or breast-fed child (Article 26(2), in conjunction with Article 26(4), of the Law on the Prevention of Occupational Risks, which transposes Article 5(2) of Directive 92/85/EEC), and (2) that it is not technically or objectively feasible to move the worker to another job or that such a move cannot reasonably be required on substantiated grounds (Article 26(3), in conjunction with Article 26(4), of the Law on the Prevention of Occupational Risks, which transposes Article 5(3) of Directive 92/85/EEC)?</p>
Request for a preliminary ruling from the Oberster Gerichtshof (Austria) lodged on 15 October 2015	Case C-539/15	Daniel Bowman v Pensionsversicherungsanstalt	<p>Is Article 21 of the Charter of Fundamental Rights of the European Union, in conjunction with Article 2(1) and (2) and Article 6 of Council Directive 2000/78/EC,¹ and also having regard to Article 28 of the Charter of Fundamental Rights, to be interpreted as meaning that</p> <p>a) a provision in a collective agreement which provides for a longer period for incremental advancement for employment at the start of a career, thereby making it more difficult to advance to the next salary step, constitutes an indirect difference in treatment based on age,</p> <p>b) and, if such is the case, that such a rule is appropriate and necessary in the light of the limited professional experience at the start of a career?</p>
Request for a preliminary ruling from the Hoge Raad der Nederlanden (Netherlands) lodged on 21 October 2015	Case C-548/15	J.J. de Lange v Staatssecretaris van Financiën	<p>Must Article 3 of Council Directive 2000/78/EC¹ of 27 November 2000 establishing a general framework for equal treatment in employment and occupation be interpreted as meaning that that provision applies to a concession contained in tax legislation on the basis of which study costs may, under certain conditions, be deducted from the taxable income?</p>

			<p>In the event that the Court answers the first question referred in the negative:</p> <p>Must the principle of non-discrimination on the grounds of age, as a general principle of EU law, be applied to a tax concession on the basis of which training expenditure is only deductible under certain circumstances, even when that concession falls outside the material scope of Directive 2000/78/EC and when that arrangement does not implement EU law?</p> <p>If the answer to the first or the second question referred is in the affirmative:</p> <p>(a) Can differences in treatment which are contrary to the principle of non-discrimination on the grounds of age as a general principle of EU law be justified in a way provided for in Article 6 of Directive 2000/78/EC?</p> <p>(b) If not, what criteria apply to the application of that principle or to the justification of a distinction based on age?</p> <p>(a) Should Article 6 of Directive 2000/78/EC and/or the principle of non-discrimination on the grounds of age be interpreted as justifying a difference in treatment on the grounds of age if the ground for that difference in treatment only relates to some of the cases affected by that distinction?</p> <p>(b) Can a distinction based on age be justified by the view of the legislator that beyond a certain age a tax concession need not be available because it is the 'personal responsibility' of the person claiming it to achieve the objective pursued by the concession?</p>
Request for a preliminary ruling from the Administrativen sad - Sofia-grad (Bulgaria) lodged on 18 January 2016	Case C-27/16	Angel Marinkov v Predsedatel na Darzhavna agentsia za balgarite v chuzhbina	<p>1. Must Article [14](1)(c) of Directive 2006/54/EC¹ of the European Parliament and of the Council of 5 July 2006 on the implementation of the principle of equal opportunities and equal treatment of men and women in matters of employment and occupation (recast) and Article 3(1)(c) of Council Directive 2000/78/EC² of 27 November 2000 establishing a general framework for equal treatment in employment and occupation be interpreted as being sufficiently precise and clear and, accordingly, applicable to the legal position of a dismissed public-sector worker, employed under a civil-service employment relationship, in the case where:</p> <p>(a) the dismissal took place because of a reduction in a number of identical posts (functions) occupied by the dismissed person and by other civil servants, including both men and women;</p> <p>(b) the dismissal was based on a neutral provision of national law;</p>

			<p>(c) under the circumstances of the dismissal in question, national legislation does not lay down any criteria and obligations for assessment in relation to every individual who might be affected by dismissal, nor does it lay down obligations to give reasons for the dismissal of a specific individual?</p> <p>2. Must Article [14](1)(c) of Directive 2006/54/EC and Article 3(1)(c) of Directive 2000/78/EC, in conjunction with Articles 30, 47 and 52(1) of the Charter of Fundamental Rights, be interpreted as permitting, pursuant to Article 157(3) of the Treaty on the Functioning of the European Union, a national measure such as Article 21 of the Law on protection against discrimination (Zakon za zashtita ot diskriminatsia), read in conjunction with Article 106(1)(2) of the Civil Service Law (Zakon za darzhavnia sluzhitel), the provisions of which — in the circumstances described in the first question concerning the dismissal of a person employed in the public sector under a civil-service employment relationship (owing to abolition of a post on account of a reduction in a number of identical posts occupied by both men and women) — do not expressly lay down, as part of the right to dismiss staff, any selection obligations or criteria, which both administrative and legal practice permit only if the authority responsible for the dismissal made a discretionary decision to specify a procedure and criteria, in contrast to identical circumstances involving the dismissal of a public-sector worker employed under an employment-law relationship, for which selection obligations and criteria in respect of the dismissal are laid down by law as part of that authority's right to dismiss staff?</p> <p>3. Must Article [14](1)(c) of Directive 2006/54/EC and Article 3(1)(c) of Directive 2000/78/EC, in conjunction with Articles 30, 47 and 52(1) of the Charter of Fundamental Rights, be interpreted as meaning that the dismissal of a person employed in the public sector under a civil-service employment relationship will be unjustified, and accordingly contrary to those provisions, only because the administrative authority did not carry out a selection and apply objective criteria, or give reasons for its choice to dismiss a particular person, where that person occupied a post identical to that occupied by other persons, both men and women, and the dismissal took place on the basis of a neutral provision?</p> <p>4. Must Articles 18 and 25 of Directive 2006/54/EC, read in conjunction with Article 30 of the Charter of Fundamental Rights, be interpreted as meaning that the requirement of proportionality has been met and that those provisions allow for relevant national legislation which provides for compensation in the case of unlawful dismissal, applicable also in the event of infringement of the principle of equal treatment in matters of employment and occupation under EU law, specifying a maximum compensation period of six months and a fixed payment — based on the basic salary for</p>
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			the post occupied, but only in so far as the person remains unemployed or receives lower pay, where the right of that person to be reinstated in the post is separate and not part of his right to compensation under the national law of the Member State?
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Unfair Commercial Practices, Comparative Advertising, Labelling

Judgements and Opinions

	Case-number	Parties	Outcome
OPINION OF ADVOCATE GENERAL SAUGMANDSGAARD ØE delivered on 18 February 2016	Case C-19/15	Verband Sozialer Wettbewerb e.V. v Innova Vital GmbH	In view of the foregoing considerations, I propose that the Court answer the question referred for a preliminary ruling by the Landgericht München I (Munich Regional Court I) as follows: Article 1(2) of Regulation (EC) No 1924/2006 of the European Parliament and of the Council of 20 December 2006 on nutrition and health claims made on foods must be interpreted as meaning that the provisions of that regulation apply to nutrition and health claims made in commercial communications on foods to be delivered as such to the final consumer if those communications are addressed exclusively to the professional sector but are intended to be targeted indirectly at consumers, via the professional sector.

Pending Cases

	Case-number	Parties	Outcome
Request for a preliminary ruling from the Cour d'appel de Paris (France) lodged on 4 November 2015	Case C-562/15	Carrefour Hypermarchés SAS v ITM Alimentaire International SASU	Whether Article 4(a) and (c) of Directive 2006/114/EC of 12 December 2006 ¹ ..., which provides that '[c]omparative advertising shall ... be permitted when ... it is not misleading [and] it objectively compares one or more material, relevant, verifiable and representative features of those goods and services', must be interpreted as meaning that a comparison of the price of goods sold by retail outlets is permitted only if the goods are sold in shops having the same format or of the same size; Whether the fact that the shops whose prices are compared are of different sizes and formats constitutes material information within the meaning of Directive 2005/29/EC ² that must necessarily be brought to the knowledge of the consumer; If so, to what degree and/or via what medium must that information be disseminated to the consumer?
Request for a preliminary ruling from the Letrado de la	Case C-609/15	María Assumpció Martínez Roges v José Antonio García Sánchez	Are Articles 34 and 35 of Law 1/2000 incompatible with Articles 6(1) and 7(2) of Directive [93/13/EEC ¹] and Articles 6(1)(d), 11 and 12 of Directive 2005/29/EC ²

Administración de Justicia del Juzgado de Violencia sobre la Mujer Único de Terrassa (Spain) lodged on 18 November 2015			<p>inasmuch as they preclude any examination ex officio of possible unfair terms or unfair commercial practices in contracts concluded between lawyers and natural persons who are acting for purposes which are outside their trade, business or profession?</p> <p>Are Articles 34 and 35 of Law 1/2000 incompatible with Articles 6(1) and 7(2) of, and [point 1(q) of the Annex to], Directive [93/13/EEC] inasmuch as they preclude the production of evidence for the purpose of resolving the dispute in the administrative procedure for recovery of unpaid fees?</p>
Request for a preliminary ruling from the Tribunal de grande instance de Perpignan (France) lodged on 14 December 2015	Case C-672/15	Procureur de la République v Noria Distribution SARL	<p>Do Directive 2002/46/EC¹ and Community principles of free movement of goods and of mutual recognition preclude the laying down of national legislation such as the order of 9 May 2006 which refuses any mutual recognition procedure so far as concerns food supplements based on vitamins and minerals from another Member State by excluding the application of a streamlined procedure in respect of products lawfully marketed in another Member State that are based on nutrients [whose values exceed the limits set] by the order of 9 May 2006?</p> <p>Does Directive 2002/46, in particular in Article 5, as well as the principles resulting from Community case-law on the provisions relating to the free movement of goods, permit the maximum daily doses of vitamins and minerals to be set in proportion to the recommended daily allowances by adopting a value equal to three times the recommended daily allowances for nutrients presenting the least risk, a value equal to the recommended daily allowances for nutrients presenting a risk of the upper safe level being exceeded and a value below the recommended daily allowances or even zero for nutrients involving the most risk?</p> <p>Does Directive 2002/46, as well as the principles resulting from Community case-law on the provisions relating to the free movement of goods, permit the doses to be set [in the light of] solely national scientific opinions even though recent international scientific opinions [conclude in favour of] higher doses in identical conditions of use?</p>
Request for a preliminary ruling from the Hof van beroep te Antwerpen (Belgium) lodged on 14 December 2015	Case C-667/15	Loterie Nationale — Nationale Loterij NV v Paul Adriaensen and Others	<p>Does the application of paragraph 14 of Annex I to Directive 2005/29/EC¹ 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 require that a prohibited pyramid promotional scheme exists only if the realisation of the financial promise to existing members:</p> <p>depends primarily or mostly on the direct transfer of the contributions of the new members ('direct link'),</p>

			<p>or</p> <p>does it suffice that the realisation of the financial promise to existing members depends primarily or mostly on an indirect payment through the contributions of existing members, i.e. existing members do not obtain their compensation primarily or mostly from their own sale or their own consumption of goods or services, but depend for the realisation of the financial promise primarily or mostly on the subscription and contributions of new members ('indirect link')?</p>
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Defective Products

Pending Cases

	Case-number	Parties	Outcome
Request for a preliminary ruling from the Cour de cassation (France) lodged on 23 November 2015	Case C-621/15	W and Others v Sanofi Pasteur MSD SNC, Caisse primaire d'assurance maladie des Hauts-de-Seine, Caisse Carpimko	<p>Must Article 4 of Council Directive 85/374/EEC ¹ of 25 July 1985 on the approximation of the laws, regulations and administrative provisions of the Member States concerning liability for defective products be interpreted as precluding, in the area of liability of pharmaceutical laboratories for the vaccines that they manufacture, a method of proof by which the court ruling on the merits, in the exercise of its exclusive jurisdiction to appraise the facts, may consider that the facts relied on by the applicant constitute serious, specific and consistent presumptions capable of proving the defect in the vaccine and the existence of a causal relationship between it and the disease, notwithstanding the finding that medical research does not establish a relationship between the vaccine and the occurrence of the disease?</p> <p>If the answer to Question 1 is in the negative, does Article 4 of Directive 85/374, cited above, preclude a system of presumptions by which the existence of a causal relationship between the defect attributed to a vaccine and the damage suffered by the injured person will always be considered to be established where certain indications of causation are found?</p> <p>If the answer to Question 1 is in the affirmative, must Article 4 of Directive 85/374, cited above, be interpreted as meaning that proof, the burden of which rests on the person injured, of the existence of a causal relationship between the defect attributed to a vaccine and the damage suffered by that person cannot be considered to have been adduced unless the causal relationship is established scientifically?</p>

Competition Law

Judgements and Opinions

	Case-number	Parties	Outcome
Judgment of the Court (Fifth Chamber) of 21 January 2016	Case C-74/14	"Eturas" UAB and Others v Lietuvos Respublikos konkurencijos taryba	<p>1. Article 101(1) TFEU must be interpreted as meaning that, where the administrator of an information system, intended to enable travel agencies to sell travel packages on their websites using a uniform booking method, sends to those economic operators, via a personal electronic mailbox, a message informing them that the discounts on products sold through that system will henceforth be capped and, following the dissemination of that message, the system in question undergoes the technical modifications necessary to implement that measure, those economic operators may — if they were aware of that message — be presumed to have participated in a concerted practice within the meaning of that provision, unless they publicly distanced themselves from that practice, reported it to the administrative authorities or adduce other evidence to rebut that presumption, such as evidence of the systematic application of a discount exceeding the cap in question.</p> <p>2. It is for the referring court to examine — on the basis of the national rules governing the assessment of evidence and the standard of proof — whether, in view of all the circumstances before it, the dispatch of a message, such as that at issue in the main proceedings, may constitute sufficient evidence to establish that the addressees of that message were aware of its content. The presumption of innocence precludes the referring court from considering that the mere dispatch of that message constitutes sufficient evidence to establish that its addressees ought to have been aware of its content.</p>

Judicial co-operation in civil matters

Judgements and Opinions

	Case-number	Parties	Outcome
OPINION OF ADVOCATE GENERAL WAHL delivered on 7 April 2016	Case C-102/15	Gazdasági Versenyhivatal v Siemens Aktiengesellschaft Österreich	<p>For the reasons given above, I propose that the Court ought to answer the question referred by the Fővárosi Ítéltábla (Regional Court of Appeal, Budapest, Hungary) in case C-102/12 to the effect that an action for restitution on the ground of unjust enrichment which has its origin in the repayment of a penalty imposed in competition proceedings, such as that at issue in the main action, does not constitute a 'civil and commercial matter' for the purpose of Article 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.</p> <p>In the alternative, I propose that the Court answer the question referred to the effect that, on a proper construction</p>

			of Article 5(3) of Regulation No 44/2001, an action for restitution on the ground of unjust enrichment does not constitute a 'matter relating to tort, delict or quasi-delict' within the meaning of that provision.
OPINION OF ADVOCATE GENERAL SZPUNAR delivered on 7 April 2016	Case C-222/15	Hőszig kft v Alstom Power Thermal Services	In the light of the foregoing considerations, I propose that the Court answer the second question referred by the Pécsi Törvényszék (Court of Pécs) as follows: A clause contained in the general conditions of contract of one of the parties and to which reference is made in the contract between the parties that confers exclusive and final jurisdiction on the courts of a specific town or city in a Member State to settle disputes which cannot be settled amicably between the parties is to be interpreted as an 'agreement conferring jurisdiction' in the sense of Article 23(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.

Pending Cases

	Case-number	Parties	Outcome
Request for a preliminary ruling from the Bundesgerichtshof (Germany) lodged on 13 October 2015	Case C-533/15	Feliks Frisman v Finnair Oyj	Is Article 5(1)(a) 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 to be interpreted as meaning that the concept of 'matters relating to a contract' also covers a claim for compensation made under 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] and brought against an operating air carrier which is not a party to the contract with the passenger concerned? Insofar as Article 5(1) of Regulation (EC) No 44/2001 is applicable: When passengers are transported on one of several connecting flights without any significant stopover at the connecting airports, is the place of departure of the first leg of the journey to be regarded as being the place where the services were provided under the second indent of Article 5(1)(b) of Regulation (EC) No 44/2001 even if the flight connection has been carried out by different air carriers and the claim which has been brought is directed against the air carrier which operated a different leg of the journey, on which a significant delay occurred?
Request for a preliminary ruling from the Cour de cassation (France)	Case C-618/15	Concurrence Sàrl v Samsung Electronics France SAS, Amazon Services Europe Sàrl	Is 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 ¹ to be interpreted as meaning that, in the event of an alleged

lodge on 23 November 2015			breach of a prohibition on resale outside a selective distribution network and via a marketplace by means of online offers for sale on a number of websites operated in various Member States, an authorised distributor which considers that it has been adversely affected has the right to bring an action seeking an injunction prohibiting the resulting unlawful interference in the courts of the territory in which the online content is or was accessible, or must some other clear connecting factor be present?
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Jurisdiction to Interpret CEN Standards

Judgements and Opinions

	Case-number	Parties	Outcome
OPINION OF ADVOCATE GENERAL CAMPOS SANCHEZ- BORDONA delivered on 28 January 2016	Case C-613/14	James Elliott Construction Limited v Irish Asphalt Limited	In the light of the foregoing considerations, I propose that the Court should answer the questions referred for a preliminary ruling by the Supreme Court as follows: (1) When the terms of a private contract oblige one of the parties to supply a product manufactured in accordance with a national technical standard, itself adopted in implementation of a harmonised technical standard adopted by the CEN pursuant to a mandate from the Commission, the Court of Justice has jurisdiction to give a preliminary ruling on the interpretation of that harmonised technical standard. (2) The harmonised standard EN 13242:2002 must be interpreted as meaning that it allows a breach of its technical specifications to be established by test methods other than those expressly provided for therein, and that both methods may be used at any time during the economically reasonable working life of the product. (3) The presumption of fitness for use of construction products, which is provided for in Directive 89/106 in order to facilitate their free movement in the internal market, is of no effect when the merchantable quality of construction products is assessed, for the purposes of the application of a national law governing the sale of goods. (4) Harmonised standard EN 13242:2002 does not establish a limit of 1% for the total sulfur content of aggregates and any conflicting national technical standard must not be applied. (5) CE marking is not a prerequisite but only a means of proving that an aggregate satisfies the requirements of Directive 89/106 and harmonised standard EN 13242:2002. (6) A national provision like Section 14(2) of the Irish Sale of Goods Act 1893, as amended in 1980, cannot be considered to be a 'technical regulation' within the meaning of Directive 98/34, and the <i>CIA Security International</i> and <i>Unilever</i> case-law is not applicable to it.

Legal aid in Cross-border Disputes

Pending Cases

	Case-number	Parties	Outcome
Request for a preliminary ruling from the Bundesarbeitsgericht (Germany) lodged on 15 December 2015	Case C-670/15	Jan Šalplachta	Does the right of a natural person to effective access to justice in a cross-border dispute within the meaning of Articles 1 and 2 of Council Directive 2003/8/EC of 27 January 2003 to improve access to justice in cross-border disputes by establishing minimum common rules relating to legal aid for such disputes ¹ require that legal aid granted by the Federal Republic of Germany must extend to the costs incurred by the applicant for the translation of the declaration and supporting documents annexed to the legal aid application, where the applicant, at the same time as bringing the action, applies for legal aid to the court hearing the case, which is also the competent receiving authority within the meaning of Article 13(1)(b) of the directive, and he has himself arranged for the translation to be made?



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EUROPEAN COMMISSION

DG CONNECT

European Commission requests the German regulator to set fixed termination rates based on the recommended methodology

On 1st April, the European Commission issued a recommendation concluding that the German regulator (BNetzA) does not follow the EU recommended approach for the calculation of fixed termination rates (FTRs), following a three-month in-depth investigation. In its proposal BNetzA sets FTRs for the newly defined 19 operators based on the methodology previously applied for Deutsche Telekom (DT), which is contrary to the EU regulatory framework. If applied the rates would be 200% higher than the rates in the vast majority of the Member States which follow the recommended methodology. These costs are ultimately included in call prices paid by consumers and businesses.

<https://ec.europa.eu/digital-single-market/en/news/european-commission-requests-german-regulator-set-fixed-termination-rates-based-recommended>

European Commission halts Austrian proposal to charge different termination rates depending on where the call originates

On 23 March, the Austrian regulator RTR proposed higher price caps for calls originating in countries which have not brought termination rates down in line with the EU Recommendation on Termination Rates. As the only criterion for setting a higher rate is the origin of the call, the Commission doubts that the measure is in line with the non-discrimination principle and that it fosters an internal market.

<https://ec.europa.eu/digital-single-market/en/news/european-commission-halts-austrian-proposal-charge-different-termination-rates-depending-where>

Commission seeks views on neighbouring rights and panorama exception in EU copyright

On 23 March, the European Commission is launching an open consultation as part of its work to update EU copyright rules for the digital age. **It is seeking views on the role of publishers in the copyright value chain, including the possible extension to publishers of the neighbouring rights.** Publishers do not currently benefit from neighbouring rights which are similar to copyright but do not reward an authors' original creation (a work). They reward either the performance of a work (e.g. by a musician, a singer, an actor) or an organisational or financial effort (for example by a producer) which may also include a participation in the creative process. The Commission is also consulting on the panorama exception, which concerns the use made of images depicting buildings, sculptures and monuments located permanently in public places.

<https://ec.europa.eu/digital-single-market/en/news/commission-seeks-views-neighbouring-rights-and-panorama-exception-eu-copyright>

DG COMPETITION

E-commerce sector inquiry finds geo-blocking is widespread throughout EU through contractual barriers



On 18 March, the European Commission has published initial findings on the prevalence of geo-blocking which prevents consumers from purchasing consumer goods and accessing digital content online in the European Union. The information was gathered by the Commission as part of its ongoing antitrust sector inquiry into the e-commerce sector, launched in May 2015.

(...)

The Commission's initial findings from the sector inquiry address a practice, so-called geo-blocking, whereby retailers and digital content providers prevent online shoppers from purchasing consumer goods or accessing digital content services because of the shopper's location or country of residence. This is one factor affecting cross-border e-commerce.

In some cases, geo-blocking appears to be linked to agreements between suppliers and distributors. Such agreements may restrict competition in the Single Market in breach of EU antitrust rules. This however needs to be assessed on a case-by-case basis.

In contrast, if geo-blocking is based on unilateral business decisions by a company not to sell abroad, such behaviour by a non-dominant company falls clearly outside the scope of EU competition law. **There are a number of reasons for retailers and service providers not to sell cross-border and the freedom to choose one's trading partner remains the basic principle.**

http://europa.eu/rapid/press-release_IP-16-922_en.htm

See the factsheet of e-commerce sector inquiry http://europa.eu/rapid/press-release_MEMO-16-882_en.htm

DG ENERGY

Upcoming reviews on EU energy efficiency rules

On 14 March, stakeholders' event on the upcoming review of the energy efficiency Directive (2012/27/EU) and the energy performance of buildings Directive (2010/31/EU) discussed the findings of the Commission's evaluations of these directives.

Reviews of both these directives follow the adoption of the Energy Union Strategy in February 2015 and are in-line with the goal of promoting energy efficiency as an energy source in its own right. **Both reviews are scheduled to be published this Autumn.**

<https://ec.europa.eu/energy/en/news/upcoming-reviews-eu-energy-efficiency-rules>

European Electricity Regulatory Forum (Florence Forum) to discuss market upgrades

Meeting on 3-4 March in Florence, the European Electricity Regulatory Forum discussed how to upgrade the EU's electricity markets and how to better coordinate markets and policies across the EU.

The EU electricity market is currently living through a time of deep change. Europe is moving away from an era dominated by power generation from large central power plants towards a more dynamic, spread-out power generation from renewable energy sources. These changes require an adaptation of the current rules of electricity trading and changes to the existing market roles, so that the electricity market can adapt to this new reality.



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To see the Florence Forum's conclusion

<https://ec.europa.eu/energy/sites/ener/files/documents/Conclusions%20-%20Florence%20Forum%20-%20Final.pdf>

<https://ec.europa.eu/energy/en/news/european-electricity-regulatory-forum-discuss-market-upgrades>

Citizens' empowerment key to Energy Union: the London Forum

On 23-24 February, the Citizens' Energy Forum discussed the role of citizens in a competitive, smart, energy efficient and fair energy retail market.

The meeting focused on how to create a socially responsible and inclusive Energy Union and on forthcoming Commission proposals on a new market design for retail electricity and gas markets. Energy services need to be easy to understand, affordable and fair for all consumers. For this, there must be improved competition on energy markets and better information on energy choices. Meanwhile, consumer data protection must be ensured.

To see the London Forum's Conclusion

<https://ec.europa.eu/energy/sites/ener/files/Conclusions.pdf>

<https://ec.europa.eu/energy/en/news/citizens%E2%80%99-empowerment-key-energy-union>

Commission launches plans to curb energy use in heating and cooling

On 17 February, the European Commission published its first ever plan to tackle the massive amount of energy used to heat and cool Europe's buildings, including households, offices, hospitals, schools, industry and food refrigeration throughout the supply chain.

The Heating and Cooling Strategy includes plans to make energy efficient renovations to buildings easier, **to develop energy efficiency guidelines for public schools and hospitals and improve the reliability of energy performance certificates for buildings.**

<https://ec.europa.eu/energy/en/news/commission-launches-plans-curb-energy-use-heating-and-cooling>

New rules to boost gas supply security and solidarity

On 18 February, a new gas regulatory package, composed of two Proposals, two Communications and one Report, has been released by the European Commission. The eagerly awaited "Energy Security Package" includes: the Revised Regulation on the Security of Gas Supply, a Proposal for an EU strategy on LNG and gas storage, a Proposal for an EU strategy on Heating and Cooling as well as a Decision and a report on Intergovernmental Agreements (IGAs) with non-EU countries in the field of energy. **For ERPL Project, the regulatory changes that matters for private lawyers are the EU Regulation on the Security of Supply, as well the both Commission Decision and the report on Intergovernmental Agreements.**

<https://ec.europa.eu/energy/en/news/new-rules-boost-gas-supply-security-and-solidarity>

DG INTERNAL MARKET, INDUSTRY, ENTREPRENEURSHIP AND SMEs

Simpler procedures, lower costs and more legal protection: EU trade mark reforms

Since 23 March, new rules governing trade marks in the EU has taken effect that will improve conditions for businesses to innovate and to benefit from more effective trade mark protection against counterfeits, including non-authentic goods in transit through the EU's territory.

The reforms are also aimed at making trade mark registration systems throughout the EU more accessible and efficient for businesses in terms of lower costs and complexity, increased speed, greater predictability and legal certainty.

http://ec.europa.eu/growth/tools-databases/newsroom/cf/itemdetail.cfm?item_id=8739&lang=en&title=Simpler-procedures%2C-lower-costs-and-more-legal-protection%3A-EU-trade-mark-reforms

Commission launches a public consultation on the European Pillar of Social Rights

On 8 March, the European Commission presented a first, preliminary outline of the European Pillar of Social Rights announced by President Juncker in September last year and launched a broad public consultation.

The European Pillar of Social Rights will set out a number of essential principles to support well-functioning and fair labour markets and welfare systems within the euro area.

http://europa.eu/rapid/press-release_IP-16-544_en.htm

Questions & Answers http://europa.eu/rapid/press-release_MEMO-16-545_en.htm

Commission publishes report on unfair trading practices in the food supply chain

On 29 January, the the European Commission published a report on unfair business-to-business trading practices in the food supply chain. The report assesses the existing regulatory frameworks in EU countries and the voluntary Supply Chain Initiative.

To see the report file:///Users/lucilaalmeida/Downloads/1_EN_ACT_part1_v5.pdf

http://ec.europa.eu/growth/tools-databases/newsroom/cf/itemdetail.cfm?item_id=8648&lang=en&title=Commission-publishes-report-on-unfair-trading-practices-in-the-food-supply-chain

DG FINANCIAL STABILITY, FINANCIAL SERVICE AND CAPITAL MARKETS

European Commission adopts equivalence decision for Central Counterparties in USA

On 15 March, the European Commission determined that the U.S. Commodity Futures Trading Commission (CFTC) has the equivalent requirements as the EU in regulating central counterparties ('CCPs'). This follows the announcement of 10 February 2016 by Commissioner Hill and CFTC Chairman Timothy Massad on a common approach for transatlantic CCPs.

Why is it important?

CCPs registered with the CFTC will be able to obtain recognition in the EU. **Market participants will be able to use them to clear standardised over-the-counter derivative trades as required by EU legislation**, while the CCPs will remain subject solely to the regulation and supervision of their home jurisdictions. CCPs that have been recognised under the EMIR process



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will also obtain qualifying CCP (QCCP) status across the European Union under the Capital Requirements Regulation (CRR). This means that EU banks' exposures to these CCPs will be subject to a lower risk weight in calculating their regulatory capital.

http://europa.eu/rapid/press-release_IP-16-807_en.htm

DG JUSTICE AND CONSUMERS

Commission launches public consultation on insolvency in the European Union

On 23 March, the European Commission has launched a public consultation on insolvency frameworks in the European Union. More and more companies and individuals are doing business in other EU countries, taking advantage of the EU's single market and the free flow of capital. However, inefficiency and divergence of insolvency frameworks make it harder for investors to assess credit risk, particularly in cross-border investments, preventing the integration of capital markets in the EU.

The consultation will gather views and feedback from other European institutions, national authorities and parliaments, social partners, stakeholders, civil society, experts from academia and the general public. The online consultation will run until 14 June.

http://ec.europa.eu/justice/newsroom/civil/news/160323_en.htm

The European Commission sheds light on territorial restrictions in the online environment

On 18 March, the European Commission has published key findings of its survey on geo-blocking in the EU Digital Single Market (DSM), a practice which prevents consumers in a given country from shopping online from other EU countries due to geographical restrictions imposed by online retailers. Geo-blocking is a significant cause of consumer dissatisfaction and fragmentation in the Internal Market, as it limits consumer opportunities and choice when shopping online goods and services cross-border within the EU.

http://ec.europa.eu/justice/newsroom/consumer-marketing/news/160318_en.htm

Report on the activities of the European Judicial Network in civil and commercial matters

The Commission adopted on 10 March 2016 the report on the activities of the European Judicial Network in civil and commercial matters (EJN-civil). This report provides an analysis of the substantial support of EJN-civil over the last five years for developing day-to-day judicial cooperation in civil and commercial matters between Member States. The report also paves the way forward to further developing judicial cooperation and building additional capacities of the EJN to ensure efficient application of Union civil justice instruments.

To see the report <http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1458206470776&uri=CELEX%3A52016DC0129>

<https://e-justice.europa.eu/sitenewsshow.do?plang=en&newsId=129>

Commission goes ahead with 17 Member States to clarify the rules applicable to property regimes for Europe's international couples

On 2 March, the European Commission adopted proposals to clarify the rules applicable to property regimes for international married couples or registered partnerships.

These proposals will establish clear rules in cases of divorce or death and bring an end to parallel and possibly conflicting proceedings in various Member States, for instance on property or bank accounts. In short, it will bring more legal clarity for international couples. Since it was not possible to reach unanimity among 28 Member States on proposals originally brought forward in 2011, the Commission is now going ahead with 17 Member States willing to join this initiative through an enhanced cooperation.

http://europa.eu/rapid/press-release_IP-16-449_en.htm

Commission publishes study aimed at combatting consumer vulnerability

On 23 February, the Commission published a study which looks into the difficulties consumers face in getting the best or fairest deals. Consumers facing these difficulties may be more likely to have negative experiences when attempting to make purchases, choosing, or switching providers. The study identifies the main reasons behind this vulnerability and what can be done to enable consumers to make better use of their rights and the alternatives the marketplace offers. A special focus is directed at the challenges consumers face in the online environment, as well as in the finance and energy sectors.

To see study

http://ec.europa.eu/consumers/consumer_evidence/market_studies/docs/vulnerable_consumers_approved_27_01_2016_en.pdf

http://ec.europa.eu/justice/newsroom/consumer-marketing/news/160223_en.htm

Solving disputes online: ODR platform for consumers and traders

On 15 February, the European Commission launched a new platform to help consumers and traders solve online disputes over a purchase made online.

The Online Dispute Resolution (ODR) platform offers a single point of entry that allows EU consumers and traders to settle their disputes for both domestic and cross-border online purchases. This is done by channeling the disputes to national Alternative Dispute Resolution (ADR) bodies that are connected to the platform and have been selected by the Member States according to quality criteria and notified to the Commission.

To go to the ODR Platform

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>

http://europa.eu/rapid/press-release_IP-16-297_en.htm

EU Commission and United States agree on new framework for transatlantic data flows: EU-US Privacy Shield

On 2 February, The European Commission and the United States have agreed on a new framework for transatlantic data flows: the EU-US Privacy Shield. This new framework will protect the fundamental rights of Europeans where their data is transferred to the United States and ensure legal certainty for businesses.

The EU-US Privacy Shield reflects the requirements set out by the European Court of Justice in its ruling on 6 October 2015, which declared the old Safe Harbour framework invalid. The new arrangement will provide stronger obligations on companies in the U.S. to protect the personal data of Europeans and stronger monitoring and enforcement by the U.S. Department of Commerce and Federal Trade Commission (FTC), including through increased cooperation with European Data Protection Authorities. The new arrangement includes commitments by the U.S. that possibilities under U.S. law for public authorities to access personal data transferred under **the new arrangement will be subject to clear conditions, limitations and oversight, preventing generalised access. Europeans will have the possibility to raise any enquiry or complaint in this context with a dedicated new Ombudsperson.**

(...)

Effective protection of EU citizens' rights with several redress possibilities: Any citizen who considers that their data has been misused under the new arrangement will have several redress possibilities. Companies have deadlines to reply to complaints. European DPAs can refer complaints to the Department of Commerce and the Federal Trade Commission. In addition, Alternative Dispute resolution will be free of charge. For complaints on possible access by national intelligence authorities, a new Ombudsperson will be created.

http://europa.eu/rapid/press-release_IP-16-216_en.htm

Statement by Commissioner Věra Jourová on the signature of the Judicial Redress Act by President Obama in EU-US Data Protection Umbrella Agreement

The signature of the Judicial Redress Act by President Obama is a historic achievement in our efforts to restore trust in transatlantic data flows, paving the way to the signature of the EU-US Data Protection Umbrella Agreement. On the occasion of the signature of the Judicial Redress Act, Justice Commissioner Věra Jourová said:

"I welcome the signature of the Judicial Redress Act by President Obama today. This new law is a historic achievement in our efforts to restore trust in transatlantic data flows. The Judicial Redress Act will ensure that all EU citizens have the right to enforce data protection rights in U.S. courts, as called for in President Juncker's political guidelines. U.S. citizens already enjoy this right in Europe. The entry into force of the Judicial Redress Act will pave the way for the signature of the EU-U.S. Data Protection Umbrella Agreement. This agreement will guarantee a high level of protection of all personal data, regardless of nationality, when transferred across the Atlantic for law enforcement purposes. It will strengthen privacy, while ensuring legal certainty for transatlantic data exchanges between police and criminal justice authorities. This is crucial to keep Europeans safe through efficient and robust cooperation between the EU and the U.S. in the fight against crime and terrorism".

http://europa.eu/rapid/press-release_STATEMENT-16-401_en.htm

EUROPEAN AGENCIES

ACER (Agency For The Cooperation Of Energy Regulator)



European Research Council



ACER and ENTSOG launch a joint platform to facilitate a smooth gas network code implementation

A newly created web-based platform www.gasnfunc.eu launched on 11 February by ACER and ENTSOG will allow stakeholders to notify implementation and operational issues related to gas network codes already in force. A joint process between ACER and ENTSOG aims to develop commonly recommended guidance on how to address such issues.

<http://www.acer.europa.eu/Media/News/Pages/ACER-and-ENTSOG-launch-a-joint-platform-to-facilitate-a-smooth-gas-network-code-implementation.aspx>

ACER publishes a report with main voluntary achievements towards the single EU energy market

ACER published on 9 February the latest edition of its Regional Initiatives Status Review Report updating on the progress made on voluntary regional and cross-regional market integration. The reports highlights important milestones such as the early implementation of the European Harmonised Allocation Rules (HAR) for the electricity market. The report also shows the progress made in the pilot projects in different gas areas such as implementation of the third package and Network Codes (NC) and market integration. Furthermore, the report describes the obstacles faced in 2015 and the challenges ahead with regard to the early implementation process of the Network Codes and Guidelines.

<http://www.acer.europa.eu/Media/News/Pages/ACER-Regional-Initiatives-Status-Review-Report-2015.aspx>

EBA (European Banking Authority)

EBA consults on draft Guidelines on corrections to modified duration for debt instruments

The European Banking Authority (EBA) launched on 22 March a public consultation on draft Guidelines on corrections to modified duration for debt instruments. These Guidelines aim to establish what type of adjustments to the modified duration (MD) - as defined according to the formulas in the Capital Requirements Regulation (CRR) - have to be performed in order to appropriately reflect the effect of the prepayment risk. The consultation runs until 22 June 2016.

<http://www.eba.europa.eu/-/eba-consults-on-draft-guidelines-on-corrections-to-modified-duration-for-debt-instruments>

EBA responds to the European Commission's Green Paper on Retail Financial Services

The EBA submitted on 21 March its response to the European Commission's Green Paper on Retail Financial Services. In the response, the EBA conveys the views of its member authorities on a subset of the questions asked in the Green Paper, with a particular focus on the risks and opportunities of digital services in the banking sector and the **enforcement of consumer protection regulation in the EU**.

Among the subset of the questions that are asked in the Green Paper, the question 7 fall into the core of what is relevant for the ERPL project. See it below.

Question 7: Is the quality of enforcement of EU retail financial services legislation across the EU a problem for consumer trust and market integration?

To see the EBA response

<http://www.eba.europa.eu/documents/10180/1411349/EBA+response+to+the+EU+Commission+Green+Paper+on+Retail+Financial+Services+%28COM+2015%28630%29%29.pdf>

<http://www.eba.europa.eu/-/eba-responds-to-the-european-commission-s-green-paper-on-retail-financial-services>

ESAs publish final draft technical standards on margin requirements for non-centrally cleared OTC derivatives

The European Supervisory Authorities (EBA, EIOPA, ESMA - ESAs) published on 8 March the final draft Regulatory Technical Standards (RTS) outlining the framework of the European Market Infrastructure Regulation (EMIR).

These RTS cover the risk mitigation techniques related to the exchange of collateral to cover exposures arising from non-centrally cleared over-the-counter (OTC) derivatives. They also specify the criteria concerning intragroup exemptions and the definitions of practical and legal impediments to the prompt transfer of funds between counterparties. These standards aim at increasing the safety of the OTC derivatives markets in the EU.

<http://www.eba.europa.eu/-/esas-publish-final-draft-technical-standards-on-margin-requirements-for-non-centrally-cleared-otc-derivatives>

ESMA (European Securities and Market Authority)

Esma Publishes Ucits Remuneration Guidelines

On 31 March, the European Securities and Markets Authority (ESMA) has published its final Guidelines on sound remuneration policies under the UCITS Directive and AIFMD. ESMA has also written to the European Commission, European Council and European Parliament on the proportionality principle and remuneration rules in the financial sector.

To see ESMA Guidelines https://www.esma.europa.eu/sites/default/files/library/2016-411_final_report_on_guidelines_on_sound_remuneration_policies_under_the_ucits_directive_and_aifmd.pdf

<https://www.esma.europa.eu/press-news/esma-news/esma-publishes-ucits-remuneration-guidelines>

Esma Consults on Future Market Abuse Regulation List of Information Regarding Commodity and Spot Markets

ESMA is seeking views on its proposed non-exhaustive indicative list of information expected or required to be published on commodity derivatives markets or spot markets for the purposes of determining inside information regarding commodity derivatives and of triggering the prohibitions for insider dealing.

<https://www.esma.europa.eu/press-news/esma-news/esma-consults-future-mar-list-information-regarding-commodity-and-spot-markets>

ESMA Consults on Implementation of The Benchmarks Regulation

The European Securities and Markets Authority (ESMA) has published on 15 February a Discussion Paper (DP) regarding the technical implementation of the incoming Benchmarks Regulation (BR). ESMA is seeking stakeholder's input to inform its future proposals on draft Regulatory Technical Standards (RTS) and Technical Advice (TA) to the European Commission.

Benchmarks are used in financial markets as a reference to price financial instruments and to measure performance of investment funds, **as well as being an important element of many financial contracts and their integrity is critical to financial markets and to investors in particular**. The BR's objective is to improve the governance and control over the benchmark process, thereby ensuring their reliability and protecting users.

<https://www.esma.europa.eu/press-news/esma-news/esma-consults-implementation-benchmarks-regulation>

ESMA resumes US CCP Recognition Process Following EU-US Agreement

The European Securities and Markets Authority (ESMA) welcomed the common approach announced on 10 February by the European Commission and the US Commodity Futures Trading Commission (CFTC) on the equivalence of CCP regimes.

<https://www.esma.europa.eu/press-news/esma-news/esma-resumes-us-ccp-recognition-process-following-eu-us-agreement>

EUROPEAN PARLIAMENT

PLENARY SESSION

MEPs back agreement among EU institutions to upgrade and clarify EU law-making

A deal among the key EU institutions – Parliament, the Council and the Commission - to improve the planning, quality and transparency of their law-making was endorsed by MEPs on 9 March. It provides for more democratic long-term planning, a new database of planned EU laws, and more information for the press and public on negotiations among EU institutions.

The new agreement aims both to enhance public understanding of how the EU makes its laws and to improve the quality of new and updated EU legislation.

<http://www.europarl.europa.eu/news/en/news-room/20160303IPR16941/MEPs-back-agreement-among-EU-institutions-to-upgrade-and-clarify-EU-law-making>

Stop geo-blocking and boost e-commerce and digital innovation, says Parliament

Geo-blocking consumers' online access to goods and services on the basis of their IP address, postal address or the country of issue of credit cards is unjustified and it must stop, says Parliament in a resolution voted on 19 January. MEPs want Europe to seize the opportunities opened up by new technologies, such as Big Data, cloud computing, the Internet of Things or 3D-printing, and to have an innovation-friendly policy towards online platforms.



<http://www.europarl.europa.eu/news/en/news-room/20160114IPR09903/Stop-geo-blocking-and-boost-e-commerce-and-digital-innovation-says-Parliament>

CIVIL LIBERTIES, JUSTICE AND HOME AFFAIRS

EU-US “Privacy Shield”: MEPs to examine new deal on transatlantic data transfers

The new “Privacy Shield” framework on EU-US transfers of personal data by private firms, which is to replace the former “Safe Harbour” one, will be debated by Civil Liberties Committee MEPs in a hearing on 17 March. Austrian citizen Max Schrems, whose court case against Facebook led to Safe Harbour's downfall, the US lead negotiator, the EU Data Protection Supervisor, representatives from the Article 29 Working Party, the European Commission and others will all be quizzed on the deal.

The Civil Liberties Committee hearing is meant to help MEPs monitoring the operation of the new Privacy Shield framework and assessing whether it does indeed provide adequate data protection for EU citizens. Some MEPs have already voiced concerns over the new agreement. The European Parliament must give its opinion before the Commission can adopt an “adequacy decision” declaring that the framework offers a sufficient level of data protection, as a prerequisite for the deal to enter into force.

<http://www.europarl.europa.eu/news/en/news-room/20160316IPR19663/EU-US-%E2%80%9CPrivacy-Shield%E2%80%9D-MEPs-to-examine-new-deal-on-transatlantic-data-transfers>

INDUSTRY, RESEARCH AND ENERGY

Supporting analyses: Reforming EU Telecoms Rules to create a Digital Union

The European telecom regulatory framework has promoted low levels of network investments making it challenging to meet the broadband targets of the Digital Agenda for Europe. The concept of the digital divide should be revisited to properly consider the real essential needs of European citizens and firms. Updating the telecom rules should be complemented with demand-side policies. This study, provided by the Policy Department A at the request of the ITRE committee, assesses different policy options to improve the situation.

<http://www.europarl.europa.eu/committees/en/itre/supporting-analyses.html>

INTERNAL MARKET AND CONSUMER PROTECTION

Customs infringements and sanctions

Despite the fact that customs legislation is fully harmonised, its enforcement and the lawful imposition of sanctions lie within the ambit of MSs' national law. On 13.12.2013, the EC published a proposal for a Directive on a Union legal framework on customs infringements and sanctions with the objective of an effective implementation of customs law and its enforcement in the EU's customs union. It addresses infringements linked to the obligations stemming from the Union Customs Code (UCC).

On 22 January 2015, IMCO organised a hearing bringing together MEPs, lawyers and experts in the field of customs. The EP commissioned an independent study “*Analysis and effects of the*

different Member States' customs sanctioning system" to London Economics and PwC, which is to be published by January 2016. A preliminary draft study was presented in IMCO meeting on 13 October 2015. The rapporteur on the file, Ms Kallas (ALDE), discussed the file with her Shadows at the IMCO meeting of 14 January 2016. Consideration of the draft Report is expected for the IMCO meeting of 22 February.

<http://www.europarl.europa.eu/committees/en/imco/subject-files.html?id=20151009CDT00402>

Draft Opinion: Unfair commercial trading practices in the food supply chain

<http://www.europarl.europa.eu/sides/getDoc.do?pubRef=-%2f%2fEP%2f%2fNONGML%2bCOMPARL%2bPE-578.464%2b02%2bDOC%2bPDF%2bV0%2f%2fEN>

Draft Opinion: Delivering a New Deal for Energy Consumers

<http://www.europarl.europa.eu/sides/getDoc.do?pubRef=-%2f%2fEP%2f%2fNONGML%2bCOMPARL%2bPE-576.999%2b01%2bDOC%2bPDF%2bV0%2f%2fEN>

Timetable: Unfair commercial trading practices in the food supply chain

	IMCO	ECON
Deadline to send the draft opinion to translation	By 25 February 2016 at the latest	
Consideration of the draft opinion	14/15 March 2016	Consideration of draft report : 16 March 2016
Deadline for tabling AM	21 March at noon	
Consideration of AM / CA	20 April 2016	
Vote	20/21 April 2016	25 April 2016
Vote in Plenary		May II 2016 (mini plenary)

Timetable: Delivering a New Deal for Energy Consumers

	ITRE	IMCO
Deadline to send the draft opinion to translation	22 January 2016	26 January 2016
Consideration of the draft opinion	22 February	22-23 February 2016
Deadline for amendments	25 February, noon	24 February, noon
Consideration of AM / CA	7 April 2016	14 March 2016
Vote	21 April 2016	15 March 2016
Vote in Plenary	May/June 2016 (tbc)	-----

Timetable: Union legal framework for customs infringements and sanctions (2013/0432 (COD))

Hearing in IMCO	22 January 2015
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Draft Study presented in IMCO committee	13 October 2015
Discussion in IMCO without draft Report	14 January 2016
Draft report to translation	2 February 2016
Consideration of draft report	22 February 2016
Deadline for tabling amendments	16 March 2016 at noon
Consideration of amendments	20/21 April 2016
Consideration of compromise amendments	23/24 May 2016
Adoption in IMCO	14 June 2016
Plenary	tbc

To see the timetable 2016

<https://polcms.secure.europarl.europa.eu/cmsdata/upload/9e3b4a0f-300e-422b-8dce-689b34042660/Timetables%20March%202016.pdf>

INTERNATIONAL TRADE

TiSA talks: open up new markets for EU firms but protect EU consumers and public services

Negotiations on a Trade in Services Agreement (TiSA), with countries representing 70% of world trade in services, should deliver international rules and more opportunities for EU firms to supply services such as transport and telecoms in third countries. But "nothing should prevent EU, national and local authorities from maintaining, improving and applying their laws", notably on labour and data protection, say international trade MEPs in recommendations, voted on 18 February, to EU negotiators.

<http://www.europarl.europa.eu/news/en/news-room/20160118IPR10380/TiSA-talks-Trade-MEPs-recommendations>

LEGAL AFFAIRS

Trade secrets: EP/Council deal backed by Legal Affairs Committee

A provisional deal on new rules to help firms win **legal redress against theft or misuse of their trade secrets** was endorsed by the Legal Affairs Committee on 28 January. The deal, struck by Parliament and Council negotiators in December, now needs to be endorsed by Parliament as a whole as well as the Council of Ministers.

It would oblige EU member states to ensure that victims of misuse of trade secrets are able to defend their rights in court and to seek compensation. The agreed text also lays down rules to protect confidential information during legal proceedings.

<http://www.europarl.europa.eu/news/en/news-room/20160126IPR11511/Trade-secrets-EP-Council-deal-backed-by-Legal-Affairs-Committee>

Supporting Analyses: The Evidentiary Effects of Authentic Acts in the Member States of the European Union, in the Context of Successions

Summary The EU Succession Regulation (Regulation 650/2012) allows for cross-border circulation of authentic instruments in a matter of succession. Authentic instruments are documents created by authorised authorities which benefit from certain evidential advantages. As this Regulation does not harmonise Member State substantive laws or procedures concerning succession the laws relating to the domestic evidentiary effects of succession authentic

instruments remain diverse. Article 59 of the Succession Regulation requires the Member States party to the Regulation to give succession authentic instruments the evidentiary effects they would enjoy in their Member State of origin. The only limits on this obligation being public policy or the irreconcilability of the authentic instrument with a court decision, court settlement or another authentic instrument. This study, which was commissioned by the Policy Department for Citizen's Rights and Constitutional Affairs of the European Parliament upon request of the Committee on Legal Affairs, provides an information resource for legal practitioners concerning the evidentiary effects of succession authentic instruments in the 25 Member States bound by the Succession Regulation. It also makes recommendations for best practice.

[http://www.europarl.europa.eu/RegData/etudes/STUD/2016/556935/IPOL_STU\(2016\)556935_EN.pdf](http://www.europarl.europa.eu/RegData/etudes/STUD/2016/556935/IPOL_STU(2016)556935_EN.pdf)

Supporting Analyses: The New EU Proposal for Harmonised Rules for the Online Sales of Tangible Goods (COM (2015) 635): Conformity, Lack of Conformity and Remedies

http://www.epgencms.europarl.europa.eu/cmsdata/upload/3f55190a-e9dc-43f0-a977-b7ee0e824485/pe_536.492_en_print.pdf

Draft Report on the proposal for a Council Regulation on jurisdiction, applicable law and the recognition and enforcement of decisions regarding the property consequences of registered partnerships

<http://www.europarl.europa.eu/sides/getDoc.do?pubRef=-%2f%2fEP%2f%2fNONSGML%2bCOMPARL%2bPE-580.491%2b01%2bDOC%2bPDF%2bV0%2f%2fEN>

Draft Report on the draft regulation of the European Parliament and of the Council on the transfer to the General Court of the European Union of jurisdiction at first instance in disputes between the Union and its servants

<http://www.europarl.europa.eu/sides/getDoc.do?pubRef=-%2f%2fEP%2f%2fNONSGML%2bCOMPARL%2bPE-578.532%2b02%2bDOC%2bPDF%2bV0%2f%2fEN>

Timetable: Transfer to the General Court of the EU of jurisdiction at first instance in disputes between the Union and its servants

Consideration of draft report	22 March 2015
Deadline for tabling amendments	23 March 2016
JURI vote + vote on mandate	21 April 2016
Report back to committee	24 May 2016
Vote on the text agreed during interinstitutional negotiation	24 May 2016

OTHERS

Trade secrets: protecting creation and innovation in Europe

European companies are renowned for their innovation but this is put at risk by industrial espionage. Parliament and the Council have provisionally agreed new rules to better protect them on 28 January. "The directive aims to protect innovation and creation in Europe," said



French EPP member Constance Le Grip, who led negotiations on behalf of Parliament. The deal was endorsed by the legal affairs committee on 28 January and it will now be up to all MEPs to vote on it.

<http://www.europarl.europa.eu/news/en/news-room/20160127STO11614/Trade-secrets-protecting-creation-and-innovation-in-Europe>

COUNCIL OF THE EUROPEAN UNION

Better law-making agreement adopted by the Council

The Council, the European Parliament and the Commission will cooperate more closely to ensure a better delivery to European citizens and businesses. That is the main purpose of a better law-making agreement adopted by the Council on 15 March 2016.

"This agreement is not just about how the EU institutions operate, it will actually deliver very real benefits for citizens and companies. Laws will become simpler to understand and implement. That will make the life of citizens, businesses and the administration easier", said Bert Koenders, the Foreign Minister of the Netherlands and President of the Council.

The agreement improves the way the EU legislates in a number of ways:

- Each year, the Council, the Parliament and the Commission will discuss the EU's legislative priorities and agree common top priorities for the upcoming year. This will allow the three institutions to work more closely together to tackle the big challenges which lie ahead
- Impact assessments of new initiatives will become more comprehensive by taking account a wider range of aspects, including the impact on competitiveness, in particular for SMEs, administrative burden and the cost of not taking action at EU level. This will be done in full respect of the principle of subsidiarity. The aim is to ensure that EU laws are always based on well-informed decisions
- The three institutions will evaluate existing EU laws with a view to simplifying them and avoid overregulation and administrative burdens, including through an annual burden survey. This is to make sure that EU laws are fit for purpose and do not put an unnecessary burden on citizens, companies and public administrations
- A joint database on the progress of legislative files will be set up. This will enhance the transparency of the work of the three institutions and make it possible to the public to follow more easily the legislative procedure

<http://www.consilium.europa.eu/en/press/press-releases/2016/03/15-better-lawmaking-agreement/>

Corporate tax avoidance: Council agrees its stance on the exchange of tax-related information on multinationals

On 8 March 2016, the Council agreed its stance, pending the European Parliament's opinion, on a draft directive on the exchange of tax-related information on the activities of multinational companies.

The United Kingdom strongly supported this stance pending consultation of its parliament. The directive will implement, at EU level, an OECD recommendation requiring multinationals to report tax-related information, detailed country-by-country, and requiring national tax authorities to exchange that information automatically.



<http://www.consilium.europa.eu/en/press/press-releases/2016/03/08-corporate-tax-avoidance/>

Council Conclusions on “The Single Market Strategy for services and goods”

<http://data.consilium.europa.eu/doc/document/ST-6622-2016-INIT/en/pdf>

European Court of Auditor's Special Report No 16/2015 "Improving the security of energy supply by developing the internal energy market: more efforts needed" - Adoption of Council conclusions

<http://data.consilium.europa.eu/doc/document/ST-6026-2016-INIT/en/pdf>

EUROPEAN NETWORKS OF NATIONAL AUTHORITIES

BEREC (Body of European Regulators for Electronic Communication)

BEREC has adopted its opinion on the phase II investigation (DE/2015/1816)

BEREC has adopted a BEREC Opinion on Phase II investigation pursuant to Article 7 of Directive 2002/21/EC as amended by Directive 2009/140/EC: DE/2016/1816, “Wholesale call termination on individual public telephone networks provided at a fixed location in Germany”.

On 18 November 2015 the European Commission (EC) registered a notification from the German national regulatory authority, Bundesnetzagentur (BNetzA), concerning the markets for wholesale call termination on individual public telephone networks provided at the fixed location in Germany (corresponding to Market 1 in EC Recommendation 2014/710/EU of 9 October 2014).

Following its role and rules BEREC adopted its opinion, stating that the expressed serious doubts by the EC are justified. For more specific information about the serious doubts of the EC and BEREC’s assessment please consult BEREC Opinion on Phase II investigation (DE/2015/1816).

http://berec.europa.eu/eng/news_and_publications/whats_new/3577-berec-has-adopted-its-opinion-on-phase-ii-investigation-de20151816

BEREC chair presents BEREC Opinion on the Review of Telecoms Framework

BEREC Chair Wilhelm Eschweiler presented BEREC opinion on Review of the Telecoms Framework at a meeting of the Committee on Industry, Research and Energy in the European Parliament in Brussels.

“According to BEREC now is the right moment in time to undertake a second refresh of our regulatory framework to respond to new market developments and consumer needs. BEREC recommends when moving ahead we should preserve our guiding principles and common regulatory objectives that have proven to be successful and are future proof: promotion of competition and investment; promotion of the internal market and empowerment and protection of end users,” said W. Eschweiler during his presentation.

He also stressed that “refreshing” of the regulation should be led by the following principles:

- Pursue most efficient, proportionate and least intrusive regulatory approaches in accordance with national market conditions;
- Regulatory details to be defined bottom-up by national regulators as they know best their national markets. The future framework should allow for sufficient flexibility for NRAs in that regard;
- Regulation, co-regulation and deregulation to be applied according to the needs of the respective markets.

“An evolutionary development of the European regulatory framework for electronic communications is at the heart of the future way to our common objective: the Digital Single Market and, Telecoms Framework review is a central pillar of its strategy as announced by the Commission last year,” concluded W. Eschweiler.

http://berec.europa.eu/eng/news_and_publications/whats_new/3566-berec-chair-presents-berec-opinion-on-review-of-the-telecoms-framework

BEREC has started its work to develop European Net Neutrality Guidelines

BEREC Net Neutrality Expert Working Group co-chair Frode Sørensen took part in the #NetCompetition seminar on 26 January 2016 in the European Parliament in Brussels, where he presented BEREC work to develop European Net Neutrality guidelines.

“BEREC is tasked to develop European Net Neutrality guidelines in order to contribute to the consistent application of the net neutrality regulation in Europe,” said F.Sorensen during his presentation. “And BEREC is performing this task in close cooperation with the European Commission.”

http://berec.europa.eu/eng/news_and_publications/whats_new/3551-berec-has-started-its-work-to-develop-european-net-neutrality-guidelines

CEER (Council of European Energy Rregulators)

CEER calls for competitive markets with active consumers to deliver the “New Deal” for Europe’s energy consumers

At the Citizens’ Energy (London) Forum (23-24 February), Věra Jourová, EU Commissioner for Justice, Consumers and Gender Equality, promised a “new deal” 2 for all energy consumers.

http://www.ceer.eu/portal/page/portal/EER_HOME/EER_PUBLICATIONS/PRESS_RELEASES/2016/PR-16-02_RegulatorsCall4CompetitiveMarketsLondonForum_2016-02-24.pdf

CEER Response to European Commission Public Consultation on the Review of Directive 2012/27/EU on Energy Efficiency

http://www.ceer.eu/portal/page/portal/EER_HOME/EER_PUBLICATIONS/CEER_PAPERS/Customer/Tab6/C16-CRM-96-04_EC_PC_EED_Response_290116.pdf

CEER Status Status Review on the Implementation of DSO and TSO’s Unbundling Provisions of the 3rd Energy Package

http://www.ceer.eu/portal/page/portal/EER_HOME/EER_PUBLICATIONS/CEER_PAPERS/Cross-Sectoral/2016/C15-LTF-43-03_DSO-Unbundling_Status_Review-1-Apr-2016.pdf

http://www.ceer.eu/portal/page/portal/EER_HOME/EER_PUBLICATIONS/CEER_PAPERS/Cross-Sectoral/2016/C15-LTF-43-04_TSO-Unbundling_Status_Review-1-Apr-2016.pdf

ECN (European Competition Network)

HCC Accepts Commitments Proposed by the Public Power Corporation with regard to the Supply of Electricity to Aluminium of Greece S.A.

HCC Accepts Commitments Proposed by the Public Power Corporation with regard to the Supply of Electricity to Aluminium of Greece S.A. By a unanimous decision, the Hellenic Competition Commission (HCC) accepted commitments proposed by the Public Power Corporation S.A. (PPC), the incumbent producer and supplier of electricity in Greece, to address competition concerns with regard to the supply of electricity to Aluminium of Greece S.A. (Aluminium), active in the production of aluminium and the biggest high voltage electricity consumer in Greece. The HCC's investigation in the markets for the production and trade of electricity was initiated following a complaint by Aluminium and its parent group Mytilineos Holdings (group of companies also active in the energy sector) for alleged abuse of dominance by PPC (article 102 TFEU and art. 2 of the Greek Competition Act). **The dispute between the parties dates since 2006, when the long term contract for the supply of electricity from PPC to Aluminium expired and many negotiations as well as arbitration procedures between the two parties have taken place.** Following the issuance of an arbitration decision on October 2013 setting the conditions and rates for the supply of electricity to Aluminium (PPC contests the decision on the ground that the rates fixed are below cost), and after a year of fruitless communications, in the beginning of 2015 PPC declared the termination of the supply of electricity to Aluminium and requested by extra-judicial notices to the power transmission operator ("ADMIE") to take the necessary steps so that Aluminium electricity meters would no longer be represented by PPC. The complainants alleged that PPC refused to supply Aluminium without justification and imposed on the latter unfair and discriminatory trading conditions, thereby also foreclosing a competitor in the upstream electricity production market.

PPC proposed commitments to meet the preliminary competition concerns expressed by the HCC, according to which it shall:

- Immediately withdraw its request to the power transmission operator ("ADMIE") to no longer represent Aluminium's electricity meters, revoke the declaration of discontinuation of power supply to Aluminium and the termination of the commercial relationship for power supply with the latter and, subsequently, publicize the said retraction.
- Continue to supply Aluminium on the current terms and conditions.
- Conduct negotiations with Aluminium concerning the fees for the supply of electricity to Aluminium on the basis of the pertinent legislation and regulatory framework, to be completed within 3 months with the conclusion of a supply agreement between the parties.
- Abstain from similar actions until the conclusion of the negotiations / the resolution of the dispute, provided that Aluminium continues to pay the fees it currently pays.

The HCC made the above commitments binding on the undertaking concerned without concluding whether or not there has been or still there is an infringement. In case of non-compliance by PPC S.A., the HCC may impose fines in accordance with the Greek Competition Act.

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



European Research Council



PGNiG, Poland's leading gas supplier, fined for failing to fully comply with a commitment decision

The Office of Competition and Consumer Protection (UOKiK) has fined Polskie Górnictwo Naftowe i Gazownictwo (PGNiG), a leading Polish oil and gas company, EUR 2.45 mln for failing to comply with a part of the commitment decision it had accepted in December 2013. The commitment required PGNiG to remove from its contracts provisions preventing customers from reducing the amount of gas they had ordered.

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

OTHERS

BEUC (The European Consumer Organization)

European Parliament calls for TiSA agreement that protects and benefits consumers

Today, the European Parliament's plenary adopted recommendations to the European Commission on the ongoing 'Trade in Services' (TiSA) agreement.

Monique Goyens, Director General of The European Consumer Organisation (BEUC), commented: "It is good news for consumers that Members of the European Parliament are saying that trade deals must deliver for consumers and be more transparent. We expect the Commission to heed this call during negotiations to conclude a deal on trade in services.

"Today's vote underlines that consumer protection measures must not be seen as obstacles to trade. TiSA – or any other trade deal – must bring concrete benefits to consumers, whilst safeguarding both present and future levels of protection. We are particularly pleased to see the Parliament pick up real consumer concerns, such as high telecom prices, lack of consumer redress or geoblocking practices. Such recommendations are crucial to make balanced trade deals that work for people."

TiSA is an agreement currently being negotiated by the EU and 22 countries. Its objective is to liberalise and facilitate trade in services like e-commerce, telecommunications, financial services and transport.

<http://www.beuc.eu/publications/european-parliament-calls-tisa-agreement-protects-and-benefits-consumers/html>

Green Paper on Retail Financial Services Beuc response to the Commission consultation

BEUC welcomes the Commission's Green Paper, aimed at improving consumer outcomes in the retail finance area. We acknowledge that retail finance markets are still largely national affairs and that price differences in Member States exist, suggesting potential benefits for more cross-border sales and competition. It is in the interest of traditional financial service providers to maintain fragmented markets and substantial access barriers for new providers in order to limit competition. New business models and innovative players, together with increasing online distribution could also boost client switching levels, give access to a wider range of products, reduce costs and improve overall consumer outcomes.

However, solely relying on boosting cross-border sales will not suffice. Consumers buying retail finance products, regardless of where they live in the EU, primarily need better financial products and suitable advice, wherever they come from. Financial services rank rock-bottom among all the sectors in terms of consumer trust and satisfaction in the Commission's Consumer Scoreboards.

Efforts for boosting consumer trust in retail finance should focus therefore on creating better choice for consumers. Tools like product standardisation and simplification could really help, especially for the majority of the consumers who are not engaged in making active financial choices. Increased standardisation of financial products across the EU would also be instrumental in pushing more intra-EU competition.

In addition, digitalisation in retail finance will bring a whole new set of opportunities and risks to consumers. The way consumers will manage their personal finance is set for serious change. Consequently, protecting consumers in this area will require new approaches too.

In our consultation response we make suggestions on how to better raise consumer awareness, incentivise switching, enhance competition, enforcement and redress mechanisms, to ultimately raise consumer trust and achieve well-functioning EU retail financial services markets for them.

http://www.beuc.eu/publications/beuc-x-2016-027_fal_beuc_position_green_paper_financial_services.pdf

BEUC Response: Discussion Paper on Automation In Financial Advice

Good and affordable financial advice is hard to find for consumers when taking important financial decisions. Digital technology is set to challenge the current advice models, which are overly costly and prone to sales pressure. Automated advice could help filling the void left by incumbents, but also brings new pitfalls for consumers.

http://www.beuc.eu/publications/beuc-x-2016-025_gve_automation_in_financial_advice.pdf

BEUC Response: Public Consultation on Geo-Blocking and Other Geographically-Based Restrictions When Shopping and Accessing Information In The EU

http://www.beuc.eu/publications/beuc-x-2016-023_geoblocking_in_ecommerce_beuc_response_to_consultation.pdf

BEUC Response to the Commission's Call for Evidence: EU Regulatory Framework for Financial Services

http://www.beuc.eu/publications/beuc-x-2016-010_call_for_evidence_fs_regulatory_framework_beuc_response.pdf

Trustworthy 'Green Electricity' Tariffs: Policy Recommendations for More Transparency, Better Choice and Environmental Benefits

http://www.beuc.eu/publications/beuc-x-2016-002_jmu_trustworthy_green_electricity_tariffs.pdf