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⁽¹⁾ Text with EEA relevance

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I

(Acts adopted under the EC Treaty/Euratom Treaty whose publication is obligatory)

REGULATIONS

COMMISSION REGULATION (EC) No 95/2009

of 2 February 2009

establishing the standard import values for determining the entry price of certain fruit and vegetables

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EC) No 1234/2007 of 22 October 2007 establishing a common organisation of agricultural markets and on specific provisions for certain agricultural products (Single CMO Regulation) ⁽¹⁾,

Having regard to Commission Regulation (EC) No 1580/2007 of 21 December 2007 laying down implementing rules for Council Regulations (EC) No 2200/96, (EC) No 2201/96 and (EC) No 1182/2007 in the fruit and vegetable sector ⁽²⁾, and in particular Article 138(1) thereof,

Whereas:

Regulation (EC) No 1580/2007 lays down, pursuant to the outcome of the Uruguay Round multilateral trade negotiations, the criteria whereby the Commission fixes the standard values for imports from third countries, in respect of the products and periods stipulated in Annex XV, Part A thereto,

HAS ADOPTED THIS REGULATION:

Article 1

The standard import values referred to in Article 138 of Regulation (EC) No 1580/2007 are fixed in the Annex hereto.

Article 2

This Regulation shall enter into force on 3 February 2009.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 2 February 2009.

For the Commission

Jean-Luc DEMARTY

*Director-General for Agriculture and
Rural Development*

⁽¹⁾ OJ L 299, 16.11.2007, p. 1.

⁽²⁾ OJ L 350, 31.12.2007, p. 1.

ANNEX

Standard import values for determining the entry price of certain fruit and vegetables

(EUR/100 kg)

CN code	Third country code ⁽¹⁾	Standard import value
0702 00 00	JO	71,2
	MA	46,7
	TN	129,8
	TR	113,5
	ZZ	90,3
0707 00 05	JO	167,2
	MA	105,6
	TR	177,5
	ZZ	150,1
0709 90 70	MA	126,0
	TR	118,0
	ZZ	122,0
0709 90 80	EG	82,9
	ZZ	82,9
0805 10 20	EG	51,5
	IL	50,4
	MA	56,1
	TN	42,1
	TR	58,1
	ZZ	51,6
0805 20 10	IL	190,1
	MA	88,0
	TR	63,0
	ZZ	113,7
0805 20 30, 0805 20 50, 0805 20 70, 0805 20 90	CN	70,2
	IL	78,6
	JM	75,5
	PK	73,9
	TR	64,2
	ZZ	72,5
0805 50 10	MA	51,7
	TR	49,1
	ZZ	50,4
0808 10 80	CA	86,3
	CL	67,8
	CN	66,2
	MK	31,6
	US	109,3
	ZZ	72,2
0808 20 50	CL	71,6
	CN	33,7
	TR	40,0
	US	105,6
	ZA	88,5
	ZZ	67,9

⁽¹⁾ Nomenclature of countries laid down by Commission Regulation (EC) No 1833/2006 (OJ L 354, 14.12.2006, p. 19). Code 'ZZ' stands for 'of other origin'.

COMMISSION REGULATION (EC) No 96/2009**of 2 February 2009****amending Regulation (EC) No 93/2009 fixing the import duties in the cereals sector applicable from 1 February 2009**

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EC) No 1234/2007 of 22 October 2007 establishing a common organisation of agricultural markets and on specific provisions for certain agricultural products (Single CMO Regulation) ⁽¹⁾,

Having regard to Commission Regulation (EC) No 1249/96 of 28 June 1996 laying down detailed rules for the application of Council Regulation (EEC) No 1766/92 in respect of import duties in the cereals sector ⁽²⁾, and in particular Article 2(1) thereof,

Whereas:

- (1) The import duties in the cereals sector applicable from 1 February 2009 were fixed by Commission Regulation (EC) No 93/2009 ⁽³⁾.

- (2) As the average of the import duties calculated differs by more than EUR 5/tonne from that fixed, a corresponding adjustment must be made to the import duties fixed by Regulation (EC) No 93/2009.

- (3) Regulation (EC) No 93/2009 should therefore be amended accordingly,

HAS ADOPTED THIS REGULATION:

Article 1

Annexes I and II to Regulation (EC) No 93/2009 are hereby replaced by the text in the Annex to this Regulation.

Article 2

This Regulation shall enter into force on the day of its publication in the *Official Journal of the European Union*.

It shall apply from 3 February 2009.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 2 February 2009.

For the Commission

Jean-Luc DEMARTY

*Director-General for Agriculture and
Rural Development*

⁽¹⁾ OJ L 299, 16.11.2007, p. 1.

⁽²⁾ OJ L 161, 29.6.1996, p. 125.

⁽³⁾ OJ L 29, 31.1.2009, p. 38.

ANNEX I

Import duties on the products referred to in Article 136(1) of Regulation (EC) No 1234/2007 applicable from 3 February 2009

CN code	Description	Import duties ⁽¹⁾ (EUR/t)
1001 10 00	Durum wheat, high quality	0,00
	medium quality	0,00
	low quality	0,00
1001 90 91	Common wheat seed	0,00
ex 1001 90 99	High quality common wheat, other than for sowing	0,00
1002 00 00	Rye	20,60
1005 10 90	Maize seed other than hybrid	16,72
1005 90 00	Maize, other than seed ⁽²⁾	16,72
1007 00 90	Grain sorghum other than hybrids for sowing	20,60

⁽¹⁾ For goods arriving in the Community via the Atlantic Ocean or via the Suez Canal the importer may benefit, under Article 2(4) of Regulation (EC) No 1249/96, from a reduction in the duty of:

- 3 EUR/t, where the port of unloading is on the Mediterranean Sea, or
- 2 EUR/t, where the port of unloading is in Denmark, Estonia, Ireland, Latvia, Lithuania, Poland, Finland, Sweden, the United Kingdom or the Atlantic coast of the Iberian peninsula.

⁽²⁾ The importer may benefit from a flatrate reduction of EUR 24 per tonne where the conditions laid down in Article 2(5) of Regulation (EC) No 1249/96 are met.

ANNEX II

Factors for calculating the duties laid down in Annex I

30.1.2009

1. Averages over the reference period referred to in Article 2(2) of Regulation (EC) No 1249/96:

(EUR/t)

	Common wheat ⁽¹⁾	Maize	Durum wheat, high quality	Durum wheat, medium quality ⁽²⁾	Durum wheat, low quality ⁽³⁾	Barley
Exchange	Minneapolis	Chicago	—	—	—	—
Quotation	198,21	116,02	—	—	—	—
Fob price USA	—	—	240,07	230,07	210,07	128,75
Gulf of Mexico premium	58,31	17,18	—	—	—	—
Great Lakes premium	—	—	—	—	—	—

⁽¹⁾ Premium of 14 EUR/t incorporated (Article 4(3) of Regulation (EC) No 1249/96).⁽²⁾ Discount of 10 EUR/t (Article 4(3) of Regulation (EC) No 1249/96).⁽³⁾ Discount of 30 EUR/t (Article 4(3) of Regulation (EC) No 1249/96).

2. Averages over the reference period referred to in Article 2(2) of Regulation (EC) No 1249/96:

Freight costs: Gulf of Mexico–Rotterdam: 10,53 EUR/t

Freight costs: Great Lakes–Rotterdam: 8,00 EUR/t

COMMISSION REGULATION (EC) No 97/2009**of 2 February 2009****implementing Regulation (EC) No 295/2008 of the European Parliament and of the Council
concerning structural business statistics, as regards the use of the flexible module****(Text with EEA relevance)**

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

HAS ADOPTED THIS REGULATION:

Having regard to the Treaty establishing the European Community,

Having regard to Regulation (EC) No 295/2008 of the European Parliament and of the Council of 11 March 2008 concerning structural business statistics ⁽¹⁾, and in particular Article 3(4) thereof,

Whereas:

- (1) Regulation (EC) No 295/2008 established a common framework for the collection, compilation, transmission and evaluation of Community statistics on the structure, activity, competitiveness and performance of businesses in the Community.
- (2) It is necessary to plan the use of the flexible module referred to in Article 3(2)(j) of that Regulation in close cooperation with Member States and to decide its scope, list of characteristics, reference period, activities to be covered and quality requirements.
- (3) Access to finance is a major policy constraint in most Member States and the Community alike. There is strong evidence that European enterprises suffer from a financing gap, especially if they grow fast or if they are characterised as young firms. Therefore statistics are needed to enable the situation of these enterprises to be analysed in comparison to all small and medium-sized enterprises. These data should be extracted from existing sources if possible.
- (4) Any further necessary technical details will be subject to guidelines and recommendations elaborated by the Commission (Eurostat) in close cooperation with Member States.
- (5) The measures provided for in this Regulation are in accordance with the opinion of the Statistical Programme Committee,

Article 1

The flexible module referred to in Article 3(2)(j) of Regulation (EC) No 295/2008 shall be used to produce statistics on access to finance by businesses. The scope of the data collection shall be enterprises in the non-financial business community with 10 to 249 persons employed in 2005 and which were still active in 2008 and have 10 or more persons employed in the reference period as stated in Article 6, and as sub-populations high-growth enterprises (average annualised employment growth of more than 20 % per annum over the period from 2005 to 2008) and 'gazelles' (high-growth enterprises that are up to five years old), first established in 2003 or 2004.

Article 2

In order to limit the burden on businesses and the costs to the Member States, existing data from administrative sources shall be used, if possible.

Article 3

The characteristics included in the data collection shall be:

- (a) the relevance of the ownership situation at the start of the enterprise and at the observation time for access to finance;
- (b) the degree and success rates of all attempts to obtain various sorts of internal and external financing and the reasons for not obtaining such financing;
- (c) the extent of guarantees for business loans;
- (d) the perception by the owner/manager of the cost and burden of obtaining business loans and of the enterprise's financial situation;
- (e) the importance of the choice of financial institution (geographic proximity, in particular cross-border situations, foreign vs. domestic ownership, prior client status, etc.);
- (f) the debt/turnover ratio and other correlations of finance characteristics in the enterprise accounts and their importance for future business growth;

⁽¹⁾ OJ L 97, 9.4.2008, p. 13.

- (g) the perceived need for future financing and its forms and the reasons for this need;
- (h) the perceived link of finance options and their availability and perspectives for employment growth;
- (i) the perception of overall administrative burden on enterprises;
- (j) the effort required to reply to a questionnaire (if any) on access to finance.

Article 4

Activities to be covered shall be the following aggregates of the common statistical classification of economic activities in the European Community as established by Regulation (EC) No 1893/2006 of the European Parliament and of the Council ⁽¹⁾ (NACE Rev. 2), insofar as they constitute market activities:

- (a) B to E (industry);
- (b) F (construction);
- (c) G to N (services, aggregated except J, K (financial services) and M);
- (d) J (ICT services);
- (e) M (professional, scientific, technical services).

Article 5

The competent national authorities in Member States shall transmit the results on the characteristics referred to in Article 3 of this Regulation, including confidential data, to the Commission (Eurostat) in accordance with the existing Community provisions on transmission of data subject to statistical confidentiality, in particular Council Regulation (Euratom, EEC) No 1588/90 of 11 June 1990 on the transmission of data subject to statistical confidentiality to the Statistical Office of the European Communities ⁽²⁾.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 2 February 2009.

Those Community provisions shall apply to the treatment of the results, insofar as they include confidential data. The data shall be transmitted in electronic form. The transmission format shall be in conformity with the interchange standards specified by the Commission (Eurostat). Data shall be transmitted or uploaded by electronic means to the single entry point for data, maintained by the Commission (Eurostat).

Article 6

The reference period shall be that period in 2010 during which the data are either gathered from existing sources or collected from enterprises.

Article 7

The quality requirement shall be the delivery of data sets covering the following number of statistical units per participating Member State:

- Germany, Spain, France, Italy and United Kingdom: 1 800 respondent enterprises each, or the equivalent in existing data;
- Belgium, Bulgaria, Ireland, Greece, Netherlands, Poland, Slovakia and Sweden: 900 respondent enterprises each, or the equivalent in existing data;
- Denmark and Finland: 500 respondent enterprises each, or the equivalent in existing data;
- Latvia and Lithuania: 300 respondent enterprises each, or the equivalent in existing data;
- Cyprus and Malta: 233 respondent enterprises each, or the equivalent in existing data.

Article 8

This Regulation shall enter into force on the 20th day following its publication in the *Official Journal of the European Union*.

For the Commission

Joaquín ALMUNIA

Member of the Commission

⁽¹⁾ OJ L 393, 30.12.2006, p. 1.

⁽²⁾ OJ L 151, 15.6.1990, p. 1.

COMMISSION REGULATION (EC) No 98/2009

of 2 February 2009

entering certain names in the register of protected designations of origin and protected geographical indications (Aceite de La Alcarria (PDO), Radicchio di Verona (PGI), Zafferano di Sardegna (PDO), Huîtres Marennes Oléron (PGI))

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EC) No 510/2006 of 20 March 2006 on the protection of geographical indications and designations of origin for agricultural products and foodstuffs ⁽¹⁾, and in particular the first subparagraph of Article 7(4) thereof,

Whereas:

- (1) In accordance with the first subparagraph of Article 6(2) of Regulation (EC) No 510/2006, Spain's application to register the name 'Aceite de La Alcarria', Italy's applications to register the names 'Radicchio di Verona' and 'Zafferano di Sardegna', and France's application to

register the name 'Huîtres Marennes Oléron' have been published in the *Official Journal of the European Union* ⁽²⁾.

- (2) As no objection under Article 7 of Regulation (EC) No 510/2006 has been received by the Commission, these names should be entered in the register,

HAS ADOPTED THIS REGULATION:

Article 1

The names contained in the Annex to this Regulation are hereby entered in the register.

Article 2

This Regulation shall enter into force on the 20th day following its publication in the *Official Journal of the European Union*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 2 February 2009.

For the Commission

Mariann FISCHER BOEL

Member of the Commission

⁽¹⁾ OJ L 93, 31.3.2006, p. 12.

⁽²⁾ OJ C 112, 7.5.2008, p. 39 (Aceite de La Alcarria), OJ C 114, 9.5.2008, p. 11 (Radicchio di Verona), OJ C 117, 14.5.2008, p. 39 (Zafferano di Sardegna), OJ C 118, 15.5.2008, p. 35 (Huîtres Marennes Oléron).

ANNEX

Agricultural products intended for human consumption listed in Annex I to the Treaty:

Class 1.5. Oils and fats (butter, margarine, oils, etc.)

SPAIN

Aceite de La Alcarria (PDO)

Class 1.6. Fruit, vegetables and cereals, fresh or processed

ITALY

Radicchio di Verona (PGI)

Class 1.7. Fresh fish, molluscs and crustaceans and products derived therefrom

FRANCE

Huîtres Marennes Oléron (PGI)

Class 1.8. Other products of Annex I to the Treaty (spices, etc.)

ITALY

Zafferano di Sardegna (PDO)

DIRECTIVES

DIRECTIVE 2008/122/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL

of 14 January 2009

on the protection of consumers in respect of certain aspects of timeshare, long-term holiday product, resale and exchange contracts

(Text with EEA relevance)

THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty establishing the European Community, and in particular Article 95 thereof,

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Economic and Social Committee ⁽¹⁾,

Acting in accordance with the procedure laid down in Article 251 of the Treaty ⁽²⁾,

Whereas:

(1) Since the adoption of Directive 94/47/EC of the European Parliament and of the Council of 26 October 1994 on the protection of purchasers in respect of certain aspects of contracts relating to the purchase of the right to use immovable properties on a timeshare basis ⁽³⁾, timeshare has evolved and new holiday products similar to it have appeared on the market. These new holiday products and certain transactions related to timeshare, such as resale contracts and exchange contracts, are not covered by Directive 94/47/EC. In addition, experience with the application of Directive 94/47/EC has shown that some subjects already covered need to be updated or clarified, in order to prevent the development of products aiming at circumventing this Directive.

(2) The existing regulatory gaps create appreciable distortions of competition and cause serious problems

for consumers, thus hindering the smooth functioning of the internal market. Directive 94/47/EC should therefore be replaced by a new up-to-date directive. Since tourism plays an increasingly important role in the economies of the Member States, greater growth and productivity in the timeshare and long-term holiday product industries should be encouraged by adopting certain common rules.

(3) In order to enhance legal certainty and fully achieve the benefits of the internal market for consumers and businesses, the relevant laws of the Member States need to be approximated further. Therefore, certain aspects of the marketing, sale and resale of timeshares and long-term holiday products as well as the exchange of rights deriving from timeshare contracts should be fully harmonised. Member States should not be allowed to maintain or introduce in their national legislation provisions diverging from those laid down in this Directive. Where no such harmonised provisions exist, Member States should remain free to maintain or introduce national legislation in conformity with Community law. Thus, Member States should, for instance, be able to maintain or introduce provisions on the effects of exercising the right of withdrawal in legal relationships falling outside the scope of this Directive or provisions according to which no commitment may be entered into between a consumer and a trader of a timeshare or long-term holiday product, nor any payment made between those persons, as long as the consumer has not signed a credit agreement to finance the purchase of those services.

(4) This Directive should be without prejudice to the application by Member States, in accordance with Community law, of the provisions of this Directive to areas not within its scope. Member States could therefore maintain or introduce national legislation corresponding to the provisions of this Directive or certain of its provisions in relation to transactions that fall outside the scope of this Directive.

(5) The different contracts covered by this Directive should be clearly defined in such a way as to preclude circumvention of its provisions.

⁽¹⁾ OJ C 44, 16.2.2008, p. 27.

⁽²⁾ Opinion of the European Parliament of 22 October 2008 (not yet published in the Official Journal) and Council Decision of 18 December 2008.

⁽³⁾ OJ L 280, 29.10.1994, p. 83.

- (6) For the purposes of this Directive, timeshare contracts should not be understood as covering multiple reservations of accommodation, including hotel rooms, in so far as multiple reservations do not imply rights and obligations beyond those arising from separate reservations. Nor should timeshare contracts be understood as covering ordinary lease contracts since the latter refer to one single continuous period of occupation and not to multiple periods.
- (7) For the purposes of this Directive, long-term holiday product contracts should not be understood as covering ordinary loyalty schemes which provide discounts on future stays in the hotels of a hotel chain, since membership in the scheme is not obtained for consideration nor is the consideration paid by the consumer primarily for the purpose of obtaining discounts or other benefits in respect of accommodation.
- (8) This Directive should not affect the provisions of Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours ⁽¹⁾.
- (9) Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market (Unfair Commercial Practices Directive) ⁽²⁾ prohibits misleading, aggressive and other unfair commercial business-to-consumer practices. Given the nature of the products and the commercial practices related to timeshares, long-term holiday products, resale and exchange, it is appropriate to adopt more detailed and specific provisions regarding information requirements and sales events. The commercial purpose of invitations to sales events should be made clear to consumers. The provisions concerning pre-contractual information and the contract should be clarified and updated. In order to give consumers the possibility to acquaint themselves with the information before the conclusion of the contract, it should be provided by means which are easily accessible to them at that time.
- (10) Consumers should have the right, which should not be refused by traders, to be provided with pre-contractual information and the contract in a language, of their choice, with which they are familiar. In addition, in order to facilitate the execution and the enforcement of the contract, Member States should be allowed to determine that further language versions of the contract should be provided to consumers.
- (11) In order to provide consumers with the opportunity of fully understanding their rights and obligations under the contract, they should be allowed a period during which they may withdraw from the contract without having to justify the withdrawal and without bearing any cost. Currently the length of this period varies between Member States, and experience shows that the length prescribed in Directive 94/47/EC is not sufficiently long. The period should therefore be extended in order to achieve a high level of consumer protection and more clarity for consumers and traders. The length of the period, the modalities for and the effects of exercising the right of withdrawal should be harmonised.
- (12) Consumers should have effective remedies in the event that traders do not comply with the provisions regarding pre-contractual information or the contract, in particular those laying down that the contract should include all the information required and that the consumer should receive a copy of the contract at the time of its conclusion. In addition to the remedies existing under national law, consumers should benefit from an extended withdrawal period where information has not been provided by traders. The exercise of the right of withdrawal should remain free of charge during that extended period regardless of what services consumers may have enjoyed. The expiration of the withdrawal period does not preclude consumers from seeking remedies in accordance with national law for breaches of the information requirements.
- (13) Council Regulation (EEC, Euratom) No 1182/71 of 3 June 1971 determining the rules applicable to periods, dates and time limits ⁽³⁾ should apply to the calculation of the periods set out in this Directive.
- (14) The prohibition on advance payments to traders or any third party before the end of the withdrawal period should be clarified in order to improve consumer protection. For resale contracts, the prohibition of advance payment should apply until the actual sale takes place or the resale contract is terminated, but Member States should remain free to regulate the possibility and modalities of final payments to intermediaries where resale contracts are terminated.
- (15) For long-term holiday product contracts, the price to be paid in the context of a staggered payment schedule could take into consideration the possibility that subsequent amounts could be adjusted after the first year in order to ensure that the real value of those instalments is maintained, for instance to take account of inflation.
- (16) In the event of a consumer withdrawing from a contract where the price is entirely or partly covered by credit granted to the consumer by the trader or by a third party on the basis of an arrangement between that third party and the trader, the credit agreement should be terminated at no cost to the consumer. The same should apply to contracts for other related services provided by the trader or by a third party on the basis of an arrangement between that third party and the trader.

⁽¹⁾ OJ L 158, 23.6.1990, p. 59.

⁽²⁾ OJ L 149, 11.6.2005, p. 22.

⁽³⁾ OJ L 124, 8.6.1971, p. 1.

- (17) Consumers should not be deprived of the protection granted by this Directive where the law applicable to the contract is that of a Member State. The law applicable to a contract should be determined in accordance with the Community rules on private international law, in particular Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) ⁽¹⁾. Under that Regulation, the law of a third country may be applicable, in particular where consumers are targeted by traders whilst on holiday in a country other than their country of residence. Given that such commercial practices are common in the area covered by this Directive and that the contracts involve considerable amounts of money, an additional safeguard should be provided in certain specific situations, in particular where the courts of any Member State have jurisdiction over the contract, to ensure that the consumer is not deprived of the protection granted by this Directive. This concept reflects the particular needs of consumer protection arising from the typical complexity, long-term nature and financial relevance of the contracts falling within the scope of this Directive.
- (18) It should be determined in accordance with Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters ⁽²⁾ which courts have jurisdiction in proceedings which have as their object matters covered by this Directive.
- (19) In order to ensure that the protection afforded to consumers under this Directive is fully effective, in particular as regards compliance by traders with the information requirements both at the pre-contractual stage and in the contract, it is necessary that the Member States lay down effective, proportionate and dissuasive penalties for infringements of this Directive.
- (20) It is necessary to ensure that persons or organisations having, under national law, a legitimate interest in the matter have legal remedies for initiating proceedings against infringements of this Directive.
- (21) It is necessary to develop suitable and effective redress procedures in the Member States for settling disputes between consumers and traders. To this end, Member States should encourage the establishment of public or private bodies for settling disputes out of court.
- (22) Member States should ensure that consumers are effectively informed of the national provisions transposing this Directive and encourage traders and code owners to inform consumers about their codes of conduct in this field. With the aim of pursuing a high level of consumer protection, consumer organisations could be informed of, and involved in, the drafting of codes of conduct.
- (23) Since the objectives of this Directive cannot be sufficiently achieved by the Member States and can therefore be better achieved at Community level, the Community may adopt measures in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to eliminate the internal market barriers and achieve a high common level of consumer protection.
- (24) This Directive respects the fundamental rights and observes the principles recognised in particular by the European Convention on Human Rights and Fundamental Freedoms and the Charter of Fundamental Rights of the European Union.
- (25) In accordance with point 34 of the Interinstitutional agreement on better law-making ⁽³⁾, Member States are encouraged to draw up, for themselves and in the interests of the Community, their own tables, which will, as far as possible, illustrate the correlation between this Directive and the transposition measures, and to make them public,
- HAVE ADOPTED THIS DIRECTIVE:
- Article 1*
- Purpose and scope**
1. The purpose of this Directive is to contribute to the proper functioning of the internal market and to achieve a high level of consumer protection, by approximating the laws, regulations and administrative provisions of the Member States in respect of certain aspects of the marketing, sale and resale of timeshares and long-term holiday products as well as exchange contracts.
2. This Directive applies to trader-to-consumer transactions.
- This Directive is without prejudice to national legislation which:
- (a) provides for general contract law remedies;
- (b) relates to the registration of immovable or movable property and conveyance of immovable property;
- (c) relates to conditions of establishment or authorisation regimes or licensing requirements; and

⁽¹⁾ OJ L 177, 4.7.2008, p. 6.

⁽²⁾ OJ L 12, 16.1.2001, p. 1.

⁽³⁾ OJ C 321, 31.12.2003, p. 1.

- (d) relates to the determination of the legal nature of the rights which are the subject of the contracts covered by this Directive.

Article 2

Definitions

1. For the purposes of this Directive, the following definitions shall apply:

- (a) 'timeshare contract' means a contract of a duration of more than one year under which a consumer, for consideration, acquires the right to use one or more overnight accommodation for more than one period of occupation;
- (b) 'long-term holiday product contract' means a contract of a duration of more than one year under which a consumer, for consideration, acquires primarily the right to obtain discounts or other benefits in respect of accommodation, in isolation or together with travel or other services;
- (c) 'resale contract' means a contract under which a trader, for consideration, assists a consumer to sell or buy a timeshare or a long-term holiday product;
- (d) 'exchange contract' means a contract under which a consumer, for consideration, joins an exchange system which allows that consumer access to overnight accommodation or other services in exchange for granting to other persons temporary access to the benefits of the rights deriving from that consumer's timeshare contract;
- (e) 'trader' means a natural or legal person who is acting for purposes relating to that person's trade, business, craft or profession and anyone acting in the name of or on behalf of a trader;
- (f) 'consumer' means a natural person who is acting for purposes which are outside that person's trade, business, craft or profession;
- (g) 'ancillary contract' means a contract under which the consumer acquires services which are related to a timeshare contract or long-term holiday product contract and which are provided by the trader or a third party on the basis of an arrangement between that third party and the trader;
- (h) 'durable medium' means any instrument which enables the consumer or the trader to store information addressed personally to him in a way which is accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;

- (i) 'code of conduct' means an agreement or set of rules not imposed by law, regulation or administrative provision of a Member State which defines the behaviour of traders who undertake to be bound by the code in relation to one or more particular commercial practices or business sectors;

- (j) 'code owner' means any entity, including a trader or group of traders, which is responsible for the formulation and revision of a code of conduct and/or for monitoring compliance with the code by those who have undertaken to be bound by it.

2. In calculating the duration of a timeshare contract or a long-term holiday product contract, as defined in points (a) and (b) of paragraph 1 respectively, any provision in the contract allowing for tacit renewal or prolongation shall be taken into account.

Article 3

Advertising

1. Member States shall ensure that any advertising specifies the possibility of obtaining the information referred to in Article 4(1) and indicates where it can be obtained.
2. Where a timeshare, long-term holiday product, resale or exchange contract is to be offered to a consumer in person at a promotion or sales event, the trader shall clearly indicate in the invitation the commercial purpose and the nature of the event.
3. The information referred to in Article 4(1) shall be available to the consumer at any time during the event.
4. A timeshare or a long-term holiday product shall not be marketed or sold as an investment.

Article 4

Pre-contractual information

1. In good time before the consumer is bound by any contract or offer, the trader shall provide the consumer, in a clear and comprehensible manner, with accurate and sufficient information, as follows:
- (a) in the case of a timeshare contract: by means of the standard information form as set out in Annex I and information as listed in Part 3 of that form;
- (b) in the case of a long-term holiday product contract: by means of the standard information form as set out in Annex II and information as listed in Part 3 of that form;

(c) in the case of a resale contract: by means of the standard information form as set out in Annex III and information as listed in Part 3 of that form;

(d) in the case of an exchange contract: by means of the standard information form as set out in Annex IV and information as listed in Part 3 of that form.

2. The information referred to in paragraph 1 shall be provided, free of charge, by the trader on paper or on another durable medium which is easily accessible to the consumer.

3. Member States shall ensure that the information referred to in paragraph 1 is drawn up in the language or one of the languages of the Member State in which the consumer is resident or a national, at the choice of the consumer, provided it is an official language of the Community.

Article 5

The timeshare, long-term holiday product, resale or exchange contract

1. Member States shall ensure that the contract is in writing, on paper or on another durable medium, and drawn up in the language or one of the languages of the Member State in which the consumer is resident or a national, at the choice of the consumer, provided it is an official language of the Community.

However, the Member State in which the consumer is resident may require that in addition:

(a) in every instance, the contract be provided to the consumer in the language or one of the languages of that Member State, provided it is an official language of the Community;

(b) in the case of a timeshare contract concerning one specific immovable property, the trader provide the consumer with a certified translation of the contract in the language or one of the languages of the Member State in which the property is situated, provided it is an official language of the Community.

The Member State on whose territory the trader carries out sale activities may require that, in every instance, the contract be provided to the consumer in the language or one of the languages of that Member State, provided it is an official language of the Community.

2. The information referred to in Article 4(1) shall form an integral part of the contract and shall not be altered unless the parties expressly agree otherwise or the changes result from

unusual and unforeseeable circumstances beyond the trader's control, the consequences of which could not have been avoided even if all due care had been exercised.

These changes shall be communicated to the consumer on paper or on another durable medium easily accessible to him, before the contract is concluded.

The contract shall expressly mention any such changes.

3. In addition to the information referred to in Article 4(1), the contract shall include:

(a) the identity, place of residence and signature of each of the parties; and

(b) the date and place of the conclusion of the contract.

4. Before the conclusion of the contract, the trader shall explicitly draw the consumer's attention to the existence of the right of withdrawal, the length of the withdrawal period referred to in Article 6, and the ban on advance payments during the withdrawal period referred to in Article 9.

The corresponding contractual clauses shall be signed separately by the consumer.

The contract shall include a separate standard withdrawal form, as set out in Annex V, intended to facilitate the exercise of the right of withdrawal in accordance with Article 6.

5. The consumer shall receive a copy or copies of the contract at the time of its conclusion.

Article 6

Right of withdrawal

1. In addition to the remedies available to the consumer under national law in the event of breach of the provisions of this Directive, Member States shall ensure that the consumer is given a period of 14 calendar days to withdraw from the timeshare, long-term holiday product, resale or exchange contract, without giving any reason.

2. The withdrawal period shall be calculated:

(a) from the day of the conclusion of the contract or of any binding preliminary contract; or

(b) from the day when the consumer receives the contract or any binding preliminary contract if it is later than the date referred to in point (a).

3. The withdrawal period shall expire:

- (a) after one year and 14 calendar days from the day referred to in paragraph 2 of this Article, where a separate standard withdrawal form as required by Article 5(4) has not been filled in by the trader and provided to the consumer in writing, on paper or on another durable medium;
- (b) after three months and 14 calendar days from the day referred to in paragraph 2 of this Article, where the information referred to in Article 4(1), including the applicable standard information form set out in Annexes I to IV, has not been provided to the consumer in writing, on paper or on another durable medium.

In addition, Member States shall provide for appropriate penalties in accordance with Article 15, in particular in the event that, on expiry of the withdrawal period, the trader has failed to comply with the information requirements set out in this Directive.

4. Where a separate standard withdrawal form as required by Article 5(4) has been filled in by the trader and provided to the consumer in writing, on paper or on another durable medium, within one year from the day referred to in paragraph 2 of this Article, the withdrawal period shall start from the day the consumer receives that form. Similarly, where the information referred to in Article 4(1), including the applicable standard information form set out in Annexes I to IV, has been provided to the consumer in writing, on paper or on another durable medium, within three months from the day referred to in paragraph 2 of this Article, the withdrawal period shall start from the day the consumer receives such information.

5. In the event that the exchange contract is offered to the consumer together with and at the same time as the timeshare contract, only a single withdrawal period in accordance with paragraph 1 shall apply to both contracts. The withdrawal period for both contracts shall be calculated according to the provisions of paragraph 2 as they apply to the timeshare contract.

Article 7

Modalities for exercising the right of withdrawal

Where the consumer intends to exercise the right of withdrawal the consumer shall, before the expiry of the withdrawal period, notify the trader on paper or on another durable medium of the decision to withdraw. The consumer may use the standard withdrawal form set out in Annex V and provided by the trader in accordance with Article 5(4). The deadline is met if the notification is sent before the withdrawal period has expired.

Article 8

Effects of exercising the right of withdrawal

1. The exercise of the right of withdrawal by the consumer terminates the obligation of the parties to perform the contract.

2. Where the consumer exercises the right of withdrawal, the consumer shall neither bear any cost nor be liable for any value corresponding to the service which may have been performed before withdrawal.

Article 9

Advance payment

1. Member States shall ensure that in relation to timeshare, long-term holiday product and exchange contracts any advance payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt or any other consideration to the trader or to any third party by the consumer before the end of the withdrawal period according to Article 6, is prohibited.

2. Member States shall ensure that in relation to resale contracts any advance payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt or any other consideration to the trader or to any third party by the consumer before the actual sale takes place or the resale contract is otherwise terminated, is prohibited.

Article 10

Specific provisions relating to long-term holiday product contracts

1. For long-term holiday product contracts, payment shall be made according to a staggered payment schedule. Any payment of the price specified in the contract otherwise than in accordance with the staggered payment schedule shall be prohibited. The payments, including any membership fee, shall be divided into yearly instalments, each of which shall be of equal value. The trader shall send a written request for payment, on paper or on another durable medium, at least fourteen calendar days in advance of each due date.

2. From the second instalment payment onwards, the consumer may terminate the contract without incurring any penalty by giving notice to the trader within fourteen calendar days of receiving the request for payment of each instalment. This right shall not affect rights to terminate the contract under existing national legislation.

Article 11

Termination of ancillary contracts

1. Member States shall ensure that, where the consumer exercises the right to withdraw from the timeshare or long-term holiday product contract, any exchange contract ancillary to it or any other ancillary contract is automatically terminated, at no cost to the consumer.

2. Without prejudice to Article 15 of Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers⁽¹⁾, where the price is fully or partly covered by a credit granted to the consumer by the trader, or by a third party on the basis of an arrangement between the third party and the trader, the credit agreement shall be terminated, at no cost to the consumer, where the consumer exercises the right to withdraw from the timeshare, long-term holiday product, resale or exchange contract.

3. The Member States shall lay down detailed rules on the termination of such contracts.

Article 12

Imperative nature of the Directive and application in international cases

1. Member States shall ensure that, where the law applicable to the contract is the law of a Member State, consumers may not waive the rights conferred on them by this Directive.

2. Where the applicable law is that of a third country, consumers shall not be deprived of the protection granted by this Directive, as implemented in the Member State of the forum if:

— any of the immovable properties concerned is situated within the territory of a Member State, or,

— in the case of a contract not directly related to immovable property, the trader pursues commercial or professional activities in a Member State or, by any means, directs such activities to a Member State and the contract falls within the scope of such activities.

Article 13

Judicial and administrative redress

1. Member States shall ensure that, in the interests of consumers, adequate and effective means exist to ensure compliance by traders with this Directive.

2. The means referred to in paragraph 1 shall include provisions whereby one or more of the following bodies, as determined by national law, shall be entitled to take action in accordance with national law before the courts or competent administrative bodies to ensure that the national provisions for implementing this Directive are applied:

(a) public bodies and authorities or their representatives;

(b) consumer organisations with a legitimate interest in protecting consumers;

(c) professional organisations with a legitimate interest in taking such action.

Article 14

Consumer information and out-of-court redress

1. Member States shall take appropriate measures to inform consumers of the national law transposing this Directive and shall encourage, where appropriate, traders and code owners to inform consumers of their codes of conduct.

The Commission shall encourage the drawing up at Community level, particularly by professional bodies, organisations and associations, of codes of conduct aimed at facilitating the implementation of this Directive, in conformity with Community law. It shall also encourage traders and their branch organisations to inform consumers of any such codes, including, where appropriate, by means of a specific marking.

2. Member States shall encourage the setting up or development of adequate and effective out-of-court complaints and redress procedures for the settlement of consumer disputes under this Directive and shall, where appropriate, encourage traders and their branch organisations to inform consumers of the availability of such procedures.

Article 15

Penalties

1. Member States shall provide for appropriate penalties in the event of a trader's failure to comply with the national provisions adopted pursuant to this Directive.

2. Those penalties shall be effective, proportionate and dissuasive.

Article 16

Transposition

1. Member States shall adopt and publish, by 23 February 2011, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those provisions.

They shall apply those provisions from 23 February 2011.

When Member States adopt those provisions, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall determine how such reference is to be made.

2. Member States shall communicate to the Commission the text of the main provisions of national law which they adopt in the field covered by this Directive.

⁽¹⁾ OJ L 133, 22.5.2008, p. 66.

*Article 17***Review**

The Commission shall review this Directive and report to the European Parliament and the Council no later than 23 February 2014.

If necessary, it shall make further proposals to adapt it to developments in the area.

The Commission may request information from the Member States and the national regulatory authorities.

*Article 18***Repeal**

Directive 94/47/EC shall be repealed.

References to the repealed Directive shall be construed as references to this Directive and shall be read in accordance with the correlation table in Annex VI.

*Article 19***Entry into force**

This Directive shall enter into force on the 20th day following its publication in the *Official Journal of the European Union*.

*Article 20***Addressees**

This Directive is addressed to the Member States.

Done at Strasbourg, 14 January 2009.

For the European Parliament

The President

H.-G. PÖTTERING

For the Council

The President

A. VONDRA

ANNEX I

STANDARD INFORMATION FORM FOR TIMESHARE CONTRACTS

Part 1:

Identity, place of residence and legal status of the trader(s) which will be party to the contract:
Short description of the product (e.g. description of the immovable property): Exact nature and content of the right(s):
Exact period within which the right which is the subject of the contract may be exercised and, if necessary, its duration: Date on which the consumer may start to exercise the contractual right: If the contract concerns a specific property under construction, date when the accommodation and services/ facilities will be completed/available:
Price to be paid by the consumer for acquiring the right(s): Outline of additional obligatory costs imposed under the contract; type of costs and indication of amounts (e.g. annual fees, other recurrent fees, special levies, local taxes):
A summary of key services available to the consumer (e.g. electricity, water, maintenance, refuse collection) and an indication of the amount to be paid by the consumer for such services: A summary of facilities available to the consumer (e.g. swimming pool or sauna): Are these facilities included in the costs indicated above? If not, specify what is included and what has to be paid for:
Is it possible to join an exchange scheme? If yes, specify the name of the exchange scheme: Indication of costs for membership/exchange:
Has the trader signed a code/codes of conduct and, if yes, where can it/they be found?

Part 2:

General information:

- The consumer has the right to withdraw from this contract without giving any reason within 14 calendar days from the conclusion of the contract or any binding preliminary contract or receipt of those contracts if that takes place later.
- During this withdrawal period, any advance payment by the consumer is prohibited. The prohibition concerns any consideration, including payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt etc. It includes not only payment to the trader, but also to third parties.
- The consumer shall not bear any costs or obligations other than those specified in the contract.
- In accordance with international private law, the contract may be governed by a law other than the law of the Member State in which the consumer is resident or is habitually domiciled and possible disputes may be referred to courts other than those of the Member State in which the consumer is resident or is habitually domiciled.

Signature of the consumer:

Part 3:

Additional information to which the consumer is entitled and where it can be obtained specifically (for instance, under which chapter of a general brochure) if not provided below:

1. INFORMATION ABOUT THE RIGHTS ACQUIRED

- conditions governing the exercise of the right which is the subject of the contract within the territory of the Member States(s) in which the property or properties concerned are situated and information on whether those conditions have been fulfilled or, if they have not, what conditions remain to be fulfilled,
- where the contract provides rights to occupy accommodation to be selected from a pool of accommodation, information on restrictions on the consumer's ability to use any accommodation in the pool at any time.

2. INFORMATION ON THE PROPERTIES

- where the contract concerns a specific immovable property, an accurate and detailed description of that property and its location; where the contract concerns a number of properties (multi-resorts), an appropriate description of the properties and their location; where the contract concerns accommodation other than immovable property, an appropriate description of the accommodation and the facilities,
- the services (e.g. electricity, water, maintenance, refuse collection) to which the consumer has or will have access to and under what conditions,
- where applicable, the common facilities, such as swimming pool, sauna, etc., to which the consumer has or may have access and under what conditions.

3. ADDITIONAL REQUIREMENTS FOR ACCOMMODATION UNDER CONSTRUCTION (where applicable)

- the state of completion of the accommodation and of the services rendering the accommodation fully operational (gas, electricity, water and telephone connections) and any facilities to which the consumer will have access,
- the deadline for completion of the accommodation and of the services rendering it fully operational (gas, electricity, water and telephone connections) and a reasonable estimate of the deadline for the completion of any facilities to which the consumer will have access,
- the number of the building permit and the name(s) and full address(es) of the competent authority or authorities,
- a guarantee regarding completion of the accommodation or a guarantee regarding reimbursement of any payment made if the accommodation is not completed and, where appropriate, the conditions governing the operation of such guarantees.

4. INFORMATION ON THE COSTS

- an accurate and appropriate description of all costs associated with the timeshare contract; how these costs will be allocated to the consumer and how and when such costs may be increased; the method for the calculation of the amount of charges relating to occupation of the property, the mandatory statutory charges (for example, taxes and fees) and the administrative overheads (for example, management, maintenance and repairs),
- where applicable, information on whether there are any charges, mortgages, encumbrances or any other liens recorded against title to the accommodation.

5. INFORMATION ON TERMINATION OF THE CONTRACT

- where appropriate, information on the arrangements for the termination of ancillary contracts and the consequences of such termination,
- conditions for terminating the contract, the consequences of termination, and information on any liability of the consumer for any costs which might result from such termination.

6. ADDITIONAL INFORMATION

- information on how maintenance and repairs of the property and its administration and management are arranged, including whether and how consumers may influence and participate in the decisions regarding these issues,
- information on whether or not it is possible to join a system for the resale of the contractual rights, information about the relevant system and an indication of costs related to resale through this system,
- indication of the language(s) available for communication with the trader in relation to the contract, for instance in relation to management decisions, increase of costs and the handling of queries and complaints,
- where applicable, the possibility for out-of-court dispute resolution.

Acknowledgement of receipt of information:

Signature of the consumer:

ANNEX II

STANDARD INFORMATION FORM FOR LONG-TERM HOLIDAY PRODUCT CONTRACTS

Part 1:

Identity, place of residence and legal status of the trader(s) which will be party to the contract:
Short description of the product: Exact nature and content of the right(s):
Exact period within which the right which is the subject of the contract may be exercised and, if necessary, its duration: Date on which the consumer may start to exercise the contractual right:
Price to be paid by the consumer for acquiring the right(s), including any recurring costs the consumer can expect to incur resulting from the right to obtain access to the accommodation, travel and any related products or services as specified: The staggered payment schedule setting out equal amounts of instalments of this price for each year of the length of the contract and the dates on which they are due to be paid: After year 1, subsequent amounts may be adjusted to ensure that the real value of those instalments is maintained, for instance to take account of inflation. Outline of additional obligatory costs imposed under the contract; type of costs and indication of amounts (e.g. annual membership fees):
A summary of key services available to the consumer (e.g. discounted hotel stays and flights): Are they included in the costs indicated above? If not, specify what is included and what has to be paid for (e.g. three-night stay included in annual membership fee, all other accommodation must be paid for separately):
Has the trader signed a code/codes of conduct and, if yes, where can it/they be found?

Part 2:

General information:

- The consumer has the right to withdraw from this contract without giving any reason within 14 calendar days from the conclusion of the contract or any binding preliminary contract or receipt of those contracts if that takes place later.
- During this withdrawal period, any advance payment by the consumer is prohibited. The prohibition concerns any consideration, including payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt etc. It includes not only payment to the trader, but also to third parties.
- The consumer has the right to terminate the contract without incurring any penalty by giving notice to the trader within 14 calendar days of receiving the request for payment for each annual instalment.
- The consumer shall not bear any costs or obligations other than those specified in the contract.
- In accordance with international private law, the contract may be governed by a law other than the law of the Member State in which the consumer is resident or is habitually domiciled and possible disputes may be referred to courts other than those of the Member State in which the consumer is resident or is habitually domiciled.

Signature of the consumer:

Part 3:

Additional information to which the consumer is entitled and where it can be obtained specifically (for instance, under which chapter of a general brochure) if not provided below:

1. INFORMATION ABOUT THE RIGHTS ACQUIRED

- an appropriate and correct description of discounts available for future bookings, illustrated by a set of examples of recent offers,
- information on the restrictions on the consumer's ability to use the rights, such as limited availability or offers provided on a first-come-first-served basis, time limits on particular promotions and special discounts.

2. INFORMATION ON THE TERMINATION OF THE CONTRACT

- where appropriate, information on the arrangements for the termination of ancillary contracts and the consequences of such termination,
- conditions for terminating the contract, the consequences of termination, and information on any liability of the consumer for any costs which might result from such termination.

3. ADDITIONAL INFORMATION

- indication of the language(s) available for communication with the trader in relation to the contract, for instance in relation to the handling of queries and complaints,
- where applicable, the possibility for out-of-court dispute resolution.

Acknowledgement of receipt of information:

Signature of the consumer:

ANNEX III

STANDARD INFORMATION FORM FOR RESALE CONTRACTS

Part 1:

Identity, place of residence and legal status of the trader(s) which will be party to the contract:
Short description of the services (e.g. marketing):
Duration of the contract:
Price to be paid by the consumer for acquiring the services: Outline of additional obligatory costs imposed under the contract; type of costs and indication of amounts (e.g. local taxes, notary fees, cost of advertising):
Has the trader signed a code/codes of conduct and, if yes, where can it/they be found?

Part 2:

General information: — The consumer has the right to withdraw from this contract without giving any reason within 14 calendar days from the conclusion of the contract or any binding preliminary contract or receipt of those contracts if that takes place later. — Any advance payment by the consumer is prohibited until the actual sale has taken place or the resale contract otherwise is terminated. The prohibition concerns any consideration, including payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt etc. It includes not only payment to the trader, but also to third parties. — The consumer shall not bear any costs or obligations other than those specified in the contract. — In accordance with international private law, the contract may be governed by a law other than the law of the Member State in which the consumer is resident or is habitually domiciled and possible disputes may be referred to courts other than those of the Member State in which the consumer is resident or is habitually domiciled. Signature of the consumer:

Part 3:

Additional information to which the consumer is entitled and where it can be obtained specifically (for instance, under which chapter of a general brochure) if not provided below:

- conditions for terminating the contract, the consequences of termination, and information on any liability of the consumer for any costs which might result from such termination,
- indication of the language(s) available for communication with the trader in relation to the contract, for instance in relation to the handling of queries and complaints,
- where applicable, the possibility for out-of-court dispute resolution.

Acknowledgement of receipt of information:

Signature of the consumer:

ANNEX IV

STANDARD INFORMATION FORM FOR EXCHANGE CONTRACTS

Part 1:

Identity, place of residence and legal status of the trader(s) which will be party to the contract:
Short description of the product: Exact nature and content of the right(s):
Exact period within which the right which is the subject of the contract may be exercised and, if necessary, its duration: Date on which the consumer may start to exercise the contractual right:
Price to be paid by the consumer for the exchange membership fees: Outline of additional obligatory costs imposed under the contract; type of costs and indication of amounts (e.g. renewal fees, other recurrent fees, special levies, local taxes):
A summary of key services available to the consumer: Are they included in the costs indicated above? If not, specify what is included and what has to be paid for (type of costs and indication of amounts; e.g. an estimate of the price to be paid for individual exchange transactions, including any additional charges):
Has the trader signed a code/codes of conduct and, if yes, where can it/they be found?

Part 2:

General information: — The consumer has the right to withdraw from this contract without giving any reason within 14 calendar days from the conclusion of the contract or any binding preliminary contract or receipt of those contracts if that takes place later. In cases where the exchange contract is offered together with and at the same time as the timeshare contract, only a single withdrawal period shall apply to both contracts. — During this withdrawal period, any advance payment by the consumer is prohibited. The prohibition concerns any consideration, including payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt etc. It includes not only payment to the trader, but also to third parties. — The consumer shall not bear any costs or obligations other than those specified in the contract, — In accordance with international private law, the contract may be governed by a law other than the law of the Member State in which the consumer is resident or is habitually domiciled and possible disputes may be referred to courts other than those of the Member State in which the consumer is resident or is habitually domiciled. Signature of the consumer:

Part 3:

Additional information to which the consumer is entitled and where it can be obtained specifically (for instance, under which chapter of a general brochure) if not provided below:

1. INFORMATION ABOUT THE RIGHTS ACQUIRED

- explanation of how the exchange system works; the possibilities and modalities for exchange; an indication of the value allotted to the consumer's timeshare in the exchange system and a set of examples of concrete exchange possibilities,
- an indication of the number of resorts available and the number of members in the exchange system, including any limitations on the availability of particular accommodation selected by the consumer, for example, as the result of peak periods of demand, the potential need to book a long time in advance, and indications of any restrictions on the choice resulting from the timeshare rights deposited into the exchange system by the consumer.

2. INFORMATION ON THE PROPERTIES

- a brief and appropriate description of the properties and their location; where the contract concerns accommodation other than immovable property, an appropriate description of the accommodation and the facilities; description of where the consumer can obtain further information.

3. INFORMATION ON THE COSTS

- information on the obligation on the trader to provide details before an exchange is arranged, in respect of each proposed exchange, of any additional charges for which the consumer is liable in respect of the exchange.

4. INFORMATION ON THE TERMINATION OF THE CONTRACT

- where appropriate, information on the arrangements for the termination of ancillary contracts and the consequences of such termination,
- conditions for terminating the contract, the consequences of termination, and information on any liability of the consumer for any costs which might result from such termination.

5. ADDITIONAL INFORMATION

- indication of the language(s) available for communication with the trader in relation to the contract, for instance in relation to the handling of queries and complaints,
- where applicable, the possibility for out-of-court dispute resolution.

Acknowledgement of receipt of information:

Signature of the consumer:

ANNEX V

SEPARATE STANDARD WITHDRAWAL FORM TO FACILITATE THE RIGHT OF WITHDRAWAL

Right of withdrawal

The consumer has the right to withdraw from this contract within 14 calendar days without giving any reason.

The right of withdrawal starts from (to be filled in by the trader before providing the form to the consumer).

Where the consumer has not received this form, the withdrawal period starts when the consumer has received this form, but expires in any case after one year and 14 calendar days.

Where the consumer has not received all the required information, the withdrawal period starts when the consumer has received that information, but expires in any case after three months and 14 calendar days.

To exercise the right of withdrawal, the consumer shall notify the trader using the name and address indicated below by using a durable medium (e.g. written letter sent by post, e-mail). The consumer may use this form, but it is not obligatory.

Where the consumer exercises the right of withdrawal, the consumer shall not be liable for any costs.

In addition to the right of withdrawal, national contract law rules may provide for consumer rights, e.g. to terminate the contract in case of omission of information.

Ban on advance payment

During the withdrawal period any advance payment by the consumer is prohibited. The prohibition concerns any consideration, including payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt, etc.

It includes not only payment to the trader, but also to third parties.

Notice of withdrawal

— To (Name and address of the trader) (*):

— I/We (**) hereby give notice that I/We (**) withdraw from the contract,

— Date of conclusion of contract (*):

— Name(s) of consumer(s) (***):

— Address(es) of consumer(s) (***):

— Signature(s) of consumer(s) (only if this form is notified on paper) (***):

— Date (***):

(*) To be filled in by the trader before providing the form to the consumer.

(**) Delete as appropriate.

(***) To be filled in by the consumer(s) where this form is used to withdraw from the contract.

Acknowledgement of receipt of information:

Signature of the consumer:

ANNEX VI

CORRELATION TABLE BETWEEN PROVISIONS OF THIS DIRECTIVE AND DIRECTIVE 94/47/EC

Directive 94/47/EC	This Directive
Article 1, first paragraph	Article 1(1) and Article 1(2), first subparagraph
Article 1, second paragraph	—
Article 1, third paragraph	Article 1(2), second subparagraph
Article 2, first indent	Article 2(1)(a)
—	Article 2(1)(b) (new)
—	Article 2(1)(c) (new)
—	Article 2(1)(d) (new)
Article 2, second indent	—
Article 2, third indent	Article 2(1)(e)
Article 2, fourth indent	Article 2(1)(f)
—	Article 2(1)(g) (new)
—	Article 2(1)(h) (new)
—	Article 2(1)(i) (new)
—	Article 2(1)(j) (new)
—	Article 2(2) (new)
Article 3(1)	Article 4(1)
Article 3(2)	Article 5(2)
Article 3(3)	Article 3(1)
—	Article 3(2) (new)
—	Article 3(3) (new)
—	Article 3(4) (new)
Article 4, first indent	Article 5(1), first subparagraph, and Article 5(2), first subparagraph
Article 4, second indent	Article 4(3) and Article 5(1)
—	Article 4(2) (new)
—	Article 5(4) (new)
—	Article 5(5) (new)
Article 5(1), introductory sentence	Article 6(1)
Article 5(1), first indent	Article 6(1) and Article 6(2)
Article 5(1), second indent	Article 6(3) and Article 6(4)
Article 5(1), third indent	Article 6(3)
—	Article 6(5) (new)

Directive 94/47/EC	This Directive
Article 5(2)	Article 7
—	Article 8(1) (new)
Article 5(3)	Article 8(2)
Article 5(4)	Article 8(2)
Article 6	Article 9(1)
—	Article 9(2) (new)
—	Article 10(1) (new)
—	Article 10(2) (new)
—	Article 11(1) (new)
Article 7, first paragraph	Article 11(2)
Article 7, second paragraph	Article 11(3)
Article 8	Article 12(1)
Article 9	Article 12(2)
Article 10	Articles 13 and 15
Article 11	—
—	Article 14(1) (new)
—	Article 14(2) (new)
Article 12	Article 16
—	Article 17 (new)
—	Article 18 (new)
—	Article 19 (new)
Article 13	Article 20
Annex	Annex I
Annex, point (a)	Article 5(3)(a), and Annex I, Part 1, first box
Annex, point (b)	Annex I, Part 1, third box, and Annex I, Part 3, point 1, first indent
Annex, point (c)	Annex I, Part 1, second box, and Annex I, Part 3, point 2, first indent
Annex, point (d)(1)	Annex I, Part 3, point 3, first indent
Annex, point (d)(2)	Annex I, Part 1, fourth box, and Annex I, Part 3, point 3, second indent
Annex, point (d)(3)	Annex I, Part 3, point 3, third indent
Annex, point (d)(4)	Annex I, Part 3, point 3, first indent
Annex, point (d)(5)	Annex I, Part 3, point 3, fourth indent
Annex, point (e)	Annex I, Part 1, sixth box, and Annex I, Part 3, point 2, second indent

Directive 94/47/EC	This Directive
Annex, point (f)	Annex I, Part 1, sixth box, and Annex I, Part 3, point 2, third indent
Annex, point (g)	Annex I, Part 3, point 6, first indent
Annex, point (h)	Annex I, Part 1, fourth box
Annex, point (i)	Annex I, Part 1, fifth and sixth boxes, and Annex I, Part 3, point 4, first indent
Annex, point (j)	Annex I, Part 2, third indent
Annex, point (k)	Annex I, Part 2, seventh box, and Annex I, Part 3, point 6, second indent
Annex, point (l)	Annex I, Part 2, first and third indents, Annex I, Part 3, point 5, first indent, and Annex V (new)
Annex, point (m)	Article 5(3)(b)
—	Annex I, Part 1, eighth box (new)
—	Annex I, Part 2, second indent (new)
—	Annex I, Part 2, fourth indent (new)
—	Annex I, Part 3, point 1, second indent (new)
—	Annex I, Part 3, point 4, second indent (new)
—	Annex I, Part 3, point 5, second indent (new)
—	Annex I, Part 3, point 6, third indent (new)
—	Annex I, Part 3, point 6, fourth indent (new)
—	Annexes II to V (new)

II

(Acts adopted under the EC Treaty/Euratom Treaty whose publication is not obligatory)

DECISIONS

COMMISSION

COMMISSION DECISION

of 27 January 2009

on the clearance of the accounts of the paying agencies of Estonia concerning expenditure in the field of rural development measures financed by the European Agricultural Guarantee Fund (EAGF) for the 2007 financial year

(notified under document number C(2009) 150)

(Only the Estonian text is authentic)

(2009/85/EC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

decision concerning expenditure in the field of rural development measures on the integrality, accuracy and veracity of the accounts submitted by the Estonian paying agency 'PRIA'.

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EC) No 1290/2005 of 21 June 2005 on the financing of the common agricultural policy ⁽¹⁾, and in particular Articles 30 and 39 thereof,

- (3) In accordance with Article 30(2) of Regulation (EC) No 1290/2005, this Decision does not prejudice decisions taken subsequently by the Commission excluding from Community financing expenditure not effected in accordance with Community rules,

After consulting the Committee on the Agricultural Funds,

HAS ADOPTED THIS DECISION:

Whereas:

Article 1

- (1) Commission Decision 2008/395/EC ⁽²⁾ cleared, for the 2007 financial year, the accounts of all the paying agencies except for the Estonian paying agency 'PRIA' and the Maltese paying agency 'MRAE'.

The accounts of the Estonian paying agency 'PRIA' concerning expenditure in the field of rural development measures financed by the European Agricultural Guarantee Fund (EAGF), in respect of the 2007 financial year, are hereby cleared.

- (2) Following the transmission of new information and after additional checks, the Commission can now take a

The amounts which are recoverable from, or payable to, the Member State pursuant to this Decision in the field of rural development measures applicable in Estonia are set out in Annex I and Annex II.

⁽¹⁾ OJ L 209, 11.8.2005, p. 1.

⁽²⁾ OJ L 139, 29.5.2008, p. 25.

Article 2

This Decision is addressed to the Republic of Estonia.

Done at Brussels, 27 January 2009.

For the Commission
Mariann FISCHER BOEL
Member of the Commission

ANNEX I

CLEARANCE OF THE PAYING AGENCIES' ACCOUNTS

FINANCIAL YEAR 2007 — EAGF RURAL DEVELOPMENT EXPENDITURE IN NEW MEMBER STATES

AMOUNT TO BE RECOVERED FROM OR PAID TO THE MEMBER STATE

MS	2007 — Expenditure for the paying agencies for which the accounts are			Total a + b	Reductions	Total	Interim payments reimbursed to the Member State for the financial year	Amount to be recovered from (–) or paid to (+) the Member State ⁽¹⁾
	cleared	disjoined						
		= expenditure declared in the annual declaration	= total of interim payments reimbursed to the Member State for the financial year					
	a	b	c = a + b	d	e = c + d	f	g = e – f	
EE	40 720 193,48	0,00	40 720 193,48	0,00	40 720 193,48	36 236 291,00	4 483 902,48	

⁽¹⁾ As payments have reached 95 % of the financial plan, the balance in respect of Estonia will be settled during the closure of the programme.

⁽¹⁾ As payments have reached 95 % of the financial plan, the balance in respect of Estonia will be settled during the closure of the programme.

ANNEX II

CLEARED EXPENDITURE BY EAGF RURAL DEVELOPMENT MEASURE FOR EXERCISE 2007 IN NEW MEMBER STATES

DIFFERENCES BETWEEN ANNUAL ACCOUNTS AND DECLARATIONS OF EXPENDITURE

MS	No	Measures	Expenditure 2007 Annex I column 'a'	Reductions Annex I column 'd'	Amount cleared for 2007 Annex I column 'e'
EE	No	Measures	i	ii	iii = i + ii
	1	Support of investments for management of animal waste	6 551 632,40	0,00	6 551 632,40
	2	Encouragement of the improvement and the development	20 321 752,46	0,00	20 321 752,46
	3	Encouragement for setting up producer groups	101 134,83	0,00	101 134,83
	4	Promotion of vocational training of farmers	2 566 539,21	0,00	2 566 539,21
	5	Technical and advisory service to farmers	6 225 307,60	0,00	6 225 307,60
	6	Early retirement	4 021 137,22	0,00	4 021 137,22
	7	Support for setting up young farmers	932 689,76	0,00	932 689,76
	8	Meeting EU standards	0,00	0,00	0,00
	9	Adoption of agri-environmental measures	0,00	0,00	0,00
	10	Agri-environmental actions for the protection of natural value	0,00	0,00	0,00
	11	Afforestation	0,00	0,00	0,00
	12	Improving of infrastructure for livestock development	0,00	0,00	0,00
	13	Less favourite areas	0,00	0,00	0,00
	14	Support for quality schemes	0,00	0,00	0,00
	15	Support of small scale, traditional processing	0,00	0,00	0,00
	16	Protection of agricultural and traditional landscapes	0,00	0,00	0,00
	17	Protection from forest fires and other natural disasters	0,00	0,00	0,00
	18	Afforestation of non-agricultural land	0,00	0,00	0,00
	19	Improvement of harvesting process	0,00	0,00	0,00
	20	Technical support of the implementation, monitoring	0,00	0,00	0,00
	21	Technical support of collective initiatives at local level	0,00	0,00	0,00
Total			40 720 193,48	0,00	40 720 193,48

COMMISSION DECISION

of 28 January 2009

on the clearance of the accounts of certain paying agencies in Austria, Belgium and Germany concerning expenditure financed by the European Agricultural Fund for Rural Development (EAFRD) for the 2007 financial year

*(notified under document number C(2009) 420)***(Only the German, Dutch and French texts are authentic)**

(2009/86/EC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EC) No 1290/2005 of 21 June 2005 on the financing of the common agricultural policy ⁽¹⁾, and in particular Articles 30 and 33 thereof,

After consulting the Committee on the Agricultural Funds,

Whereas:

- (1) Commission Decision 2008/397/EC ⁽²⁾ cleared, for the 2007 financial year, the accounts of all the paying agencies except for the Austrian paying agency 'AMA', the Belgian paying agencies 'ALV' and 'Région wallonne', the German paying agencies 'Baden-Württemberg' and 'Bayern', the Greek paying agency 'OPEKEPE', the Finnish paying agency 'MAVI' and the Portuguese paying agency 'IFAP'.
- (2) Following the transmission of new information and after additional checks, the Commission can now take a decision concerning expenditure financed by the European Agricultural Fund for Rural Development (EAFRD) on the integrality, accuracy and veracity of the accounts submitted by the Austrian paying agency 'AMA', the Belgian paying agencies 'ALV' and 'Région wallonne' and the German paying agencies 'Baden-Württemberg' and 'Bayern'.

- (3) In accordance with Article 30(2) of Regulation (EC) No 1290/2005, this Decision does not prejudice decisions taken subsequently by the Commission excluding from Community financing expenditure not effected in accordance with Community rules,

HAS ADOPTED THIS DECISION:

Article 1

The accounts of the paying agencies of the Austrian paying agency 'AMA', the Belgian paying agencies 'ALV' and 'Région wallonne' and the German paying agencies 'Baden-Württemberg' and 'Bayern' concerning expenditure financed by the European Agricultural Fund for Rural Development (EAFRD), in respect of the 2007 financial year, are hereby cleared.

The amounts which are recoverable from, or payable to, each Member State under each rural development programme pursuant to this Decision, including those resulting from the application of Article 33(8) of Regulation (EC) No 1290/2005, are set out in the Annex.

Article 2

This Decision is addressed to the Republic of Austria, the Kingdom of Belgium and the Federal Republic of Germany.

Done at Brussels, 28 January 2009.

For the Commission
Mariann FISCHER BOEL
Member of the Commission

⁽¹⁾ OJ L 209, 11.8.2005, p. 1.

⁽²⁾ OJ L 139, 29.5.2008, p. 40.

ANNEX

CLEARANCE OF DISJOINED EAFRD EXPENDITURE BY RURAL DEVELOPMENT PROGRAMME AND MEASURE FOR FINANCIAL YEAR 2007

AMOUNT TO BE RECOVERED FROM OR PAID TO THE MEMBER STATE PER PROGRAMME

(in EUR)

CCI: programme/ measure	Expenditure 2007	Corrections	Total	Non-reusable amounts	Accepted amount cleared for the financial year 2007	Interim payments reimbursed to the Member State for the financial year	Amount to be recovered from (-) or paid to (+) the Member State in the next declaration
AT: 2007AT06RPO001	i	ii	iii = i + ii	iv	v = iii - iv	vi	vii = v - vi
111	3 158 372,63	0,00	3 158 372,63	0,00	3 158 372,63	3 158 372,63	0,00
112	3 908 233,15	0,00	3 908 233,15	0,00	3 908 233,15	3 908 233,15	0,00
121	9 235 304,14	0,00	9 235 304,14	0,00	9 235 304,14	9 235 304,14	0,00
122	3 294 281,45	0,00	3 294 281,45	0,00	3 294 281,45	3 294 281,45	0,00
123	2 191 695,41	0,00	2 191 695,41	0,00	2 191 695,41	2 191 695,41	0,00
125	5 401 861,15	0,00	5 401 861,15	0,00	5 401 861,15	5 401 861,15	0,00
211	298 848,34	0,00	298 848,34	0,00	298 848,34	298 848,34	0,00
212	131 066,58	0,00	131 066,58	0,00	131 066,58	131 066,58	0,00
214	37 084 625,03	0,00	37 084 625,03	0,00	37 084 625,03	37 084 625,03	0,00
221	149 747,87	0,00	149 747,87	0,00	149 747,87	149 747,87	0,00
226	2 085 551,36	0,00	2 085 551,36	0,00	2 085 551,36	2 085 551,36	0,00
311	827 659,84	0,00	827 659,84	0,00	827 659,84	827 659,84	0,00
321	6 898 491,47	0,00	6 898 491,47	0,00	6 898 491,47	6 898 491,47	0,00
322	223 025,38	0,00	223 025,38	0,00	223 025,38	223 025,38	0,00
323	934 078,97	0,00	934 078,97	0,00	934 078,97	934 078,97	0,00
511	3 663 758,63	0,00	3 663 758,63	0,00	3 663 758,63	3 663 758,63	0,00
Total	79 486 601,40	0,00	79 486 601,40	0,00	79 486 601,40	79 486 601,40	0,00
BE: 2007BE06RPO001	i	ii	iii = i + ii	iv	v = iii - iv	vi	vii = v - vi
111	1 301 988,20	0,00	1 301 988,20	0,00	1 301 988,20	1 301 988,20	0,00
112	2 273 234,91	0,00	2 273 234,91	0,00	2 273 234,91	2 273 234,86	0,05
114	209 790,00	0,00	209 790,00	0,00	209 790,00	209 790,00	0,00
121	11 929 557,45	0,00	11 929 557,45	0,00	11 929 557,45	11 929 554,14	3,31
123	35 905,58	0,00	35 905,58	0,00	35 905,58	35 905,58	0,00
213	311 355,00	0,00	311 355,00	0,00	311 355,00	311 355,00	0,00
214	8 017 687,58	0,00	8 017 687,58	0,00	8 017 687,58	8 017 670,58	17,00
221	186 511,63	0,00	186 511,63	0,00	186 511,63	186 511,40	0,23
227	34 254,60	0,00	34 254,60	0,00	34 254,60	34 254,60	0,00
311	355 114,08	0,00	355 114,08	0,00	355 114,08	355 113,99	0,09
511	23 346,27	0,00	23 346,27	0,00	23 346,27	23 346,26	0,01
Total	24 678 745,30	0,00	24 678 745,30	0,00	24 678 745,30	24 678 724,61	20,69
BE: 2007BE06RPO002	i	ii	iii = i + ii	iv	v = iii - iv	vi	vii = v - vi
112	568 902,71	0,00	568 902,71	0,00	568 902,71	568 902,30	0,41
121	1 001 347,40	0,00	1 001 347,40	0,00	1 001 347,40	1 001 345,70	1,70
214	12 388 593,98	0,00	12 388 593,98	0,00	12 388 593,98	12 388 595,00	- 1,02
511	9 099,20	0,00	9 099,20	0,00	9 099,20	9 099,00	0,20
Total	13 967 943,29	0,00	13 967 943,29	0,00	13 967 943,29	13 967 942,00	1,29

(in EUR)

CCI: programme/ measure	Expenditure 2007	Corrections	Total	Non-reusable amounts	Accepted amount cleared for the financial year 2007	Interim payments reimbursed to the Member State for the financial year	Amount to be recovered from (-) of paid to (+) the Member State in the next declaration
DE: 2007DE06RPO003	i	ii	iii = i + ii	iv	v = iii - iv	vi	vii = v - vi
123	1 125 569,50	0,00	1 125 569,50	0,00	1 125 569,50	1 125 569,50	0,00
212	1 828 100,21	0,00	1 828 100,21	0,00	1 828 100,21	1 828 100,21	0,00
214	47 585 258,80	0,00	47 585 258,80	0,00	47 585 258,80	47 585 258,80	0,00
225	202 164,16	0,00	202 164,16	0,00	202 164,16	202 164,16	0,00
313	397 179,32	0,00	397 179,32	0,00	397 179,32	397 179,32	0,00
323	175 079,31	0,00	175 079,31	0,00	175 079,31	175 079,31	0,00
331	15 000,00	0,00	15 000,00	0,00	15 000,00	15 000,00	0,00
341	454 059,46	0,00	454 059,46	0,00	454 059,46	454 059,46	0,00
511	1 268,10	0,00	1 268,10	0,00	1 268,10	1 268,10	0,00
Total	51 783 678,86	0,00	51 783 678,86	0,00	51 783 678,86	51 783 678,86	0,00
DE: 2007DE06RPO004	i	ii	iii = i + ii	iv	v = iii - iv	vi	vii = v - vi
125	10 354 885,93	0,00	10 354 885,93	0,00	10 354 885,93	10 354 885,93	0,00
211	12 533 554,12	0,00	12 533 554,12	0,00	12 533 554,12	12 533 554,12	0,00
212	43 732 465,69	0,00	43 732 465,69	0,00	43 732 465,69	43 732 465,69	0,00
214	74 414 645,47	0,00	74 414 645,47	0,00	74 414 645,47	74 414 645,47	0,00
221	716 592,00	0,00	716 592,00	0,00	716 592,00	716 592,00	0,00
225	120 299,00	0,00	120 299,00	0,00	120 299,00	120 299,00	0,00
227	1 512 681,00	0,00	1 512 681,00	0,00	1 512 681,00	1 512 681,00	0,00
322	13 601 799,43	0,00	13 601 799,43	0,00	13 601 799,43	13 601 799,43	0,00
323	1 933 637,50	0,00	1 933 637,50	0,00	1 933 637,50	1 933 637,50	0,00
511	106 380,88	0,00	106 380,88	0,00	106 380,88	106 380,88	0,00
Total	159 026 941,02	0,00	159 026 941,02	0,00	159 026 941,02	159 026 941,02	0,00

COMMISSION DECISION

of 29 January 2009

on the clearance of the accounts of certain paying agencies in Estonia, The Netherlands and Portugal concerning expenditure financed by the European Agricultural Guarantee Fund (EAGF) for the 2007 financial year

(notified under document number C(2009) 414)

(Only the Estonian, Dutch and Portuguese texts are authentic)

(2009/87/EC)

THE COMMISSION OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Community,

Having regard to Council Regulation (EC) No 1290/2005 of 21 June 2005 on the financing of the common agricultural policy ⁽¹⁾, and in particular Articles 30 and 32 thereof,

After consulting the Committee on the Agricultural Funds,

Whereas:

- (1) Commission Decision 2008/396/EC ⁽²⁾ cleared, for the 2007 financial year, the accounts of all the paying agencies except for the Estonian paying agency 'PRIA', the Greek paying agency 'OPEKEPE', the Finnish paying agency 'MAVI', the Italian paying agency 'ARBEA', the Maltese paying agency 'MRAE', the Dutch paying agency 'Dienst Regelingen' and the Portuguese paying agencies 'IFADAP', 'INGA' and 'IFAP'.
- (2) Following the transmission of new information and after additional checks, the Commission can now take a decision on the integrality, accuracy and veracity of the accounts submitted by the Estonian paying agency 'PRIA', the Dutch paying agency 'Dienst Regelingen' and the Portuguese paying agency 'INGA'.
- (3) The first subparagraph of Article 10(2) of Commission Regulation (EC) No 885/2006 of 21 June 2006 laying down detailed rules for the application of Council Regulation (EC) No 1290/2005 as regards the accreditation of

paying agencies and other bodies and the clearance of the accounts of the EAGF and of the EAFRD ⁽³⁾ lays down that the amounts that are recoverable from, or payable to, each Member State, in accordance with the accounts clearance decision referred to in the first subparagraph of Article 10(1) of the said Regulation, shall be determined by deducting advances paid during the financial year in question, i.e. 2007, from expenditure recognised for that year in accordance with paragraph 1. Such amounts are to be deducted from, or added to, the advances against expenditure from the second month following that in which the accounts clearance decision is taken.

- (4) Pursuant to Article 32(5) of Regulation (EC) No 1290/2005, 50 % of the financial consequences of non-recovery of irregularities shall be borne by the Member State concerned and 50 % by the Community budget if the recovery of those irregularities has not taken place within four years of the primary administrative or judicial finding, or within eight years if the recovery is taken to the national courts. Article 32(3) of the said Regulation obliges Member States to submit to the Commission, together with the annual accounts, a summary report on the recovery procedures undertaken in response to irregularities. Detailed rules on the application of the Member States' reporting obligation of the amounts to be recovered are laid down in Regulation (EC) No 885/2006. Annex III to the said Regulation provides the model tables 1 and 2 that have to be provided in 2008 by the Member States. On the basis of the tables completed by the Member States, the Commission should decide on the financial consequences of non-recovery of irregularities older than four or eight years respectively. This Decision is without prejudice to future conformity decisions pursuant to Article 32(8) of Regulation (EC) No 1290/2005.

- (5) Pursuant to Article 32(6) of Regulation (EC) No 1290/2005, Member States may decide not to pursue recovery. Such a decision may only be taken if the costs already and likely to be incurred total more than the amount to be recovered or if the recovery proves impossible owing to the insolvency, recorded and recognised under national law, of the debtor or the persons legally responsible for the irregularity. If that

⁽¹⁾ OJ L 209, 11.8.2005, p. 1.

⁽²⁾ OJ L 139, 29.5.2008, p. 33.

⁽³⁾ OJ L 171, 23.6.2006, p. 90.

decision has been taken within four years of the primary administrative or judicial finding or within eight years if the recovery is taken to the national courts, 100 % of the financial consequences of the non-recovery should be borne by the Community budget. In the summary report referred to in Article 32(3) of Regulation (EC) No 1290/2005 the amounts for which the Member State decided not to pursue recovery and the grounds for the decision are shown. These amounts are not charged to the Member States concerned and are consequently to be borne by the Community budget. This Decision is without prejudice to future conformity decisions pursuant to Article 32(8) of the said Regulation.

- (6) In clearing the accounts of the paying agencies concerned, the Commission must take account of the amounts already withheld from the Member States concerned on the basis of Decision 2008/396/EC.
- (7) In accordance with Article 30(2) of Regulation (EC) No 1290/2005, this Decision does not prejudice decisions taken subsequently by the Commission excluding from Community financing expenditure not effected in accordance with Community rules,

HAS ADOPTED THIS DECISION:

Article 1

The accounts of the Estonian paying agency 'PRIA', the Dutch paying agency 'Dienst Regelingen' and the Portuguese paying agency 'INGA' concerning expenditure financed by the European Agricultural Guarantee Fund (EAGF), in respect of the 2007 financial year, are hereby cleared.

The amounts which are recoverable from, or payable to, each Member State concerned pursuant to this Decision, including those resulting from the application of Article 32(5) of Regulation (EC) No 1290/2005, are set out in the Annex.

Article 2

This Decision is addressed to the Republic of Estonia, the Kingdom of the Netherlands and the Portuguese Republic.

Done at Brussels, 29 January 2009.

For the Commission

Mariann FISCHER BOEL

Member of the Commission

ANNEX

CLEARANCE OF THE PAYING AGENCIES' ACCOUNTS

FINANCIAL YEAR 2007

AMOUNT TO BE RECOVERED FROM OR PAID TO THE MEMBER STATE

MS	2007 — Expenditure/assigned revenue for the paying agencies for which the accounts are		Total a + b	Reductions and suspensions for the whole financial year ⁽¹⁾	Reductions according to Article 32 of Regulation (EC) No 1290/2005	Total including reductions and suspensions	Payments made to the Member State for the financial year ⁽²⁾	Amount to be recovered from (-) or paid to (+) the Member State	Amount recovered from (-) or paid to (+) the Member State under Decision 2008/396/EC	Amount to be recovered from (-) or paid to (+) the Member State under this decision ⁽³⁾
	cleared	disjoined								
	= expenditure/assigned revenue declared in the annual declaration	= total of the expenditure/assigned revenue in the monthly declarations								
	a = xxxxxx - A (col.i)	b = xxxxxx - A (col.h)	c = a + b	d = xxxxxx - C1 (col. e)	e = xxxxxx - ART32	f = c + d + e	g	h = f - g	i	j = h - i
EE	48 756 155,26	0,00	48 756 155,26	0,00	0,00	48 756 155,26	43 218 699,70	5 537 455,56	0,00	5 537 455,56
EE	35 127 040,45	0,00	35 127 040,45	0,00	0,00	35 127 040,45	35 126 777,91	262,54	0,00	262,54
NL	1 013 075 985,35	0,00	1 013 075 985,35	- 197 851,62	- 99 891,82	1 012 778 241,91	1 014 343 940,20	- 1 565 698,29	0,00	- 1 565 698,29
PT	528 151 439,51	189 388 757,34	717 540 196,85	- 35 399,52	0,00	717 504 797,33	717 209 444,82	295 352,51	0,00	295 352,51

MS	Expenditure ⁽⁴⁾	Assigned revenue ⁽⁴⁾	Sugar Fund		Article 32 (= e)	Total (= i)
			Expenditure ⁽⁵⁾	Assigned revenue ⁽⁵⁾		
	05 07 01 06	6701	05 02 16 02	6803	6702	p = k + l + m + n + o
	k	l	m	n	o	
EE	5 537 455,56	0,00	0,00	0,00	0,00	5 537 455,56
EE	262,54	0,00	0,00	0,00	0,00	262,54
NL	163 611,00	- 1 629 417,47	0,00	0,00	- 99 891,82	- 1 565 698,29
PT	295 352,51	0,00	0,00	0,00	0,00	295 352,51

⁽¹⁾ In respect of NL, reductions made regarding 'other reductions' (EUR - 1 338,54) have already been booked by the Member State in the accounts. The reductions and suspensions are those taken into account in the payment system, to which are added in particular the corrections for the non-respect of payment deadlines established in August, September and October 2007.

⁽²⁾ Payments made in euro are broken down according to the currency of declarations. In case of EE the total expenditure has been divided in euro and national currency parts (Article 2 of Commission Regulation (EC) No 883/2006).

⁽³⁾ For the calculation of the amount to be recovered from or paid to the Member State, the amount taken into account is the total of the annual declaration for the expenditure cleared (column a), or the total of the monthly declarations for the expenditure disjoined (column b). Applicable exchange rate: Article 7(2) of Regulation (EC) No 883/2006.

⁽⁴⁾ If the assigned revenue part would be in the advantage of the Member State, it has to be declared under 05 07 01 06.

⁽⁵⁾ If the assigned revenue part of the Sugar Fund would be in the advantage of the Member State, it has to be declared under 05 02 16 02.

Note: Nomenclature 2009: 05 07 01 06, 05 02 16 02, 6701, 6702, 6803.

III

(Acts adopted under the EU Treaty)

ACTS ADOPTED UNDER TITLE V OF THE EU TREATY

COUNCIL DECISION 2009/88/CFSP

of 22 December 2008

concerning the conclusion of the Agreement between the European Union and the Republic of Djibouti on the status of the European Union-led forces in the Republic of Djibouti in the framework of the EU military operation Atalanta

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on European Union, and in particular Article 24 thereof,

Having regard to the recommendation from the Presidency,

Whereas:

- (1) On 15 May 2008 the United Nations Security Council (UNSC) adopted Resolution 1814 (2008) calling on States and regional organisations to take action to protect shipping involved in the transport and delivery of humanitarian aid to Somalia and in activities authorised by the United Nations.
- (2) On 2 June 2008, the UNSC adopted Resolution 1816 (2008) authorising, for a period of six months from the date of that Resolution, States cooperating with the Transitional Federal Government of Somalia (TFG), to enter the territorial waters of Somalia and to use, in a manner consistent with relevant international law, all necessary means to repress acts of piracy and armed robbery at sea. These provisions were extended for an additional period of 12 months by UNSC Resolution 1846 (2008), adopted on 2 December 2008.
- (3) On 10 November 2008, the Council adopted Joint Action 2008/851/CFSP on a European Union military operation to contribute to the deterrence, prevention and repression of acts of piracy and armed robbery off the Somali coast ⁽¹⁾ (operation Atalanta).
- (4) Article 11 of that Joint Action provides that the status of the European Union-led forces and their personnel who are stationed on the land territory of third States, or

operate in the territorial or internal waters of third States, shall be agreed in accordance with the procedure laid down in Article 24 of the Treaty. By letter dated 1 December 2008 sent to the Secretary-General/High Representative (SG/HR), the Government of the Republic of Djibouti stated its agreement to the deployment of a European force on its territory and its intention to conclude to that end an agreement on the status of the forces.

- (5) Following authorisation by the Council on 18 September 2007, in accordance with Article 24 of the Treaty, the Presidency, assisted by the SG/HR, negotiated an Agreement between the European Union and the Republic of Djibouti on the status of the European Union-led forces in the Republic of Djibouti.

- (6) That Agreement should be approved,

HAS DECIDED AS FOLLOWS:

Article 1

The Agreement between the European Union and the Republic of Djibouti on the status of the European Union-led forces in the Republic of Djibouti in the framework of the EU military operation Atalanta is hereby approved on behalf of the European Union.

The text of the Agreement is attached to this Decision.

Article 2

The President of the Council is hereby authorised to designate the person(s) empowered to sign the Agreement in order to bind the European Union.

⁽¹⁾ OJ L 301, 12.11.2008, p. 33.

Article 3

This Decision shall take effect on the day of its adoption.

Article 4

This Decision shall be published in the *Official Journal of the European Union*.

Done at Brussels, 22 December 2008.

For the Council

The President

B. KOUCHNER

TRANSLATION

AGREEMENT

between the European Union and the Republic of Djibouti on the status of the European Union-led forces in the Republic of Djibouti in the framework of the EU military operation Atalanta

THE EUROPEAN UNION (EU),

of the one part, and

THE REPUBLIC OF DJIBOUTI, hereinafter referred to as 'the Host State',

of the other part,

Together hereinafter referred to as the 'Parties',

Concerned by the upsurge in piracy and armed robbery against vessels transporting humanitarian aid and vessels sailing off the Somali coast,

TAKING INTO ACCOUNT:

- United Nations (UN) Security Council Resolutions 1814 (2008), 1838 (2008) and 1846 (2008),
- the letter from the Republic of Djibouti dated 1 December 2008 accepting in particular the presence of members of the EU naval force on its territory,
- Joint Action 2008/851/CFSP of the Council of the European Union of 10 November 2008 on a European Union military operation to contribute to the deterrence, prevention and repression of acts of piracy and armed robbery off the Somali coast (operation Atalanta),
- that this Agreement will not affect the Parties' rights and obligations under international agreements and other instruments establishing international courts and tribunals, including the Statute of the International Criminal Court,

HAVE AGREED AS FOLLOWS:

*Article 1***Scope and definitions**

1. This Agreement shall apply to the European Union-led forces and to their personnel.

2. This Agreement shall apply only within the territory of the Host State, including its internal waters, territorial sea and airspace.

3. For the purpose of this Agreement:

- (a) 'European Union-led forces (EUNAVFOR)' shall mean EU military headquarters and national contingents contributing to the operation, their vessels, their aircraft, their equipment and their means of transport;
- (b) 'operation' shall mean the preparation, establishment, execution and support of the military mission further to the mandate arising out of UN Security Council Resolutions

1814 (2008) and 1816 (2008) and any subsequent relevant UN Security Council Resolutions and the UN Convention on the Law of the Sea signed on 10 December 1982;

- (c) 'Operation Commander' shall mean the Commander of the Operation;
- (d) 'EU Force Commander' shall mean the Commander in the theatre of operations;
- (e) 'EU military headquarters' shall mean the military headquarters and elements thereof, whatever their location, under the authority of EU military commanders exercising the military command or control of the operation;
- (f) 'national contingents' shall mean units, vessels, aircraft and elements, in particular protection detachments and embarked military forces on board merchant vessels, belonging to the Member States of the European Union and to other States participating in the operation;

- (g) 'EUNAVFOR personnel' shall mean the civilian and military personnel assigned to EUNAVFOR as well as personnel deployed for the preparation of the operation, personnel on mission and police personnel escorting persons arrested by EUNAVFOR, for a Sending State or an EU institution in the framework of the operation, present, except as otherwise provided in this Agreement, within the territory of the Host State, with the exception of personnel employed locally and personnel employed by international commercial contractors;
- (h) 'personnel employed locally' shall mean personnel who are nationals of or permanently resident in the Host State;
- (i) 'facilities' shall mean all premises, accommodation and land required for EUNAVFOR and EUNAVFOR personnel;
- (j) 'Sending State' shall mean a State providing a national contingent for EUNAVFOR;
- (k) 'waters' shall mean the internal waters and territorial sea of the Host State and the airspace above those waters;
- (l) 'official correspondence' shall mean all correspondence relating to the operation and its functions.

Article 2

General provisions

1. EUNAVFOR and EUNAVFOR personnel shall respect the laws and regulations of the Host State and shall refrain from any action or activity incompatible with the objectives of the operation.
2. EUNAVFOR shall inform the government of the Host State, in advance and on a regular basis, of the number of EUNAVFOR personnel transiting through or stationed within the Host State's territory and of the identity of the vessels, aircraft and units operating in the waters of the Host State or making calls to its ports.

Article 3

Identification

1. EUNAVFOR personnel present on the land territory of the Host State must carry passports or military identity cards with them at all times.
2. EUNAVFOR vehicles, aircraft, vessels and other means of transport shall carry distinctive EUNAVFOR identification markings and/or registration plates, of which the relevant Host State authorities shall be notified in advance.
3. EUNAVFOR shall have the right to display the flag of the European Union and markings such as military insignia, titles

and official symbols on its facilities, vehicles and other means of transport. The uniforms of EUNAVFOR personnel shall carry a distinctive EUNAVFOR emblem. National flags or insignia of the constituent national contingents of the operation may be displayed on EUNAVFOR facilities, vehicles and other means of transport and uniforms, as decided by the EU Force Commander.

Article 4

Border crossing and movement within the Host State's territory

1. EUNAVFOR personnel shall enter the Host State's territory only on presentation of a valid passport and, in the case of first entry, except for the crews of EUNAVFOR vessels and aircraft, of an individual or collective movement order issued by EUNAVFOR. They shall be exempt from immigration inspections and customs control on entering, leaving or within the Host State's territory. The crews of EUNAVFOR vessels and aircraft shall be exempt from visa regulations.
2. EUNAVFOR personnel shall be exempt from the Host State's regulations on the registration and control of aliens, but shall not acquire any right to permanent residence or domicile within the Host State's territory.
3. The Host State shall be provided, for information purposes, with a general list of EUNAVFOR assets entering its territory. These assets shall carry EUNAVFOR identification markings. EUNAVFOR shall be exempt from any requirement to produce other customs documentation, and from any inspection.
4. EUNAVFOR personnel may drive motor vehicles, navigate vessels and operate aircraft within the Host State's territory provided they have valid national, international or military driving licences, ship master's certificates or pilot licences, as appropriate, issued by one of the Sending States.
5. For the purpose of the operation, the Host State shall grant EUNAVFOR and EUNAVFOR personnel freedom of movement and freedom to travel within its territory, including its waters and air space. Freedom of movement within the territorial sea of the Host State shall include stopping and anchoring.
6. For the purpose of the operation, EUNAVFOR may carry out, within the Host State's waters, the launching, landing or taking on board of any aircraft or military device.
7. For the purpose of the operation, EUNAVFOR and the means of transport that it charters may use public roads, bridges, ferries, airports and ports without the payment of taxes and similar charges. EUNAVFOR shall not be exempt from charges for services requested and received.

*Article 5***Privileges and immunities of EUNAVFOR granted by the Host State**

1. EUNAVFOR's facilities, vessels and aircraft shall be inviolable. However, the Host State's agents shall be allowed to enter them with the consent of the EU Force Commander.

2. EUNAVFOR, its property and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process.

3. EUNAVFOR's facilities, their furnishings and other assets therein as well as its means of transport shall be immune from search, requisition, attachment or execution.

4. EUNAVFOR's archives and documents shall be inviolable at any time, wherever they may be.

5. The official correspondence of EUNAVFOR shall be inviolable.

6. The Host State shall permit the entry of articles for the operation and grant them exemption from all custom duties, taxes and similar charges other than charges for storage, cartage and other services rendered.

7. In respect of purchased and imported goods, services provided and facilities used by EUNAVFOR for the purposes of the operation, EUNAVFOR shall be exempt from all national, regional and communal dues, taxes and charges of a similar nature. EUNAVFOR shall not be exempt from fees or other charges that represent payment for services rendered.

*Article 6***Privileges and immunities of EUNAVFOR personnel granted by the Host State**

1. EUNAVFOR personnel shall not be liable to any form of arrest or detention. Should a police authority of the Host State observe an offence in the act of being committed on a public thoroughfare, it shall be allowed, where the offender has violated the physical integrity of a Host State national, to detain him in order to ensure his protection pending the arrival of the competent EUNAVFOR authorities.

2. Papers, correspondence and property of EUNAVFOR personnel shall enjoy inviolability, except in case of measures of execution which are permitted pursuant to paragraph 6.

3. EUNAVFOR personnel shall enjoy immunity from the criminal jurisdiction of the Host State.

The immunity from criminal jurisdiction of EUNAVFOR personnel may be waived by the Sending State or EU institution concerned, as the case may be. Such waiver must always be in writing.

4. EUNAVFOR personnel shall enjoy immunity from the civil and administrative jurisdiction of the Host State in respect of words spoken or written and all acts performed by them in the exercise of their official functions.

If any civil proceeding is instituted against EUNAVFOR personnel before any Host State court, the EU Force Commander and the competent authority of the Sending State or EU institution concerned shall be notified immediately. Prior to initiation of the proceeding before the court, the EU Force Commander and the competent authority of the Sending State or EU institution concerned shall certify to the court whether the act in question was committed by EUNAVFOR personnel in the exercise of their official functions.

If the act was committed in the exercise of official functions, the proceeding shall not be initiated and the provisions of Article 15 shall apply. If the act was not committed in the exercise of official functions, the proceeding may continue. The Host State shall ensure that the court recognises the certification by the EU Force Commander and the competent authority of the Sending State or EU institution concerned.

The initiation of a civil proceeding by EUNAVFOR personnel shall preclude them from invoking immunity from jurisdiction in respect of any counter-claim directly connected with the principal claim.

5. EUNAVFOR personnel are not obliged to give evidence as witnesses.

6. No measures of execution may be taken in respect of EUNAVFOR personnel, except in the case where a civil proceeding not related to their official functions is instituted against them. Property of EUNAVFOR personnel which is certified by the EU Force Commander to be necessary for the fulfilment of their official functions shall be free from seizure for the satisfaction of a judgement, decision or order. In civil proceedings EUNAVFOR personnel shall not be subject to any restrictions on their personal liberty or to any other measures of constraint.

7. The immunity of EUNAVFOR personnel from the jurisdiction of the Host State does not exempt them from the jurisdictions of the respective Sending States.

8. EUNAVFOR personnel shall be exempt from any form of taxation in the Host State on the salary and emoluments paid to them by EUNAVFOR or the Sending States, as well as on any income received from outside the Host State.

9. The Host State shall, in accordance with such laws and regulations as it may adopt, permit entry of and grant exemption from all customs duties, taxes, and related charges other than charges for storage, cartage and similar services, on articles for the personal use of EUNAVFOR personnel.

The personal baggage of EUNAVFOR personnel shall be exempt from inspection, unless there are serious grounds for presuming that it contains articles that are not for the personal use of EUNAVFOR personnel, or articles the import or export of which is prohibited by the law or controlled by the quarantine regulations of the Host State. Such inspection shall be conducted only in the presence of the EUNAVFOR personnel concerned or of an authorised representative of EUNAVFOR.

Article 7

Personnel employed locally

Personnel employed locally shall enjoy no privileges or immunities. However, the Host State shall exercise its jurisdiction over that personnel in such a manner as not to interfere unduly with the performance of the functions of the operation.

Article 8

Criminal jurisdiction

The competent authorities of a Sending State shall have the right to exercise on the territory of the Host State, in cooperation with the Host State's competent authorities, all the criminal jurisdiction and disciplinary powers conferred on them by the law of the Sending State with regard to all EUNAVFOR personnel subject to the relevant law of the Sending State.

Article 9

Uniform and arms

1. The wearing of uniform shall be subject to rules adopted by the EU Force Commander.

2. For the purpose of the operation, EUNAVFOR military personnel, and the police personnel escorting persons arrested by EUNAVFOR, may carry or transport arms and ammunition on condition that they are authorised to do so by virtue of their orders.

Article 10

Host State support and contracting

1. The Host State agrees, if requested, to assist EUNAVFOR in finding suitable facilities.

2. Within its means and capabilities, the Host State shall assist in the preparation, establishment, and execution of and support for the operation.

3. The law applicable to contracts concluded by EUNAVFOR in the Host State shall be determined by the contract.

4. The contract may stipulate that the dispute settlement procedure referred to in Article 15(3) and (4) shall be applicable to disputes arising from the application of the contract.

5. The Host State shall facilitate the implementation of contracts concluded by EUNAVFOR with commercial entities for the purposes of the operation.

Article 11

Change to facilities

EUNAVFOR shall be authorised to construct, alter or otherwise modify facilities as requested for its operational requirements, with prior permission of the Host State.

Article 12

Deceased EUNAVFOR personnel

1. The EU Force Commander shall have the right to take charge of and make suitable arrangements for the repatriation of any deceased EUNAVFOR personnel, as well as that of their personal property.

2. No autopsy shall be performed on any deceased member of EUNAVFOR without the agreement of the State concerned and the presence of a representative of EUNAVFOR and/or the State concerned.

3. The Host State and EUNAVFOR shall cooperate to the fullest extent possible with a view to early repatriation of deceased EUNAVFOR personnel.

Article 13

Security of EUNAVFOR and military police

1. The Host State shall take all appropriate measures to ensure the safety and security of EUNAVFOR and its personnel outside their facilities.

2. EUNAVFOR shall be authorised, on the land territory of the Host State and its internal waters, to take the measures necessary to protect its facilities, vessels and aircraft, as well as the vessels that it protects, against any external attack or intrusion, in cooperation with the Host State's competent authorities.

3. The EU Force Commander may establish a military police unit in order to maintain order in EUNAVFOR facilities.

4. The military police unit may also, in consultation and cooperation with the military police or the police of the Host State, act outside those facilities to ensure the maintenance of good order and discipline among EUNAVFOR personnel.

5. EUNAVFOR personnel transiting through the territory of Djibouti to escort persons arrested by EUNAVFOR shall be authorised to apply the necessary measures of restraint with respect to these persons.

Article 14

Communications

1. EUNAVFOR may install and operate radio sending and receiving stations, as well as satellite systems. It shall cooperate with the Host State's competent authorities with a view to avoiding conflicts in the use of appropriate frequencies. The Host State shall grant access to the frequency spectrum in accordance with its legislation in force.

2. EUNAVFOR shall enjoy the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, telegraph, facsimile and other means, as well as the right to install the equipment necessary for the maintenance of such communications within and between EUNAVFOR facilities, including the laying of cables and land lines for the purpose of the operation.

3. Within its own facilities EUNAVFOR may make the arrangements necessary for the conveyance of mail addressed to and from EUNAVFOR and/or EUNAVFOR personnel.

4. The implementing arrangements for this article shall be agreed with the competent authorities of the Host State.

Article 15

Claims for death, injury, damage and loss

1. Claims for damage to or loss of civilian or government property, as well as claims for death of or injury to persons and for damage to or loss of EUNAVFOR property, shall be settled by amicable agreement.

2. These claims shall be forwarded to EUNAVFOR via the competent authorities of the Host State, as far as claims brought by legal or natural persons from the Host State are concerned, or to the competent authorities of the Host State, as far as claims brought by EUNAVFOR are concerned.

3. Where no amicable settlement can be found, the claim shall be submitted to a claims commission composed on an equal basis of representatives of EUNAVFOR and representatives of the Host State. Settlement of claims shall be reached by common agreement.

4. Where no settlement can be reached within the claims commission, the dispute shall:

- (a) for claims up to and including EUR 80 000, be settled by diplomatic means between the Host State and EU representatives;
- (b) for claims above the amount referred to in point (a), be submitted to an arbitration tribunal, the decisions of which shall be binding.

5. The arbitration tribunal shall be composed of three arbitrators, one arbitrator being appointed by the Host State, one arbitrator being appointed by EUNAVFOR and the third one being appointed jointly by the Host State and EUNAVFOR. Where one of the parties does not appoint an arbitrator within two months or where no agreement can be found between the Host State and EUNAVFOR on the appointment of the third arbitrator, the arbitrator in question shall be appointed by the President of the Supreme Court of the Republic of Djibouti.

6. An administrative arrangement shall be concluded between EUNAVFOR and the administrative authorities of the Host State in order to determine the terms of reference of the claims commission and the tribunal, the procedure applicable within these bodies and the conditions under which claims are to be lodged.

Article 16

Liaison and disputes

1. All issues arising in connection with the application of this Agreement shall be examined jointly by the representatives of EUNAVFOR and the Host State's competent authorities.

2. Failing any prior settlement, disputes concerning the interpretation or application of this Agreement shall be settled exclusively by diplomatic means between the Host State and the EU representatives.

Article 17

Other provisions

1. Whenever this Agreement refers to the privileges, immunities and rights of EUNAVFOR and of EUNAVFOR personnel, the government of the Host State shall be responsible for their implementation and for compliance with them on the part of the appropriate Host State local authorities.

2. Nothing in this Agreement is intended or may be construed to derogate from any rights that may attach to an EU Member State or to any other State contributing to EUNAVFOR under other agreements.

Article 18

Implementing arrangements

For purposes of the application of this Agreement, operational, administrative, financial and technical matters may be the subject of separate arrangements to be concluded between the EU Force Commander and the Host State's administrative authorities.

Article 19

Entry into force and termination

1. This Agreement shall enter into force on the day on which it is signed and shall remain in force for a period of twelve months. It shall subsequently be renewed tacitly for successive periods of three months. Each Party shall give the other at least one month's notice of its intention not to renew the Agreement.

2. Notwithstanding paragraph 1, the provisions contained in Articles 4(7), 5(1), (2) and (3), 5(6) and (7), 6(1), 6(3) and (4), 6(6), 6(8) and (9) and Articles 11 and 15 shall be deemed to have applied from the date on which the first EUNAVFOR personnel were deployed if that date was earlier than the date of entry into force of this Agreement.

3. This Agreement may be amended by written agreement between the Parties.

4. Termination of this Agreement shall not affect any rights or obligations arising out of the execution of this Agreement before such termination.

Done at Djibouti, 5 January 2009, in two originals in the French language.

For the European Union

For the Host State

CORRIGENDA

Corrigendum to Council Regulation (EC) No 85/2009 of 19 January 2009 amending Regulation (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund concerning certain provisions relating to financial management

(Official Journal of the European Union L 25 of 29 January 2009)

The text of Council Regulation (EC) No 85/2009, published in the *Official Journal of the European Union* L 25 of 29 January 2009, p. 1, should be considered as null and void.

NOTE TO THE READER

The institutions have decided no longer to quote in their texts the last amendment to cited acts.

Unless otherwise indicated, references to acts in the texts published here are to the version of those acts currently in force.