

Official Journal

of the European Communities

ISSN 0378-6986

C 96

Volume 31

12 April 1988

English edition

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I

(Information)

COMMISSION

ECU ⁽¹⁾

11 April 1988

(88/C 96/01)

Currency amount for one unit:

Belgian and Luxembourg franc con.	43,4542	Spanish peseta	137,337
Belgian and Luxembourg franc fin.	43,6789	Portuguese escudo	169,464
German mark	2,07551	United States dollar	1,23117
Dutch guilder	2,32926	Swiss franc	1,71810
Pound sterling	0,664063	Swedish krona	7,31193
Danish krone	7,94353	Norwegian krone	7,74346
French franc	7,03800	Canadian dollar	1,52702
Italian lira	1538,66	Austrian schilling	14,5832
Irish pound	0,776129	Finnish markka	4,97271
Greek drachma	165,593	Japanese yen	156,137
		Australian dollar	1,65125
		New Zealand dollar	1,86683

The Commission has installed a telex with an automatic answering device which gives the conversion rates in a number of currencies. This service is available every day from 3.30 p.m. until 1 p.m. the following day.

Users of the service should do as follows:

- call telex number Brussels 23789;
- give their own telex code;
- type the code 'cccc' which puts the automatic system into operation resulting in the transmission of the conversion rates of the ECU;
- the transmission should not be interrupted until the end of the message, which is marked by the code 'ffff'.

Note: The Commission also has an automatic telex answering service (No 21791) providing daily data on calculation of monetary compensatory amounts for the purposes of the common agricultural policy.

⁽¹⁾ Council Regulation (EEC) No 3180/78 of 18 December 1978 (OJ No L 379, 30. 12. 1978, p. 1), as amended by Regulation (EEC) No 2626/84 (OJ No L 247, 16. 9. 1984, p. 1).

Council Decision 80/1184/EEC of 18 December 1980 (Convention of Lomé) (OJ No L 349, 23. 12. 1980, p. 34).

Commission Decision No 3334/80/ECSC of 19 December 1980 (OJ No L 349, 23. 12. 1980, p. 27).

Financial Regulation of 16 December 1980 concerning the general budget of the European Communities (OJ No L 345, 20. 12. 1980, p. 23).

Council Regulation (EEC) No 3308/80 of 16 December 1980 (OJ No L 345, 20. 12. 1980, p. 1).

Decision of the Council of Governors of the European Investment Bank of 13 May 1981 (OJ No L 311, 30. 10. 1981, p. 1).

Commission communication concerning activities of the 1988 to 1991 Reactor Safety programme to be implemented through contracts with Community national organizations on a shared cost basis

CALL FOR PARTICIPATION

(88/C 96/02)

The Commission of the European Communities in the frame of the Reactor Safety programme 1988 to 1991 wishes to promote research activities in support of the Phebus F.P. project, in which in-pile integral tests will be carried out to study the transport of fission products and aerosols under LWR severe accident conditions.

Participation in the present research is open to any Community national organization and will be implemented by contracts in which the financial contribution of the Commission is, in general, 50 % of the total research cost and, for the case of university institutions, is 100 % of the marginal research cost (academic staff cost is excluded).

The envisaged activities are:

1. Instrumentation

A preliminary instrumentation plan, based on the state of the art thermalhydraulic and F.P./aerosol instrumentation, has been formulated for the Phebus F.P. experimental facility. In parallel the potential use of advanced measurement techniques is being assessed. The objective of this action is to perform R&D activities on advanced instrumentation to make it applicable to the specific conditions of the Phebus F.P. facility (high temperature, contaminated environment, etc.). This action may include new design or basic design changes, use of temperature resisting materials, tele-operation and tele-manipulation, built of prototypes, laboratory testing and calibration.

2. F.P. chemistry

The broad area of F.P. and aerosol chemistry is still today poorly understood. Meanwhile it is believed to be the area in which the Phebus F.P. project may provide important experimental data.

The objective of this action is to undertake basic research to study separately important effects which are expected to be relevant to the F.P./aerosol transport in the primary cooling circuit and containment system.

This research should be carried out in laboratory scale facilities. The possibility to use slightly irradiated materials and to perform high temperature tests will

constitute a preference factor. In particular the use of advanced chemical analytical techniques is recommended.

Other activities in support to the abovementioned one may be undertaken, such as the study of basic physical and thermodynamic properties of specific chemical compounds.

3. Modelling and code development

Important phenomena, dealing with F.P. and aerosol transport in the RCS and containment, are oversimplified in the existing codes or even ignored. Examples of areas in which a modelling effort could be beneficial and relevant with respect to the Phebus F.P. experimental programme are F.P./aerosol chemistry, deposition/resuspension on surfaces, condensation/evaporation on particles, effects of rapidly changing thermalhydraulic conditions.

The objective of this activity is to identify the basic phenomena of major interest, to formulate physical models, to implement the models into an existing outstanding code, to verify the models against experimental data.

The total budget which the Commission envisages to allocate for the above described activities is of the order of one million ECU. The final decision on the budget will be taken following the approval of the JRC research programme 1988 to 1991, expected to be taken within the first half of 1988.

The procedure that the Commission intends to apply for the implementation of these activities is the following:

- identification of the organizations interested in participating in the proposed activities,
- opening of a formal tender action among the interested organizations based on a detailed research programme for each of the above three topics,
- selection of contractors.

The organizations wishing to participate in any of the proposed activities are invited to express their interest by writing (possibly by telex or telecopy) to the address below, specifying the areas of interest.

The deadline for responding to this call for participation is 6 May 1988.

Please write to the following address:

Commission of the European Communities,
Reactor Safety Division — Building 6,
Joint Research Centre — Ispra Establishment,
I-21020 Ispra (VA).
Telex: 380042/380058.
Telecopy: (03 32) 78 90 45.
For the attention of Mr A. Markovina.

Commission communication pursuant to Article 11 (3), of Council Regulation (EEC) No 3783/87 of 3 December 1987, applying to general tariff preferences for 1988 with regard to textile products originating in developing countries

(88/C 96/03)

Pursuant to Article 11 (3) of Council Regulation (EEC) No 3783/87 of 3 December 1987 ⁽¹⁾, the Commission gives notice that the following tariff ceilings have been reached:

Order No	Category	Origin	Amount of ceiling
40.0050	5	Indonesia	731 000 pieces
40.0170	17	India	95 000 pieces
40.0240	24	India	300 000 pieces
40.0260	26	Indonesia	252 000 pieces
40.0330	33	India	130 tonnes
40.0400	40	India	103 tonnes
40.0600	60	India	2 tonnes
40.0730	73	Indonesia	90 000 pieces
40.0830	83	Indonesia	32 tonnes
40.0870	87	Pakistan	77 tonnes
40.1110	111	Thailand	3 tonnes

⁽¹⁾ OJ No L 367, 28. 12. 1987.

COURT OF JUSTICE

Action brought on 24 February 1988 by Francis and Ingeborg Olbrechts against the Court of Justice of the European Communities

(Case 58/88)

(88/C 96/04)

An action against the Commission of the European Communities was brought before the Court of Justice of the European Communities on 24 February 1988 by Francis and Ingeborg Olbrechts, residing in Brussels, represented by Lucette Defalque, of the Brussels Bar, with an address for service in Luxembourg at the Chambers of Alex Schmitt, 13 Boulevard Royal.

The applicants claim that the Court should:

1. Declare the action admissible and well founded;
2. In consequence annul the Commission's Decision of 17 November 1987 notified to Francis Olbrechts on 2 December 1987 refusing Ingeborg Olbrechts cover under the Sickness Insurance Scheme for Officials unless she paid the contributions laid down in Article 40 (3) of the Staff Regulations.
3. Order the defendant to pay the entire costs.

Contentions and main arguments adduced in support:

1. Misapplication of Articles 72 (1) and 40 (3) of the Staff Regulations and Articles 3 and 4 (3) of the Rules on Sickness Insurance.

The interpretation given to the provisions by the defendant is mistaken because it relies on the special rule to interpret the general rule with regard to social security. That is obviously contrary to the general principles of interpretation of legal rules.

2. Breach of the general principle of non-discrimination and equal treatment.

An official on unpaid leave on personal grounds who is the spouse of an official is discriminated against by comparison with the spouse of an official who does not work (or whose annual income from work does not exceed a particular amount) and who is covered by the scheme for officials through the spouse.

An official on unpaid leave on personal grounds who may be covered by another public scheme cannot be

covered under Article 40 (3) or enjoy cover under the scheme for officials through the spouse. Yet the benefits which the spouse in question will enjoy under national insurance will differ according to the terms of the national laws of the various Member States, and that is contrary to the principle of equal treatment.

3. Breach of the principle of good management and sound administration and the principle of equality.

Those principles require that all officials on unpaid leave on personal grounds and not in gainful employment should be in the same position and enjoy the same social security cover. That is not so since the position adopted by the defendant is not common to all the Community institutions.

The defendant is thus infringing the said principles to the detriment of its officials.

Reference for a preliminary ruling by the Tribunal de Grande Instance, Millau, by judgments of that court of 3 December 1987 in the cases of Société Simatic (Cases 84, 85 and 86/88) and Léon André (Case 87/88) v. Directeur des Services Fiscaux, Aveyron

(Cases 84, 85, 86 and 87/88)

(88/C 96/05)

Reference has been made to the Court of Justice of the European Communities by judgments of the Tribunal de Grande Instance [Regional Court], Millau, of 3 December 1987, which was received at the Court Registry on 14 March 1988, for a preliminary ruling in the cases of Société Simatic (Cases 84, 85 and 86/88) and Léon André (Case 87/88) v. Directeur des Services Fiscaux [Director of Fiscal Services], Aveyron, on the following question:

Are the State tax and entertainments tax compatible with VAT which, since the law of 1 July 1985, applies in France to persons exploiting automatic machines, in view of the fact that Article 33 of the Sixth Community Directive provides that the imposition of VAT prevents the Member States from maintaining or introducing any taxes, duties, or charges which can be characterized as a State tax on turnover?

II

(Preparatory Acts)

COMMISSION

Proposal for a Council Directive on package travel, including package holidays and package tours*COM(88) 41 final**(Submitted by the Commission to the Council on 23 March 1988)**(88/C 96/06)*

THE COUNCIL OF THE EUROPEAN COMMUNITIES,

Having regard to the Treaty establishing the European Economic Community, and in particular Article 100 A thereof,

Having regard to the proposal from the Commission,

In cooperation with the European Parliament,

Having regard to the opinion of the Economic and Social Committee,

Whereas one of the main objectives of the Community is to complete the internal market, of which the tourist sector is an essential part, by 1992 at the latest;

Whereas paragraph 36 (b) of the Annex to the Council's resolution of 19 May 1981 on a second programme of the European Economic Community for a consumer protection and information policy invites the Commission to study, *inter alia*, tourism, and, if appropriate, to put forward suitable proposals with due regard for their significance for consumer protection and the effects of differences in Member States' legislation on the proper functioning of the common market;

Whereas the Council adopted on 10 April 1984 a resolution on a Community policy on tourism, wherein, after welcoming the Commission's initiative in drawing attention to the importance of tourism, and after taking note of the Commission's initial guidelines for a Community policy of tourism, the Council invited the Commission to present proposals to it in the field of tourism;

Whereas the Commission's communication to the Council concerning consumer protection policy, which was entitled 'A New Impetus for Consumer Protection Policy' and was approved by resolution of the Council on 6 May 1986, lists in paragraph 37, among the measures proposed by the Commission, the harmon-

ization of legislation on package tours, and point 12 of the Annex setting out the timetable for action envisages the adoption by the Council of a directive on package tours in 1987;

Whereas national laws of Member States concerning package travel show many disparities and the various national practices in this field are markedly different, with the result that the national markets operate divergently from each other and that distortions of competition arise amongst operators established in different Member States;

Whereas certain common rules on package travel will contribute to achieve a common market in services, thus helping operators established in one Member State to render their services in another Member State and consumers to benefit from equal conditions when buying a travel package in any Member State;

Whereas, in concluding contracts for package travel, consumers often thereby contract for the provision of services which are of an international character, such as transportation across frontiers and accommodation and associated services, in payment whereof large amounts of money are transferred between Member States;

Whereas tourism plays an increasingly important role in the economies of the Member States; whereas package travel constitutes an important part of tourism; whereas the package travel industry in Member States would be stimulated to greater growth and productivity if at least a minimum of common rules were adopted in order to structure it to a Community dimension; and whereas this would not only produce benefits for Community citizens undertaking package travel organized on the basis of those rules, but would attract tourists from outside the Community who seek the advantages of guaranteed standards in package travel;

Whereas experience has shown that package travel, commonly paid for in full in advance of departure, has caused a certain level of dissatisfaction, and that the level of dissatisfaction is high enough to justify action, in the form of a Council directive, by the Community;

Whereas the organizer of the package and the retailer of it should be under obligation to ensure that in descriptive matter, and particularly in brochures, relating to package travel which they respectively organize and sell, information should be given which is accurate and also clearly legible and understandable to the consumer;

Whereas the consumer needs to have a record of the terms of contract applicable to the package; whereas this can conveniently be achieved by requiring that all the terms of the contract be stated in writing or such other documentary form as shall be comprehensible and accessible to him, and that he be given a copy thereof;

Whereas the consumer should be at liberty in certain circumstances to transfer to a willing third person a booking made by him for a package;

Whereas the consumer should be protected against any unjustified increase in the price of the package;

Whereas the consumer should in certain circumstances be free to withdraw before departure from a package travel contract concluded with him;

Whereas there should be a clear definition of the rights available to the consumer in circumstances where the organizer of the package cancels it before the agreed date of departure;

Whereas if, after the consumer has departed on the package, there occurs a significant failure of performance of the services for which he has contracted (for whatever cause other than the fault of the consumer) or the organizer perceives that he will be unable to procure a significant part of them to be provided, the organizer should have certain obligations *vis-à-vis* the consumer;

Whereas consumer dissatisfaction could be much reduced if there were imposed on the person who arranges or sells the package an obligation to ensure that all the services which the traveller contracts to receive are rendered at the proper time and efficiently;

Whereas the consumer should be informed in writing of the name of the organizer's local representative, if any, at the package destination(s) and of the means of making contact with such representative, who should use his best endeavours to rectify the consumer's complaints; whereas to the extent possible local tourist authorities should investigate complaints made to them by consumers, should suggest solutions and endeavour to obtain amicable settlement of complaints, and provide

assistance in recording evidence of significant complaints which have not been remedied; and whereas both the consumer and the package travel industry would find that consumers' complaints in this field would be disposed of more expeditiously than at present if in each Member State there existed a rapid, efficient and inexpensive procedure for dealing with those complaints which are not resolved amicably whether provided by public or private bodies;

Whereas both the consumer and the package travel industry would benefit if organizers were placed under an obligation to cover by means of insurance those parts of their liability under this Directive as are insurable; whereas, similarly, each Member State should ensure that within its territory a guarantee fund is available for payment of claims sustainable under this Directive which remain unpaid from some other source;

Whereas the consumer should have the benefit of the protection contemplated by this Directive irrespective of whether he is a direct contracting party, a transferee, or a member of a group on whose behalf another person has concluded a package travel contract;

Whereas Member States should be at liberty to adopt, or retain, more stringent provisions relating to package travel for the purpose of protecting the consumer,

HAS ADOPTED THIS DIRECTIVE:

Article 1

The purpose of this Directive is to approximate the laws, regulations and administrative provisions of the Member States relating to package travel, including package holidays and package tours.

Article 2

For the purposes of this Directive:

— Package: means the pre-arranged combination of not less than two of the following when organized at a global price and marketed as such:

1. transport,
2. accommodation,
3. other services not ancillary to transport or accommodation;

and the expressions 'package holidays', 'package tours' and 'package travel' shall be interpreted accordingly.

— Organizer: means the person who in the course of his business, organizes the package and offers it by means of brochures, or other forms of advertising, to the public generally.

- Retailer: means the person who sells the package on behalf of the organizer.
- Consumer: means the person who takes or agrees to take the package.
- The contract: means the agreement whereby the consumer purchases the package and the organizer undertakes to provide it.

Article 3

With regard to the marketing and sale of the package, Member States shall ensure that all descriptive matter published or issued by the organizer or the retailer concerning a package, the price thereof and any other terms applicable to the contract therefor, is legible, understandable and accurate, and that brochures relating to a package contain adequate information, where relevant, concerning:

- (a) the type(s) of transport to be used;
- (b) where hotel or other accommodation is involved, the category (if any), address and main features thereof;
- (c) the meal plan;
- (d) visits, excursions or other services included in the package or available optionally on payment of a supplement;

and that brochures specify:

- (e) either the monetary amount, or the percentage of the price which is to be paid by way of pre-payment, on account of the price; and
- (f) the timetable for payment of the balance of the price.

Article 4

Member States shall ensure that in relation to the contract the following principles shall apply:

- (1) that the contract contains all the essential terms; by way of illustration there is annexed hereto a list of terms which, depending on the circumstances, are to be considered essential;
- (2) that all the terms of the contract (including such of those set out in the Annex hereto as are appropriate to the particular package) are stated in writing or such other documentary form as shall be comprehensible and accessible to the consumer; and that he shall be given a copy thereof;
- (3) that if the consumer is for serious reasons (such as sickness, bereavement), which he duly communicates to the organizer or retailer not less than one week before the departure date, prevented from proceeding with the package, he is free to transfer his booking to a willing person who satisfies the

conditions, if any, applicable to the package, and the legal or administrative arrangements, if any, for taking part in it, and who shall be responsible for payment of the balance of the price;

- (4) that consumers are protected against unjustified price increases, and in particular:

- (a) that the price is not varied unless the contract expressly so provides; and that if the contract does so provide, the organizer may, subject to subparagraph (c) below, alter the price solely in order to take account of modifications in:

- transportation costs, including the cost of fuel,
- dues, taxes or fees chargeable for certain services, such as airport taxes, landing fees,
- currency exchange rates,

but only if the resulting aggregate variation is in excess of 2 % of the agreed price;

- (b) that the amount of the variation in price, and the reason therefor, is notified in writing to the consumer without delay;
- (c) that the consumer has one of the following guarantees after he has paid the whole of the price agreed in the contract:
 - (i) either from the thirtieth day prior to the agreed date of departure the price will not be increased;
 - (ii) or during the period of three months following the conclusion of the contract the price will not be increased;

- (5) that the consumer is entitled to withdraw from the contract before departure if important alterations are made to the terms of the contract as agreed, and in particular:

- (a) if the price is raised by 10 per cent or more; or
- (b) if the package is modified significantly; or
- (c) if there is an unreasonable delay in departure, howsoever caused, otherwise than by his own fault;

- (6) that if the consumer withdraws from the contract pursuant to point 5 above, or if, for whatever cause, other than the fault of the consumer, the organizer cancels the package before the agreed date of departure, the consumer is entitled:

- (a) to take an equivalent substitute package at no extra charge to the consumer; or

(b) to be repaid all sums paid by him under the contract, and where appropriate, be compensated either by the organizer or by the retailer according as the relevant Member State's law shall provide or determine, for non-fulfilment of the contract, except where:

- (i) cancellation is on the grounds that the number of persons who enrolled for the package is less than the minimum number specified by the organizer in the brochure or elsewhere, and the consumer is informed of the cancellation, in writing, not less than 21 days before the advertised or subsequently agreed date of departure; or
- (ii) cancellation is for reasons of *force majeure*; but these reasons shall not include over-booking;

(7) that where, after departure, a significant part of the services contemplated by the contract is not provided or the organizer sees that he will be unable to procure a significant part of them to be provided, (in either case, for whatever cause other than the fault of the consumer) the organizer:

(a) makes suitable alternative arrangements, which are free of cost to the consumer, for the continuation of the package (and if it is a package holiday to a destination at which he has already arrived, to continue it at the place where he is) if such arrangements are capable of being made; or, if such arrangements are impossible to achieve or are not agreed by the consumer,

(b) provides suitable transport for the consumer, free of cost to him, to return him to the place of departure, or to such other return-point as was agreed between them; and

(c) where appropriate, compensates the consumer according as the relevant Member State's law shall provide:

- (i) for significant inconvenience caused to him; and
- (ii) to the extent that the agreed services have not been provided, for non-performance of them, proportionally.

Article 5

The Member States shall, as regards the performance of the contract, take the necessary measures to ensure:

(1) that the services which under the contract are to be provided for the consumer, whether by the organizer or by a third person, shall be rendered punctually and efficiently;

(2) that *vis-à-vis* the consumer, liability for any deficiency in the provision of those services lies either with the organizer or (in those Member States which so prefer) with the retailer.

Article 6

With regard to complaints, Member States shall ensure:

(1) that not later than the time when the tickets or other travel documents are delivered to the consumer he is informed in writing of the name of, and the means of making contact with, the organizer's local representative, if any, at the relevant destination(s); and that this representative uses his best endeavours to rectify the consumer's complaints, particularly if they are substantial;

(2) that to the extent possible local tourist authorities, whether public or private bodies, investigate complaints made to them by consumers, suggest solutions and endeavour to obtain amicable settlement of complaints, and provide assistance in recording evidence of significant complaints which have not been remedied;

(3) that in each of their territories there is available whether provided by public or private bodies a rapid, efficient and inexpensive procedure for use by the consumer in dealing with his complaints concerning any package for which he has contracted, where these are not resolved amicably.

Article 7

Member States shall ensure:

(a) that organizers cover by means of insurance such part of their liability under this Directive as is insurable; and

(b) that there is available in each of their territories a guarantee fund for payment of claims sustainable under this Directive which remain unpaid from some other source.

Article 8

The consumer shall have the benefit of the protection contemplated by this Directive if he is:

(a) the person with whom the organizer or the retailer has concluded the contract, or in the event of a transfer, the transferee;

(b) a person in respect of whom the organiser or the retailer has concluded the contract with another person, such as a parent, guardian or group convener.

Article 9

Member States may adopt, or retain, more stringent provisions in this field to protect the consumer.

December 1990. They shall forthwith inform the Commission thereof.

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

Article 10

1. Member States shall bring into force the measures necessary to comply with this Directive not later than 31

Article 11

This Directive is addressed to the Member States.

*ANNEX***Terms for inclusion in the contract if appropriate to the particular package**

- (a) the travel destination(s); and, where periods of stay are involved, the relevant periods, with dates;
 - (b) the type(s) of transport to be used, the date and time of departure and return and the times of transport connections, if appropriate; and particulars of the place to be occupied by the traveller e.g. cabin/berth on ship, sleeper compartment on train;
 - (c) the departure point and return point;
 - (d) where the package includes hotel accommodation the name, address and category (if any) thereof, the meal plan (if included), and a statement whether a private bathroom or shower is included; and where the package includes another type of accommodation such as a villa, chalet, apartment, flat, room or caravan, a description of its main features;
 - (e) the price of the package, and a statement that it will not be varied except in the event that the organizer is himself compelled to accept modifications, which he cannot avoid or reduce, in respect of transportation costs (including cost of fuel), certain dues, taxes or fees chargeable for services (such as airport or seaport taxes, landing or departure fees) and currency exchange rates;
 - (f) the timetable for payment of the price;
 - (g) other services, if any (e.g. excursions), which are included in the price;
 - (h) any special requirements which the traveller has communicated to the organizer or retailer when booking his travel, and which either of them has accepted.
 - (i) the name and address of the organizer and, where appropriate, of the retailer.
-

III

(Notices)

COMMISSION

Notice of invitation to tender for the sale for export of 2 353 006 kilograms of baled tobacco from the 1985 crop held by the Greek intervention agency

(88/C 96/07)

Pursuant to Commission Regulation (EEC) No 3389/73 of 13 December 1973 laying down the procedure and conditions for sale of tobacco held by intervention agencies⁽¹⁾, as last amended by Regulation (EEC) No 3263/85⁽²⁾, the Commission hereby invites tenders for the export of one lot of baled tobacco from the 1985 crop held by the Greek intervention agency.

The number of the lot, the places of storage, the varieties and grades in the lot, the weight, the form in which it is put up, the amount of the security and the price of samples and the daily charge for delay in removal of the tobacco are set out in the Annex hereto.

I. Tenders

1. Tenders are to be submitted in respect of the lots listed in the Annex hereto. Tenders may not be submitted for part of a lot.
2. Tenders must be submitted or given, against receipt of delivery, to the Commission of the European Communities, rue de la Loi, 200, B-1049 Brussels.
3. Tenders must reach the Commission not later than 3 p.m. Brussels time on 17 June 1988.
4. Tenders must be enclosed in a sealed envelope marked 'Tenders for DG VI-E-4 tobacco sale. To be opened only at the meeting of the Group' and itself enclosed in an envelope addressed to the Commission.
5. Tenders must include the name and address of the tenderer and give:
 - (a) the numbers of the lots to which they relate;
 - (b) the price tendered for each lot in Greek drachma per kilogram.

6. Each tender must be accompanied by proof that the security required under heading II below has been provided.
7. A tender, once submitted, may not be withdrawn.
8. Tenders not submitted in conformity with these rules will not be considered.

II. Security

1. To be valid, tenders must be accompanied by proof that security of 0,339 ECU per kilogram of tobacco has been lodged.
2. Such security must be lodged with and by the Ypiresia Diachirisis Agoron Georgikon Proionton (YDAGEP), Acharnon 5, Athens 108 (Greece) for the equivalent in Greek drachma of 0,339 ECU per kilogram of tobacco, converted using the representative rate of 1 ECU = 134,174 Greek drachma.
3. The security must be provided either in cash or in the form of a guarantee from a credit institution which meets the criteria laid down by Greece.
4. The security shall be released in accordance with Article 5 of Commission Regulation (EEC) No 943/88 of 8 April 1988 opening an invitation to tender for the sale for export of baled tobacco held by the Greek intervention agency⁽³⁾ where:
 - (a) the tender was not validly submitted;
 - (b) the tender is unsuccessful; or
 - (c) the successful tenderer has paid the price at which the contract was awarded and has furnished proof that quantities corresponding to the lots in respect of which the contract was awarded have been exported.

On application by the person concerned, the security is released by instalments in proportion to the quantities of tobacco in respect of which the proofs referred to in Article 7 (c) of Regulation (EEC) No 3389/73 have been provided.

⁽¹⁾ OJ No L 345, 15. 12. 1973, p. 47.

⁽²⁾ OJ No L 311, 22. 11. 1985, p. 22.

⁽³⁾ OJ No L 92, 9. 4. 1988, p. 33.

Moreover, where the country of destination is Switzerland or Austria, or if those countries are crossed in order to reach the country of destination, the release of the security shall be subject to proof that the product has been imported by a non-member country, unless lost *en route* as a result of *force majeure*.

Such proof shall be furnished in the same way as for the export refund.

5. Where the product purchased is subjected to market preparation before exportation, such operations shall be carried out under the supervision of the intervention agency holding the tobacco, which, when releasing the security, will take account of losses and of any quantities destroyed. The purchaser must notify the agency in writing of the treatment proposed.

III. Samples and examination of the tobacco

1. Prospective buyers may, on payment of the price shown in the Annex hereto, obtain from the warehouse samples of the tobacco put up for sale taken by the representatives of the intervention agencies concerned. The weight of the sample may not, however, exceed five kilograms for each grade in any one lot.
2. Persons wishing to examine *in situ* the raw tobacco put up for sale must send written notification to the intervention agencies concerned, indicating the places of storage and the lots. The intervention agency shall, where necessary, fix the date on which the sample shall be taken and shall inform the person concerned thereof.
3. The total of the samples and of the tobacco taken for examination may not however exceed 3 % of the bales in each lot.
4. YDAGEP shall provide all relevant information concerning the characteristics of the lots they hold. No complaint relating to the conditions of the sale by tender or to the characteristics of the tobacco put up for sale shall be entertained after the contracts have been awarded.

IV. Award of contracts

Contracts shall be awarded to the tenderer offering the best terms. Where two or more tenders are at identical prices and identical terms the contract shall be awarded by drawing lots.

Immediately after taking a decision, the Commission shall inform each tenderer of the result of his tender.

The result of the sale by tender shall be published in the *Official Journal of the European Communities*.

V. Payment and removal

1. The intervention agency concerned shall send the successful tenderer an invoice specifying a provisional amount corresponding to the price at which the tobacco was awarded to him at the latest 30 days after the publication of the result of the tender in the *Official Journal of the European Communities*.
2. The successful tenderer must, within two weeks following the date on which the invoice was sent (as indicated by the postmark), pay this amount to the YDAGEP account:
Ypiresia, Diachirisis Agoron Georgikon Proionton (YDAGEP), Acharnon 5, GR-Athens 108.
3. Immediately upon receipt of the provisional amount due in respect of the sale, the intervention agency concerned shall fix, in agreement with the successful tenderer, the date for the removal of the tobacco pursuant to Article 4 of Regulation (EEC) No 943/88.

When the tobacco is removed it shall be weighed in the presence of the successful tenderer or his representative.

A certificate shall be signed by the representative of the intervention agency concerned and the successful tenderer or his representative.

The successful tenderer shall receive, on the basis of this certificate, a removal order authorizing him to withdraw the tobacco from the place of storage.

4. On the basis of the weight recorded when the tobacco is removed, the intervention agency concerned shall immediately draw up the final invoice, which the successful tenderer must pay within two weeks of its being drawn up.
5. The successful tenderer shall be required to remove the tobacco no later than:
 - at the end of the fourth month following the date of the publication of the result of the tendering procedure in the *Official Journal of the European Communities* in respect of at least one-third of the lots,
 - at the end of the six months following the said date in respect of the remaining tobacco.

Except in cases of *force majeure*, after the date referred to above and in respect of the lots and parts of lots which relate to those dates, the successful tenderer must reimburse the intervention agency, in accordance with the following arrangements, the costs of storage and financing entailed by his delay:

- (a) for the first 60 days after the expiry of each of the abovementioned periods, he shall pay the intervention agency the amount shown in the last column of the Annex;
- (b) for the next 60 days thereafter he shall pay the said amount increased by 50 %;

- (c) on expiry of the period referred to under (b) he shall pay the amount referred to under (a) increased by 100 % and the Commission of the European Communities may decide to cancel the sale. In such a case the tenderer shall forfeit the security.
6. Each quantity of tobacco withdrawn in accordance with Article 4 of Regulation (EEC) No 943/88 must be exported within 36 months of the final date fixed for its withdrawal.
- In accordance with Article 10a (1) of Regulation (EEC) No 3389/73 such tobaccos shall not be eligible for export refunds.
7. Customs export formalities must be completed in Greece.
8. The courts of Athens shall have exclusive jurisdiction regarding any dispute which may arise between YDAGEP and the tenderer.

ANNEX

Lot No	Place of storage	Variety and year of crop — Class	Packing and number of lots	Weight (kg)	Amount of security (ECU)	Price of sample (ECU/kg)	Daily charge for delay in removal of tobacco (100 kg/day) (ECU)
1	Thessaloniki Gianitsa Kavala	Burley 1985 98,3 % A/B (I/III) 1,7 % C (I/V)	Bales 23 247 400	2 312 863 40 143			
		Lot 1 total	23 647	2 353 006	7 976 669	3,084	0,049

Results of invitation to tender (Tobacco)

(88/C 96/08)

Notice of a Commission invitation to tender for the sale for export of 7 689 239 kilograms of baled tobacco from the 1985 harvest held by the Greek intervention agency (YDAGEP).

(Official Journal of the European Communities No C 43 of 16 February 1988, page 13).

N° des lots Lot n° N. delle part. Nr. der Partie Nr. van de partijen Partiernes nr. N° de los lotes N° de lotes Αριθ. παρτίδων	Variétés Variety Varietà Sorte Soorten Sorter Variedad Variedade Ποικιλίες	Adjudicataire Successful tenderer Aggiudicatario Zuschlagempfinger Koper Kontrakumodtageren Adjudicatario Adjudicatario Υπερθεματιστής
1	Burley 1985 1 181 822 kg	A. Michailides SA PO Box 10487 54110 Thessaloniki Greece
2	Burley 1985 1 200 643 kg	Pas d'offre No tender received Nessuna offerta Keine Angebote Geen offertes Ingen bud Ninguna offerta Ausencia de propuestas Απουσία προσφορών
3	Burley 1985 1 152 363 kg	Offre rejetée Tender not accepted Offerta respinta Angebot abgelehnt Offerte afgewezen Afvist bud Offerta rechazada Proposta recusada Προσφορά απορριφθείσα
4	Burley 1985 1 650 963 kg	A. Michailides SA PO Box 10487 54110 Thessaloniki Greece
5	Burley 1985 1 650 964 kg	Austro-Hellenique BP 10319 54110 Thessaloniki Greece
6	K. K. non classic 1985 852 484 kg	Austro-Hellenique BP 10319 54110 Thessaloniki Greece

CORRIGENDA

Corrigendum to the notice of opening of an investigation pursuant to Article 13 (10) of Council Regulation (EEC) No 2176/84 concerning plain paper photocopiers originating in Japan

(Official Journal of the European Communities No C 44 of 17 February 1988)

(88/C 96/09)

Page 3, third paragraph, headed 'Product' reads as follows:

'The products concerned are plain paper photocopiers (PPCs) incorporating an optical system corresponding to CN codes ex 9009 11 00, ex 9009 12 00 and ex 9009 21 00'.

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