The Commission recalls its commitment towards ensuring that Member States establish correlation tables linking the transposition measures they adopt with the EU directive and communicate them to the Commission in the framework of transposing EU legislation, in the interest of citizens, better-law making and increasing legal transparency and to assist the examination of the conformity of national rules with EU provisions.

The Commission, in a spirit of compromise and in order to ensure the immediate adoption of that proposal, can accept the substitution of the obligatory provision on correlation tables included in the text with a relevant recital encouraging Member States to follow this practice.

However, the position followed by the Commission in this file shall not be considered as a precedent. The Commission will continue its efforts with a view to finding together with the European Parliament and the Council an appropriate solution to this horizontal institutional issue.

**Statement by Malta**

Malta acknowledges the added value of the compromise text for a Directive on Consumer Rights which is currently being tabled for adoption. We believe that overall there will be benefits for both consumers and traders as they will have easier access to cross border markets, and consequently Malta votes in favour.

However, Malta regrets that this Directive will not be applicable to all sectors, in particular to that of gaming which has been excluded from the draft text being submitted for adoption. This approach together with the repeal of Directive 97/7/EC on distance contracts will result in the de-regulation of online gaming from consumer protection rules regulating distance contracts. The revocation of and failure to provide harmonised rules in this sector are not in the interest of consumers nor of the internal market. Malta, therefore considers that since Member States are not taking this opportunity to provide consumer protection in the gaming sector, this should be addressed further to the Commission Green Paper on on-line gambling in the internal market.
Statement by Spain

Spain is opposed to adoption of the consolidated text of the proposal for a Directive as it means depriving Spanish consumers of some of the rights already accorded to them under national law, as a result of the principle of maximum harmonisation which governs a large number of the Directive's provisions.

The principle of maximum harmonization also leaves the Member States no room for manœuvre at a time when they are facing new challenges arising from the presence on the market of new forms of business and, therefore, of contracting, which would for instance involve pre-contractual information requirements that differ from or are more demanding than those provided for by the Directive in the case of distance contracts or off-premises contracts. In dealing with contracts of this type, the Directive now envisages two distinct sets of rules for pre-contractual information, one with maximum harmonisation in the case of traders who provide services in Spain but are not resident on national territory, and the other which can be different and less demanding for businesses established in Spain. This would, in our view, create problems with regard to competition among businesses and cause confusion among consumers.

The problem is compounded by the lack in some cases of consistency with our civil law. When, for example, the trader fails to meet the delivery date for the goods which are the subject of the contract, there is no provision obliging the consumer to contact the trader in order to grant it an extension of the delivery period.
There are also other questions of particular concern to Spain for which a satisfactory solution has not been found in the Presidency text, e.g. the fact that the consumer can be charged for normal use of the goods during the withdrawal period. This means a reduction in the level of consumer protection afforded not only by Spanish legislation but also by the Directive in force, as is clear from the case-law of the Court of Justice, and is therefore unacceptable. That is why Spain has throughout negotiations been insisting on the need to seek a balanced solution to the effect that the consumer can only be charged for use of the goods where visible damage or wear occurs for which the consumer is responsible.

Finally, the new wording of the consolidated text raises serious doubts about the possibility of the Member States making it compulsory in their national legislation for traders to maintain a telephone helpline and telephone number, both free of charge, for customer service, as is required by a bill on customer service which is currently going through the Spanish Parliament, since the Directive in such cases guarantees only, on the principle of maximum harmonisation, that the consumer cannot be charged more than the basic price.