

Questions referred

1. Do mileage-dependent leasing contracts entered into with a consumer in respect of a motor vehicle for a term of 24 months constitute 'car rental services', meaning that they fall within the scope of the exception from the right of withdrawal under distance marketing law as set out in Article 16(l) of Directive 2011/83/EU? ⁽¹⁾
2. If Question 1 is answered in the negative:

Do mileage-dependent leasing contracts entered into with a consumer in respect of a motor vehicle constitute contracts for financial services within the meaning of Article 2(b) of Directive 2002/65/EC, ⁽²⁾ which was reproduced by Article 2(12) of Directive 2011/83?

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- ⁽¹⁾ Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (OJ 2011 L 304, p. 64).
- ⁽²⁾ Directive 2002/65/EC of the European Parliament and of the Council of 23 September 2002 concerning the distance marketing of consumer financial services and amending Council Directive 90/619/EEC and Directives 97/7/EC and 98/27/EC (OJ 2002 L 271, p. 16).

Request for a preliminary ruling from the Bezirksgericht für Handelssachen Wien (Austria) lodged on 19 December 2022 — Bundesarbeitskammer v HDI Global SE

(Case C-771/22, HDI Global)

(2023/C 112/31)

Language of the case: German

Referring court

Bezirksgericht für Handelssachen Wien

Parties to the main proceedings

Applicant: Bundesarbeitskammer

Defendant: HDI Global SE

Questions referred

1. Is Article 17 of Directive (EU) 2015/2302 ⁽¹⁾ of the European Parliament and of the Council of 25 November 2015 on package travel and related travel services, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC ('Directive 2015/2302') to be interpreted as meaning that payments made by a traveller to the travel organiser before the start of the trip or holiday are only covered where the trip or holiday does not take place as a result of the insolvency of that travel organiser, or are also payments made to the travel organiser before the opening of insolvency proceedings covered if the traveller terminates the contract before the occurrence of insolvency due to exceptional circumstances within the meaning of Article 12 of Directive 2015/2302?
2. Is Article 17 of Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and related travel services, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC ('Directive 2015/2302') to be interpreted as meaning that payments made by a traveller to the travel organiser before the start of the trip or holiday are covered where, even before the occurrence of insolvency, the traveller terminates the contract due to exceptional circumstances within the meaning of Article 12 of that directive, but the insolvency occurred during the trip or holiday that had been booked?

3. Is Article 17 of Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and related travel services, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC ('Directive 2015/2302') to be interpreted as meaning that payments made by a traveller to the travel organiser before the start of the trip or holiday are covered where, even before the occurrence of insolvency, the traveller terminates the contract due to exceptional circumstances within the meaning of Article 12 of that directive, and the insolvency of the travel organiser occurred due to those exceptional circumstances?

(¹) OJ 2015 L 326, p. 1.

Request for a preliminary ruling from the Amtsgericht Nürnberg (Germany) lodged on 21 December 2022 — JX v FTI Touristik GmbH

(Case C-774/22, FTI Touristik)

(2023/C 112/32)

Language of the case: German

Referring court

Amtsgericht Nürnberg

Parties to the main proceedings

Applicant: JX

Defendant: FTI Touristik GmbH

Question referred

Is Article 18(1) of Regulation (EU) No 1215/2012 (¹) of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (Article 18(1) of the Brussels I Regulation) to be interpreted as meaning that, in addition to providing for international jurisdiction, the rule also concerns a provision on the territorial jurisdiction of national courts in matters relating to a travel contract where both the consumer, as a traveller, and the other party to the contract, the tour operator[,] have their seat in the same Member State, but the travel destination is situated not in that Member State but abroad (so-called 'false internal cases') with the consequence that the consumer can make contractual claims against the tour operator supplementing national provisions on jurisdiction at the court of his or her place of residence?

(¹) OJ 2012 L 351, p. 1.

Request for a preliminary ruling from the Amtsgericht Hamburg (Germany) lodged on 22 December 2022 — flightright GmbH v TAP Portugal

(Case C-778/22, flightright)

(2023/C 112/33)

Language of the case: German

Referring court

Amtsgericht Hamburg

Parties to the main proceedings

Applicant: flightright GmbH

Defendant: TAP Portugal