

If Question 3 is answered in the affirmative:

4. Must Article 5 of the aforementioned Directive (EU) 2015/2302 be interpreted as meaning that, in the event that the parties agree to amend (adjust; 'reconfigure') the terms of the package travel contract after it has been concluded — in relation, for example (as here), to individual travel services within the meaning of Article 5(1)(a), such as the transport arrangements, the itinerary or the date of travel —, the pre-contractual information to be provided to the traveller must be provided again or updated in full (even if it is not affected by the 'reconfiguration') or in part?

(¹) Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, 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 (OJ 2015 L 326, p. 1).

**Request for a preliminary ruling from the Augstākā tiesa (Senāts) (Latvia) lodged on 9 June 2023 —
SIA A v C, D, E**

(Case C-365/23, Arce (¹))

(2023/C 296/23)

Language of the case: Latvian

Referring court

Augstākā tiesa (Senāts)

Parties to the main proceedings

Appellant and applicant at first instance: SIA A

Other parties in the appeal and defendants at first instance: C, D, E

Questions referred:

1. Does a contract for the provision of services for development and career support for a sportsperson, concluded between a trader carrying on its professional activity in the field of the development and coaching of sportspersons, on the one hand, and, on the other, a minor represented by his or her parents who, at the time the contract was concluded was not carrying on a professional activity in the field of the sport in question, fall within the scope of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (²) ('Directive 93/13')?
2. In the event that the answer to the first question is in the negative, does Directive 93/13 preclude national case-law that interprets the legislation transposing that directive into national law in such a way that the consumer protection provisions contained in that legislation are also applicable to such contracts?
3. In the event that the answer to the first or the second question is in the affirmative, may a national court carry out an assessment of the unfair nature, in accordance with Article 3 of Directive 93/13, of a contractual term which provides that, in exchange for the provision of the services, specified in the contract, for development and career support in a particular sport, the young sportsperson agrees to pay remuneration consisting of 10 % of the income received over the following 15 years, and find the term in question not to be one whose unfair nature is not, in accordance with Article 4(2) of Directive 93/13, subject to assessment?
4. In the event that the answer to the third question is in the affirmative, must a contractual term be found to have been drafted in plain, intelligible language within the meaning of Article 5 of Directive 93/13 where it provides that, in exchange for the provision of the services, specified in the contract, for development and career support for a sportsperson, the young sportsperson agrees to pay remuneration consisting of 10 % of the income received over the following 15 years, having regard to the fact that, at the time the contract was concluded, the young sportsperson did not have clear information about the value of the service provided or the amount he would have to pay in return for that service such as to enable him to evaluate the economic consequences it could have for him?

5. In the event that the answer to the third question is in the affirmative, must it be found that a contractual term according to which, in return for the provision of the services, specified in the contract, for development and career support for a sportsperson, the young sportsperson agrees to pay remuneration consisting of 10 % of the income received over the following 15 years, is, in accordance with Article 3(1) of Directive 93/13, a term that causes a significant imbalance in the parties' rights and obligations arising under the contract, to the detriment of the consumer, in view of the fact that under that Article 3(1) the value of the service provided is not linked to the cost it involves for the consumer?
6. In the event that the answer to the fifth question is in the affirmative, would a decision of a national court be contrary to Article 6(1) of Directive 93/13 where it reduces the amount that a consumer may be required to pay to the service provider to the amount of the actual expenditure incurred by the service provider in providing the services to the consumer under the contract?
7. In the event that the answer to the third question is in the negative, if a contractual term which provides that, in exchange for the provision of the services, specified in the contract, for development and career support for a sportsperson, the consumer agrees to pay remuneration consisting of 10 % of the income received over the following 15 years, is not, by virtue of Article 4(2) of Directive 93/13, subject to an assessment of whether it is unfair, may a national court, which has found the amount of the remuneration to be manifestly disproportionate to the contribution made by the service provider, nevertheless declare the contractual term in question to be unfair on the basis of national law?
8. In the event that the answer to the seventh question is in the affirmative, in the case of a contract concluded with a consumer before Article 8a of Directive 93/13 came into force, must regard be had to the information provided by the Member States to the European Commission under Article 8a of that directive on the measures adopted by the Member State under Article 8 of the directive and, if it must, is the jurisdiction of the national courts limited by the information provided by that Member State under Article 8a of Directive 93/13 where the Member State has indicated that its legislation does not go beyond the minimum standard established in that directive?
9. In the event that the answer to the first or the second question is in the affirmative, in the light of Article 17(1), in conjunction with Article 24, of the Charter of Fundamental Rights of the European Union, what is the significance as regards the application of the legislation transposing the provisions of Directive 93/13 into national law, of the fact that, at the time of conclusion of the contract for the provision of services in question, with a term of 15 years, the young sportsperson was a minor and, therefore, the contract was concluded by the minor's parents on his behalf, and established an obligation on him to pay remuneration of 10 % of all income received in the following 15 years?
10. In the event that the answer to the first or the second question is in the negative, having regard to the fact that sporting activities fall within the scope of EU law, are the fundamental rights enshrined in Article 17(1), in conjunction with Article 24(2), of the Charter of Fundamental Rights of the European Union, infringed by a contract for the provision of services with a term of 15 years concluded with a young sportsperson, who is a minor — concluded on his behalf by his parents — under which the minor is obliged to pay remuneration consisting of 10 % of all income received in the following 15 years?

⁽¹⁾ The name of the present case is a fictitious name. It does not correspond to the real name of any party to the proceedings.

⁽²⁾ OJ 1993, L 95, p. 29.

Request for a preliminary ruling from the Højesteret (Denmark) lodged on 13 June 2023 — EN v Udlændingenævnet

(Case C-375/23, Meislev ⁽¹⁾)

(2023/C 296/24)

Language of the case: Danish

Referring court

Højesteret

Parties to the main proceedings

Appellant: EN

Respondent: Udlændingenævnet