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(Announcements)

COURT PROCEEDINGS

COURT OF JUSTICE

Request for a preliminary ruling from the Fővárosi Törvényszék (Hungary) lodged on 5 November 2013 — Nóra Baczó and János István Vizsnyiczai v Raiffeisen Bank Zrt.

(Case C-567/13)

(2014/C 71/02)

*Language of the case: Hungarian***Referring court**

Fővárosi Törvényszék

Parties to the main proceedings*Applicants:* Nóra Baczó, János István Vizsnyiczai*Defendant:* Raiffeisen Bank Zrt.**Questions referred**

1. In proceedings brought before a local court for a declaration of the invalidity of a contract (standard contract terms), in which the consumer also seeks in his application a declaration of the unfairness of a term of the contract at issue in the proceedings, and thereby provides a basis for the jurisdiction of another court, the county court (törvényszék), is there a disadvantage for the consumer, given that, in proceedings brought by the other party to the contract, the consumer can rely on the unfairness of a contract term ⁽¹⁾ before the local court, and transfer to the county court burdens the consumer with higher costs?
2. Would the situation be more equal if, in proceedings brought by the consumer before the local court for a declaration of the invalidity of a contract, the consumer were able also to rely on the unfairness of a term of the contract, as a result of which that local court would have jurisdiction?

⁽¹⁾ Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts; OJ 1993 L 95, p. 29.

Request for a preliminary ruling from the Bundesgerichtshof (Germany) lodged on 12 November 2013 — Air Berlin PLC & Co. Luftverkehrs KG v Bundesverband der Verbraucherzentralen und Verbraucherverbände — Verbraucherzentrale Bundesverband eV

(Case C-573/13)

(2014/C 71/03)

*Language of the case: German***Referring court**

Bundesgerichtshof

Parties to the main proceedings*Appellant on a point of law:* Air Berlin PLC & Co. Luftverkehrs KG*Respondent in the appeal on a point of law:* Bundesverband der Verbraucherzentralen und Verbraucherverbände — Verbraucherzentrale Bundesverband eV**Questions referred**

1. Is the second sentence of Article 23(1) of Regulation (EC) No 1008/2008 ⁽¹⁾ to be interpreted as meaning that the final price to be paid must, in the context of a computerised booking system, be indicated when the prices of air services are shown for the first time?
2. Is the second sentence of Article 23(1) of Regulation (EC) No 1008/2008 to be interpreted as meaning that the final price to be paid must, in the context of a computerised booking system, be indicated only for the air service specifically selected by the customer or for each air service shown?

⁽¹⁾ Regulation (EC) No 1008/2008 of the European Parliament and of the Council of 24 September 2008 on common rules for the operation of air services in the Community (OJ L 293, 31.10.2008, p. 3).