

2. If any or all of the services supplied by the Appellant are 'connected with' immovable property within the meaning of Article 9(2)(a) of the Sixth VAT Directive (now Article 45 of the Recast VAT Directive), is the immovable property with which each or all of the services are connected the immovable property deposited into the pool, or the immovable property requested in exchange for the deposited immovable property, or both of these properties?
3. If any of the services are 'connected with' both immovable properties, how are the services to be classified under the Sixth VAT Directive (now the Recast VAT Directive)?
4. In light of the divergent solutions found by different Member States how does the Sixth VAT Directive (now the Recast VAT Directive) characterise the 'exchange fee' income of a taxable person received for the following supplies:
- facilitating the exchange of holiday usage rights held by one member of a scheme run by the taxable person for the holiday usage rights held by another member of that scheme; and/or
 - supplying usage rights in accommodation purchased by the taxable person from taxable third parties to supplement the pool of accommodation available to members of that scheme.

- (¹) Sixth Council Directive 77/388/EEC of 17 May 1977 on the harmonization of the laws of the Member States relating to turnover taxes — Common system of value added tax: uniform basis of assessment (OJ L 145, p. 1).
- (²) Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax (OJ L 347, p. 1).

Reference for a preliminary ruling from the Juzgado de Primera Instancia n° 4, Bilbao (Spain) lodged on 5 February 2008 — Asturcom Telecomunicaciones S.L. v Cristina Rodríguez Nogueira

(Case C-40/08)

(2008/C 92/31)

Language of the case: Spanish

Referring court

Juzgado de Primera Instancia n° 4, Bilbao

Parties to the main proceedings

Applicant: Asturcom Telecomunicaciones S.L.

Defendant: Cristina Rodríguez Nogueira

Question referred

May the protection of consumers under Council Directive 93/13/EEC (¹) of 5 April 1993 on unfair terms in consumer contracts require the court hearing an action for enforcement of a final arbitration award, made in the absence of the consumer, to determine of its own motion whether the arbitration agreement is void and accordingly to annul the award if it finds that that arbitration agreement contains an unfair term to the detriment of the consumer?

(¹) OJ 1993 L 95, p. 29.

Action brought on 5 February 2008 — Commission of the European Communities v Czech Republic

(Case C-41/08)

(2008/C 92/32)

Language of the case: Czech

Parties

Applicant: Commission of the European Communities (represented by: M. van Beek and P. Ondrůšek, acting as Agents)

Defendant: Czech Republic

Form of order sought

The Commission asks the Court to:

- declare that, in so far as the Czech Republic has failed to adopt (all) the laws, regulations and administrative provisions necessary to comply with Council Directive 86/378/EEC of 24 July 1986 on the implementation of the principle of equal treatment for men and women in occupational social security schemes (¹), or in any case has failed to inform the Commission thereof, the Czech Republic has failed to fulfil its obligations under Article 12 of that directive and Article 54 of the Act concerning the conditions of accession of the Czech Republic, the Republic of Estonia, the Republic of Cyprus, the Republic of Latvia, the Republic of Lithuania, the Republic of Hungary, the Republic of Malta, the Republic of Poland, the Republic of Slovenia and the Slovak Republic and the adjustments to the Treaties on which the European Union is founded;