

5. Is the national RdFunkBeitrStVtrBW law, particularly Paragraphs 2 and 3, compatible with the principle of equal treatment and the prohibition of discrimination in EU law if the contribution fee payable unconditionally by every resident for the purpose of financing a public service television broadcaster burdens a single parent much more per head than a member of a shared household? Is Directive 2004/113/EC⁽¹⁾ to be interpreted as also encompassing the contribution fee at issue and as meaning that an indirect disadvantage is sufficient when it is 90 % women who are more heavily burdened in the actual circumstances?
6. Is the national RdFunkBeitrStVtrBW law, particularly Paragraphs 2 and 3, compatible with the principle of equal treatment and the prohibition of discrimination in EU law if the contribution fee payable unconditionally by every resident for the purpose of financing a public service television broadcaster is twice as high for persons who need a second home for work reasons than for other workers?
7. Is the national RdFunkBeitrStVtrBW law, particularly Paragraphs 2 and 3, compatible with the principle of equal treatment in EU law, the prohibition of discrimination in EU law and the freedom of establishment in EU law if the contribution fee payable unconditionally by every resident for the purpose of financing a public service television broadcaster is organised as regards persons in such a way that, where the reception is the same, a German living immediately before the border with a neighbouring EU State owes the contribution fee solely depending on the location of his place of residence, but a German living immediately beyond the border does not owe the contribution fee, just as a foreign EU citizen who for work reasons has to settle immediately beyond an internal EU border is charged the contribution fee while an EU citizen immediately before the border is not, even if neither is interested in receiving the German broadcaster?

⁽¹⁾ Council Directive 2004/113/EC of 13 December 2004 implementing the principle of equal treatment between men and women in the access to and supply of goods and services, OJ 2004 L 373, p. 37.

Request for a preliminary ruling from the Bundesverfassungsgericht (Germany) lodged on 15 August 2017 — Heinrich Weiss and Others

(Case C-493/17)

(2017/C 402/11)

Language of the case: German

Referring court

Bundesverfassungsgericht

Parties to the main proceedings

Applicants: Heinrich Weiss, Jürgen Heraeus, Patrick Adenauer, Bernd Lucke, Hans-Olaf Henkel, Joachim Starbatty, Bernd Kölmel, Ulrike Trebesius, Peter Gauweiler, Johann Heinrich von Stein, Gunnar Heinsohn, Otto Michels, Reinhold von Eben-Worlée, Michael Göde, Dagmar Metzger, Karl-Heinz Hauptmann, Stefan Städter, Markus C. Kerber and Others

Defendants: Federal Government, European Central Bank, Deutsche Bundesbank

Questions referred

1. Does Decision (EU) 2015/774 of the European Central Bank of 4 March 2015 on a secondary markets public sector asset purchase programme (ECB/2015/10)⁽¹⁾, as amended by Decision (EU) 2015/2101 of the European Central Bank of 5 November 2015 amending Decision (EU) 2015/774 on a secondary markets public sector asset purchase programme (ECB/2015/33)⁽²⁾, Decision (EU) 2016/702 of the European Central Bank of 18 April 2016 amending Decision (EU) 2015/774 on a secondary markets public sector asset purchase programme (ECB/2016/8)⁽³⁾ and Decision (EU) 2016/1041 of the European Central Bank of 22 June 2016 on the eligibility of marketable debt instruments issued or fully guaranteed by the Hellenic Republic and repealing Decision (EU) 2015/300 (ECB/2016/18)⁽⁴⁾, or the method of its implementation, infringe Article 123(1) of the Treaty on the Functioning of the European Union?

Does it infringe Article 123(1) of the Treaty on the Functioning of the European Union in particular if in the course of the public sector asset purchase programme (PSPP)

- a) details of the purchases are communicated in a way that creates de facto certainty on the markets that the Eurosystem will purchase part of the bonds to be issued by the Member States?
 - b) even after the event no details are given about compliance with minimum periods between the issue of a debt instrument on the primary market and its purchase on the secondary market, with the result that a review by the courts is not possible in that regard?
 - c) all bonds purchased are not resold but held until maturity and thus withdrawn from the market?
 - d) the Eurosystem purchases marketable debt instruments with a negative yield at maturity?
2. Does the Decision referred to in 1 above then infringe Article 123 TFEU in any event if, in view of changes in conditions on the finance markets, in particular as a result of a shortage of bonds available for purchase, its continued implementation requires a continual loosening of the originally agreed purchase rules and the restrictions laid down in the case-law of the Court of Justice for a bond purchase programme, such as the PSPP represents, lose their effect?
3. Does the current version of Decision (EU) 2015/774 of the European Central Bank of 4 March 2015, referred to in 1 above, infringe Article 119 and Article 127(1) and (2) of the Treaty on the Functioning of the European Union and Articles 17 to 24 of the Protocol on the Statute of the European System of Central Banks and of the European Central Bank because it exceeds the monetary policy mandate of the European Central Bank laid down in those provisions and for that reason encroaches upon the competence of the Member States?

Is the mandate of the European Central Bank exceeded in particular as a result of the fact that

- a) on the basis of the volume of the PSPP, which amounted to EUR 1 534,8 billion on 12 May 2017, the Decision referred to in 1 above materially influences the refinancing terms of the Member States?
 - b) in view of the improvement in the refinancing terms of the Member States referred to in (a) above and their effect on the commercial banks, the Decision referred to in 1 above has not only indirect economic policy consequences but its objectively ascertainable effects suggest that an economic policy aim of the programme is at least of equal priority as the monetary policy aim?
 - c) on account of its powerful economic policy effects, the Decision referred to in 1 above infringes the principle of proportionality?
 - d) in the absence of a specific statement of reasons during the period of more than two years of implementation, it is not possible to examine whether the Decision referred to in 1 above is still necessary and proportionate?
4. Does the Decision referred to in 1 above infringe Article 119 and Article 127(1) and (2) TFEU and Articles 17 to 24 of the Protocol on the Statute of the European System of Central Banks and of the European Central Bank in any event because its volume and implementation period of more than two years and the resulting economic policy effects give grounds for a different view of the need for and proportionality of the PSPP and consequently, from a certain point in time, it exceeds the economic policy mandate of the European Central Bank?

5. Does the unlimited sharing of risks between the national central banks of the Eurosystem that may be provided for under the Decision referred to in 1 above, in the event of the non-repayment of bonds of the central governments and of equivalent issuers, infringe Article 123 and Article 125 of the Treaty on the Functioning of the European Union and Article 4(2) of the Treaty on European Union, if as a result it may be necessary for national central banks to be recapitalised using budget funds?

⁽¹⁾ OJ 2015 L 121, p. 20.

⁽²⁾ OJ 2015 L 303, p. 106.

⁽³⁾ OJ 2016 L 121, p. 24.

⁽⁴⁾ OJ 2016 L 169, p. 14.

Request for a preliminary ruling from the Fővárosi Törvényszék (Hungary) lodged on 21 August 2017 — Lintner Györgyné v UniCredit Bank Hungary

(Case C-511/17)

(2017/C 402/12)

Language of the case: Hungarian

Referring court

Fővárosi Törvényszék

Parties to the main proceedings

Applicant: Lintner Györgyné

Defendant: UniCredit Bank Hungary

Questions referred

1. Must Article 6(1) of the Unfair Terms Directive ⁽¹⁾ — having regard also to the national legislation requiring legal representation — be interpreted as meaning that it is necessary to examine each of the clauses of a contract individually in the light of whether it may be regarded as unfair, irrespective of whether an examination of all the terms of the contract is actually necessary in order to rule on the claim made in the action?
2. If not, is it necessary, contrary to the suggestion in question 1, to interpret Article 6(1) of the Unfair Terms Directive as meaning that, in order to find that the clause on which the claim is based is unfair, all the other terms of the contract must also be examined?
3. If the answer to question 2 is affirmative, does that mean that it is in order to be able to establish that the clause at issue is unfair that it is necessary to examine the entire contract, that is to say that it is not necessary to examine each part of the contract individually for unfairness, independently of the clause disputed in the action?

⁽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 Bundespatentgericht (Germany) lodged on 5 September 2017 — LN

(Case C-527/17)

(2017/C 402/13)

Language of the case: German

Referring court

Bundespatentgericht