

Parties to the main proceedings

Appellant: Land Hessen

Respondent: Florence Feyerbacher

Re:

Reference for a preliminary ruling — Hessisches Landessozialgericht, Darmstadt — Interpretation of Article 15 of the Agreement of 18 September 1998 between the Government of the Federal Republic of Germany and the European Central Bank on the Headquarters of that institution, in conjunction with Article 36 of the Protocol on the Statute of the European System of Central Banks and the European Central Bank — Right of a German official of the European Central Bank to receive a parental allowance provided for under German law — Classification of the Agreement on the Headquarters of the European Central Bank as part of European Union law or as an international treaty — Applicability of the provisions of German social law providing for the parental allowance to employees of the European Central Bank

Operative part of the judgment

Article 15 of the Agreement of 18 September 1998 between the German Government and the European Central Bank on the Headquarters of that institution, read in conjunction with Article 36 of the Protocol on the Statute of the European System of Central Banks and of the European Central Bank, in the version annexed to the EC Treaty, does not preclude the Federal Republic of Germany from being able to grant an allowance such as that at issue in the main proceedings.

(¹) OJ C 145, 14.5.2011.

Judgment of the Court (Third Chamber) of 19 July 2012
(reference for a preliminary ruling from the Oberlandesgericht Köln — Germany) — *ebookers.com Deutschland GmbH v Bundesverband der Verbraucherzentralen und Verbraucherverbände — Verbraucherzentrale Bundesverband eV*

(Case C-112/11) (¹)

(Transport — Air transport — Common rules for the operation of air services in the European Union — Regulation (EC) No 1008/2008 — Obligation on the person selling air travel to ensure that the customer's acceptance of optional price supplements is on an opt-in basis — Concept of 'optional price supplements' — Price of flight cancellation insurance provided by an independent insurance company and forming part of the overall price)

(2012/C 295/14)

Language of the case: German

Referring court

Oberlandesgericht Köln

Parties to the main proceedings

Applicant: ebookers.com Deutschland GmbH

Defendant: Bundesverband der Verbraucherzentralen und Verbraucherverbände — Verbraucherzentrale Bundesverband eV

Re:

Reference for a preliminary ruling — Oberlandesgericht Köln — Interpretation of Article 23(1) of 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 (Recast) (OJ 2008 L 293, p. 3) — Obligation on the seller of the air travel to ensure that the customer's acceptance of the optional price supplements is on an opt-in basis — Concept of 'optional price supplements' — Price of cancellation insurance provided by an independent insurance company, forming part of the overall price and charged to the passenger at the same time as the price of the flight

Operative part of the judgment

The concept of 'optional price supplements', referred to in the last sentence of Article 23(1) of 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, must be interpreted as meaning that it covers costs, connected with the air travel, arising from services, such as the flight cancellation insurance at issue in the main proceedings, supplied by a party other than the air carrier and charged to the customer by the person selling that travel, together with the air fare, as part of a total price.

(¹) OJ C 173, 11.6.2011.

Judgment of the Court (Fourth Chamber) of 19 July 2012
(reference for a preliminary ruling from the Court of Appeal (England & Wales) (Civil Division) — United Kingdom) — *Neurim Pharmaceuticals (1991) Ltd v Comptroller-General of Patents*

(Case C-130/11) (¹)

(Medicinal products for human use — Supplementary protection certificate — Regulation (EC) No 469/2009 — Article 3 — Conditions for obtaining a supplementary protection certificate — Medicinal product having obtained a valid marketing authorisation — First authorisation — Product successively authorised as a veterinary medicinal product and a human medicinal product)

(2012/C 295/15)

Language of the case: English

Referring court

Court of Appeal (England & Wales) (Civil Division)

Parties to the main proceedings

Applicant: Neurim Pharmaceuticals (1991) Ltd

Defendant: Comptroller-General of Patents