

Parties to the main proceedings

Applicants: Rafael Villafañez Gallego and María Pérez Anguio

Defendant: Banco Bilbao Vizcaya Argentaria, S.A.

Questions referred

1. On a proper construction of Article 3(1) and (2) of Directive 93/13,⁽¹⁾ must an agreement between a bank and an individual consumer be held to be individually negotiated when, as well as altering the conditions on the limiting of interest rates, it imposes on the consumer the costs of amending the authentic instrument of loan and mortgage executed by the bank and the consumer, and when that agreement was proposed by the bank as one of the possible alternatives for altering the financial terms of the loan and was voluntarily accepted by the consumer following an agreement reached after negotiations between the bank and a mutual society of which the consumer is a member in the interests and to the benefit of the members of that mutual society?
2. If the first question is answered in the negative, is Article 3(1), read in conjunction with Article 6(1) of Directive 93/13/EEC, to be interpreted, with regard to the unfairness of the term, as precluding an agreement such as that described in the first question, having regard to the purpose and object of the agreement between the bank and the mutual society?

⁽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 Rechtbank van eerste aanleg te Turnhout (Belgium) lodged on 5 February 2014 — Openbaar Ministerie v Marc Emiel Melanie De Beuckeleer and Others

(Case C-56/14)

(2014/C 135/24)

Language of the case: Dutch

Referring court

Rechtbank van eerste aanleg te Turnhout

Parties to the main proceedings

Applicant: Openbaar Ministerie

Defendants: Marc Emiel Melanie De Beuckeleer, Michiel Martinus Zeeuws, Staalbeton NV/SA

Question referred

Is the prior declaration requirement for employees imposed under the LIMOSA system, as provided for in Articles 137 to 152 of the Belgian Programme Law of 27 December 2006, incompatible with the freedom to provide services guaranteed by Article 49 EC and Article 56 TFEU?

Request for a preliminary ruling from the Tribunale Regionale di Giustizia Amministrativa di Trento (Italy) lodged on 7 February 2014 — Orizzonte Salute — Studio Infermieristico Associato v Azienda Pubblica di Servizi alla persona ‘San Valentino’ and Others

(Case C-61/14)

(2014/C 135/25)

Language of the case: Italian

Referring court

Tribunale Regionale di Giustizia Amministrativa di Trento