

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

Parties to the main proceedings

Applicant: Orizzonte Salute — Studio Infermieristico Associato

Defendants: Azienda Pubblica di Servizi alla persona ‘San Valentino’ — Città di Levico Terme, Ministero della Giustizia, Ministero dell’Economia e delle Finanze, Presidenza del Consiglio dei Ministri and Segretario Generale del Tribunale Regionale di Giustizia Amministrativa di Trento

Other party to the proceedings: Associazione Infermieristica D & F. Care

Question referred

Do the principles laid down in Council Directive 89/665/EEC ⁽¹⁾ of 21 December 1989 on the coordination of the laws, regulations and administrative provisions relating to the application of review procedures to the award of public supply and public works contracts, as amended by Council Directive 92/50/EEC ⁽²⁾ of 18 June 1992, as subsequently amended and added to, preclude a provision of national law, such as that set out in Article 13(1a), (1c) and (6a) and in Article 14(3b) of Decree of the President of the Republic No 115 of 30 May 2002 (as progressively amended by subsequent legislative interventions) which laid down high amounts of the standard fee for access to administrative proceedings relating to public contracts?

⁽¹⁾ Council Directive 89/665/EEC of 21 December 1989 on the coordination of the laws, regulations and administrative provisions relating to the application of review procedures to the award of public supply and public works contracts (OJ 1989 L 395, p. 33).

⁽²⁾ Council Directive 92/50/EEC of 18 June 1992 relating to the coordination of procedures for the award of public service contracts (OJ 1992 L 209, p. 1).

Action brought on 10 February 2014 — European Commission v French Republic

(Case C-63/14)

(2014/C 135/26)

Language of the case: French

Parties

Applicant: European Commission (represented by: B. Stromsky, Agent)

Defendant: French Republic

Form of order sought

— declare that, by failing to take, within the prescribed periods, all the measures necessary to recover from the recipient the State aid declared illegal and incompatible with the internal market by Article 2(1) of Commission Decision 2013/435/EU of 2 May 2013 on State aid SA.22843 implemented by France in favour of Société Nationale Maritime Corse-Méditerranée and the Compagnie Méridionale de Navigation, ⁽¹⁾ in not having annulled, within the prescribed periods, all the aid payments referred to in that Article 2(1) and in not having informed the Commission, within the prescribed period, of the measures taken to comply with that decision, the French Republic has failed to fulfil its obligations under the fourth paragraph of Article 288 TFEU and Articles 3, 4 and 5 of that decision;

— order French Republic to pay the costs.

Pleas in law and main arguments

The time-limit within which the French Republic should have recovered the aid illegally paid to the SNCM expired four months after notification of the decision.

⁽¹⁾ OJ 2013 L 220, p. 20.