

4. Does Article 11(3) of Directive 2008/115/EC imply that a third-country national must in principle lodge an application for the lifting or suspension of a current and final entry ban outside the European Union or are there circumstances in which he can also lodge that application in the European Union?
- (a) Must the third and fourth subparagraphs of Article 11(3) of Directive 2008/115/EC be understood to mean that the requirement laid down in the first subparagraph of Article 11(3) of the said Directive, to the effect that the withdrawal or the suspension of the entry ban can only be considered if the third-country national concerned is able to demonstrate that he or she has left the territory in full compliance with a return decision, must plainly have been met in every individual case or in all categories of cases?
- (b) Do Articles 5 and 11 of Directive 2008/115/EC preclude an interpretation whereby a residence application in the context of family reunification with a static Union citizen, who has not exercised his right of freedom of movement and establishment, is regarded as an implicit (temporary) application to lift or suspend the valid and final entry ban whereby, if it is shown that the residence conditions have not been met, the valid and final entry ban is revived?
- (c) Is the fact that the obligation to lodge a request for lifting or suspension in the country of origin possibly entails only a temporary separation between the third-country national and the static Union citizen, a relevant factor? Are there nevertheless circumstances in which Articles 7 and 24 of the Charter preclude such a temporary separation?
- (d) Is the fact that the only effect of the obligation to lodge a request for lifting or suspension in the country of origin is that the Union citizen would, if necessary, only have to leave the territory of the European Union in its entirety for a limited time, a relevant factor? Are there circumstances in which Article 20 TFEU nevertheless precludes the fact that the static Union citizen would have to leave the territory of the European Union in its entirety for a limited time?

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<sup>(1)</sup> Directive of the European Parliament and of the Council of 16 December 2008 on common standards and procedures in Member States for returning illegally staying third-country nationals (OJ 2008 L 348, p. 98).

<sup>(2)</sup> OJ 2000 C 364, p. 1.

<sup>(3)</sup> Directive of the European Parliament and of the Council of 29 April 2004 on the right of citizens of the Union and their family members to move and reside freely within the territory of the Member States amending Regulation (EEC) No 1612/68 and repealing Directives 64/221/EEC, 68/360/EEC, 72/194/EEC, 73/148/EEC, 75/34/EEC, 75/35/EEC, 90/364/EEC, 90/365/EEC and 93/96/EEC (OJ 2004 L 158, p. 77).

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**Reference for a preliminary ruling from Upper Tribunal (Tax and Chancery Chamber) (United Kingdom) made on 15 February 2016 — The English Bridge Union Limited v Commissioners for Her Majesty's Revenue & Customs**

**(Case C-90/16)**

(2016/C 145/29)

*Language of the case: English*

**Referring court**

Upper Tribunal (Tax and Chancery Chamber)

**Parties to the main proceedings**

*Applicant:* The English Bridge Union Limited

*Defendant:* Commissioners for Her Majesty's Revenue & Customs

**Questions referred**

1. What are the essential characteristics which an activity must exhibit in order for it to be a 'sport' within the meaning of article 132(1)(m) of Council Directive 2006/112/EC<sup>(1)</sup> of 28th November 2006 ('the Principal VAT Directive')? In particular must an activity have a significant (or not insignificant) physical element which is material to its outcome or is it sufficient that it has a significant mental element which is material to its outcome?

2. Is duplicate contract bridge a 'sport' within article 132(1)(m) of the Principal VAT Directive?

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<sup>(1)</sup> Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax  
OJ L 347, p. 1

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**Request for a preliminary ruling from the Juzgado de Primera Instancia No 38 de Barcelona (Spain)  
lodged on 17 February 2016 — Banco Santander, S.A. v Mahamdou Demba and Mercedes Godoy  
Bonet**

**(Case C-96/16)**

(2016/C 145/30)

*Language of the case: Spanish*

**Referring court**

Juzgado de Primera Instancia No 38 de Barcelona

**Parties to the main proceedings**

*Applicant:* Banco Santander, S.A.

*Defendants:* Mahamdou Demba and Mercedes Godoy Bonet

**Questions referred**

1. Does the business practice of assigning or purchasing debts without offering the consumer the opportunity to extinguish the debt by paying the price, interest, expenses and costs of the proceedings to the assignee comply with EU law, and specifically with Article 38 of the Charter of Fundamental Rights of the European Union, Article 2 C of the Treaty of Lisbon, and Articles 4(2), 12 and 169(1) of the Treaty on the Functioning of the European Union? <sup>(1)</sup>
2. Is that business practice of purchasing a consumer's debt for a negligible price without his consent or knowledge, without including that practice as a general condition or unfair term imposed in the agreement, and without giving the consumer the opportunity to participate in that operation by purchasing and thus extinguishing the debt, compatible with the principles laid down in Directive 93/13/EEC <sup>(2)</sup> of 5 April 1993 on unfair terms in consumer contracts, and, by extension, with the principle of effectiveness and with Articles 3(1) and 7(1) of that directive?
3. For the purpose of safeguarding the protection of consumers and users and the Community case-law which develops it, is it in accordance with European law, Directive 93/13, and in particular Article 6(1) and Article 7(1) thereof, to establish as an unequivocal criterion that, in unsecured loan agreements concluded with consumers, a non-negotiated term which sets a default interest rate that exceeds by more than two percentage points the basic contract rate of interest ('ordinary interest') is unfair?
4. For the purpose of safeguarding the protection of consumers and users and the Community case-law which develops it, is it in accordance with European law, Directive 93/13, and in particular Article 6(1) and Article 7(1) thereof, to establish, as a consequence, that ordinary interest will continue to accrue until the debt has been paid in full?

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<sup>(1)</sup> OJ 2000, C 364, p. 1.

<sup>(2)</sup> OJ 1993 L 95, p. 29.