

2. Orders European Road Transport Telematics Implementation Coordination Organisation — Intelligent Transport Systems & Services Europe (Ertico — ITS Europe) to bear its own costs and to pay those incurred by the European Commission;
3. Orders the Czech Republic to bear its own costs.

(¹) OJ C 312, 16.9.2019.

Judgment of the Court (Third Chamber) of 18 March 2021 (request for a preliminary ruling from the Supreme Court of the United Kingdom — United Kingdom) — X v Kuoni Travel Ltd

(Case C-578/19) (¹)

(Reference for a preliminary ruling — Directive 90/314/EEC — Article 5(2), third indent — Package travel, package holidays and package tours — Contract concerning package travel concluded between a travel organiser and a consumer — Liability of the travel organiser for the proper performance of obligations arising from the contract by other suppliers of services — Damage resulting from the acts of an employee of a supplier of services — Exemption from liability — Event that cannot be foreseen or forestalled by the travel organiser or the supplier of services — Concept of a ‘supplier of services’)

(2021/C 182/13)

Language of the case: English

Referring court

Supreme Court of the United Kingdom

Parties to the main proceedings

Appellant: X

Respondent: Kuoni Travel Ltd

Intervener: ABTA Ltd

Operative part of the judgment

The third indent of Article 5(2) of Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours, in so far as it provides for a ground for exemption from liability of an organiser of package travel for the proper performance of the obligations arising from a contract relating to such travel, concluded between that organiser and a consumer and governed by that directive, must be interpreted as meaning that, in the event of non-performance or improper performance of those obligations, which is the result of the actions of an employee of a supplier of services performing that contract:

- that employee cannot be regarded as a supplier of services for the purposes of the application of that provision, and
- the organiser cannot be exempted from its liability arising from such non-performance or improper performance, pursuant to that provision.

(¹) OJ C 328, 30.9.2019.