

must be interpreted as meaning that a natural person who becomes a member of a scheme implemented by a commercial company and allowing, inter alia, certain financial benefits in connection with the purchase, by that natural person or by other persons participating in that scheme further to his or her referral, of goods and services from that company's business partners, where that natural person is acting for purposes which are outside his or her trade, business or profession, falls within the scope of the concept of 'consumer', within the meaning of that provision.

<sup>(1)</sup> OJ C 452, 8.11.2021.

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**Judgment of the Court (First Chamber) of 8 June 2023 (request for a preliminary ruling from the Consiglio di Stato — Italy) — Fastweb SpA, TIM SpA, Vodafone Italia SpA, Wind Tre SpA v Autorità per le Garanzie nelle Comunicazioni**

(Case C-468/20, <sup>(1)</sup> Fastweb and Others (Time frame for billing))

*(Reference for a preliminary ruling — Electronic communications networks and services — Directives 2002/19/EC, 2002/20/EC, 2002/21/EC and 2002/22/EC — Article 49 TFEU — Freedom of establishment — Article 56 TFEU — Freedom to provide services — National legislation granting the national regulatory authority the power to impose on telephony service providers a minimum time frame for the renewal of offers and a minimum time frame for billing — Consumer protection — Principle of proportionality — Principle of equal treatment)*

(2023/C 261/32)

Language of the case: Italian

#### Referring court

Consiglio di Stato

#### Parties to the main proceedings

*Applicants:* Fastweb SpA, TIM SpA, Vodafone Italia SpA, Wind Tre SpA

*Defendant:* Autorità per le Garanzie nelle Comunicazioni

*Intervening parties:* Telecom Italia SpA, Vodafone Italia SpA, Associazione Movimento Consumatori, U.Di.Con, Unione per la Difesa dei Consumatori, Wind Tre SpA, Assotelecomunicazioni (Asstel), Eolo SpA, Coordinamento delle associazioni per la tutela dell'ambiente e dei diritti degli utenti e consumatori (Codacons), Associazione degli utenti per i diritti telefonici — A.U.S. TEL ONLUS, Altroconsumo, Federconsumatori

#### Operative part of the judgment

Articles 49 and 56 TFEU and Article 8(1), first subparagraph, (2)(a), (4)(b) and (d) and (5)(b) of Directive 2002/21/EC of the European Parliament and of the Council of 7 March 2002 on a common regulatory framework for electronic communications networks and services (Framework Directive), as amended by Directive 2009/140/EC of the European Parliament and of the Council of 25 November 2009, and Articles 20 to 22 of Directive 2002/22/EC of the European Parliament and of the Council of 7 March 2002 on universal service and users' rights relating to electronic communications networks and services (Universal Service Directive), as amended by Directive 2009/136/EC of the European Parliament and of the Council of 25 November 2009, read in conjunction with the principles of proportionality and equal treatment,

must be interpreted as meaning that they do not preclude national legislation which confers on the national regulatory authority the power to adopt a decision requiring, on the one hand, mobile telephony service operators to have a time frame for the renewal of commercial offers and billing of not less than four weeks and, on the other hand, operators of fixed telephony and related services to have a time frame for the renewal of such offers and billing of one month or multiples thereof, provided that the two categories of services in question are, in the light of the subject matter and purpose of that national legislation, in different situations.

<sup>(1)</sup> OJ C 257, 4.7.2022.