3. Is Article [23] of Directive 2008/48/EC to be interpreted as meaning that a penalty provided for in national law, in the form of the nullity of the consumer credit agreement, whereby only the principal amount granted is to be repaid, is proportionate where the annual percentage rate of charge is not accurately indicated in the consumer credit agreement?

4. Is Article 4(1) and (2) of Directive 93/13/EEC [2] to be interpreted as meaning that a fee for a package of ancillary services provided for in a supplementary agreement to a consumer credit agreement, which has been concluded separately and in addition to the main agreement, must be regarded as part of the main subject matter of the agreement and cannot therefore be the subject matter of the assessment of unfairness?

5. Is Article 3(1) of Directive 93/13/EEC read in conjunction with point 1(o) of the annex to that directive to be interpreted as meaning that a term in an agreement on ancillary services relating to consumer credit is unfair if it grants the consumer the abstract possibility of deferring and rescheduling payments, in respect of which that consumer owes fees even if he or she does not make use of it?

6. Are Articles 6(1) and 7(1) of Directive 93/13 and the principle of effectiveness to be interpreted as meaning that they preclude a legal provision whereby the consumer may be made to bear part of the costs of the proceedings in the following cases: (1) where a claim for a declaration that sums are not owed by reason of the established unfairness of a term is upheld in part […]; (2) where it is practically impossible or excessively difficult for the consumer, in the exercise of his or her rights, to specify the amount of the claim; (3) in all cases where an unfair term is present, including in cases where the presence of the unfair term does not directly affect, either in whole or in part, the amount of the creditor's claim, or where the term has no direct connection with the subject matter of the proceedings?

([1]) Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC (OJ 2008 L 133, p. 66).

([2]) Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29).

Reference for a preliminary ruling from Supreme Court (Ireland) made on 25 November 2022 — Friends of the Irish Environment CLG v Government of Ireland, Minister for Housing, Planning and Local Government, Ireland and the Attorney General

(Case C-727/22)

(2023/C 63/26)

Language of the case: English

Referring court

Supreme Court

Parties to the main proceedings

Applicant: Friends of the Irish Environment CLG

Defendants: Government of Ireland, Minister for Housing, Planning and Local Government, Ireland and the Attorney General

Questions referred

1. Must Article 2(a) of the SEA Directive [1], read in conjunction with Article 3(2)(a), be interpreted to mean that a measure adopted by the executive arm of a Member State, other than by reason of a legislative or administrative compulsion, and not on the authority of any regulatory, administrative or legislative measure, is capable of being a plan or programme to which the Directive applies, if the plan or programme so adopted sets a framework for downstream grant or refusal of development consent and thus satisfies the test from Article 3(2) of the Directive

2. Must Article 3(1) read in conjunction with Article 3(8) and (9) of the SEA Directive be interpreted to mean that a plan or programme which makes specific, albeit described as 'indicative', provision for the allocation of funds to build certain infrastructure projects with a view to supporting the spatial development strategy of another plan, itself forming the basis of downstream spatial development strategy, could itself be a plan or programme within the meaning of the SEA Directive?

If the answer to previous question is yes, does the fact that a plan which has as its objective the allocation of resources, mean that it must be treated as a budgetary plan within the meaning of Article 3(8)?

3. Must Article 5, and Annex 1, of the SEA Directive be interpreted to mean that where an environmental assessment is required under Article 3(1), the environmental report for which provision is made therein should, once reasonable alternatives to a preferred option are identified, carry out an assessment of the preferred option and the reasonable alternatives on a comparable basis?

   If the answer to previous question is yes, is the requirement of the Directive met if the reasonable alternatives are assessed on a comparable basis prior to the selection of the preferred option, and thereafter the draft plan or programme is assessed and a more complete SEA assessment then carried out in regard to the preferred option only?

(1) Directive 2001/42/EC of the European Parliament and of the Council of 27 June 2001 on the assessment of the effects of certain plans and programmes on the environment (OJ 2001, L 197, p. 30).

Request for a preliminary ruling from the Varhoven administrativen sad (Bulgaria) lodged on 29 November 2022 — Direktor na Direktsia 'Obzhalvane i danachno-osiguritelna praktika' — Sofia pri Tsentralno upravlenie na NAP v 'Valentina Heights' EOOD

(Case C-733/22)

(2023/C 63/27)

Language of the case: Bulgarian

Referring court

Varhoven administrativen sad

Parties to the main proceedings

Appellant in cassation: Direktor na Direktsia 'Obzhalvane i danachno-osiguritelna praktika' — Sofia pri Tsentralno upravlenie na NAP

Respondent in cassation: 'Valentina Heights' EOOD

Questions referred

1. Must Article 98(2) of, in conjunction with point 12 of Annex III to, Council Regulation 2006/112/EC (1) of 28 November 2006 on the common system of value added tax be interpreted as meaning that the reduced rate made available in that provision for accommodation provided in hotels and similar establishments may be applied where those establishments have not been categorised in accordance with the national legal provisions of the Member State requesting the preliminary ruling[?]

2. If that question is answered in the negative, must Article 98(2) of, in conjunction with point 12 of Annex III to, Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax be interpreted as meaning that it allows the reduced rate to be applied selectively to concrete and specific aspects of a given category of supply, in the case where the application of the reduced rate is subject to the condition that 'accommodation provided in hotels and similar establishments' may take place only in accommodation facilities which have been categorised in accordance with the national legal provisions of the Member State requesting the preliminary ruling, or in respect of which a provisional certificate attesting to the commencement of categorisation proceedings has been issued[?]

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