Parties

Applicants: Tiercé Ladbroke SA and Derby SA

Defendant: Belgian State

Re:

Reference for a preliminary ruling — Cour d'appel de Bruxelles (Belgium) — Interpretation of Article 13(B)(d)(3) of Sixth Council Directive 77/388/EEC of 17 May 1977 on the harmonisation of the laws of the Member States relating to turnover taxes — Common system of value added tax: uniform basis of assessment (OJ 1977 L 145, p. 1) — Exemption in relation to transactions, including negotiation, concerning deposit accounts and payments — Bets, lotteries and other games of chance or forms of gambling — Supply of services by buralistes responsible for collecting the bets on behalf of a principal and, where appropriate, for paying out winnings to bettors — Whether eligible for the exemption provided for in Article 13(B)(d)(3)

Operative part of the order

The terms 'transactions, including negotiation, concerning deposit accounts and payments' used in Article 13(B)(d)(3) of Sixth Council Directive 77/388/EEC of 17 May 1977 on the harmonisation of the laws of the Member States relating to turnover taxes — Common system of value added tax: uniform basis of assessment are to be interpreted as meaning that they do not refer to the supply of services by an agent acting on behalf of a client which carries out the activity of accepting bets on horse races and other sporting events, consisting of acceptance by the agent of bets on behalf of the client, registration thereof, confirmation to the client, by presentation of the betting slip, that a bet was made, collection of funds, payment of winnings, sole assumption of liability as regards the client for management of the funds collected and for thefts and/or losses of money and receipt of remuneration in the form of commission from the client as remuneration for that activity.

([1]) OJ C 170, 21.7.2007.

Action brought on 10 August 2007 — Hervé Raulin v French Republic

(Case C-454/07)

(2008/C 183/12)

Language of the case: French

Parties

Applicant: Hervé Raulin (represented by: C. Vaucois, avocat)

Defendant: French Republic

By order of 16 May 2008, the Court (Fifth Chamber) declared that it clearly had no jurisdiction to decide the action and ordered the applicant to bear his own costs.

Action brought on 7 February 2008 — Sandra Raulin v French Republic

(Case C-49/08)

(2008/C 183/13)

Language of the case: French

Parties

Applicant: Sandra Raulin (represented by: C. Vaucois, avocat)

Defendant: French Republic

By order of 16 May 2008 the Court (Fifth Chamber) declared that it clearly had no jurisdiction to give a ruling on the action and ordered Mrs Raulin to pay her own costs.

Reference for a preliminary ruling from the Fővárosi Bíroság (Hungarian Republic) lodged on 2 April 2008 — LIDL Magyarország Kereskedelmi Bt. v Nemzeti Hírközlési Hatóság Tanácsa

(Case C-132/08)

(2008/C 183/14)

Language of the case: Hungarian

Referring court

Fővárosi Bíroság

Parties to the main proceedings

Applicant: LIDL Magyarország Kereskedelmi Bt.

Defendant: Nemzeti Hírközlési Hatóság Tanácsa

Questions referred

1. Can Article 8 of Directive 1999/5/EC ([1]) of the European Parliament and of the Council be interpreted as meaning that no obligations apart from those concerning the free movement of radio equipment and telecommunications terminal equipment ('equipment') in the directive may be laid down as regards the marketing of equipment which falls within the scope of the directive and which has had the CE mark affixed by its producer, established in another Member State?

2. Can Article 2(e) and (f) of Directive 2001/95/EC ([2]) of the European Parliament and of the Council be interpreted, as regards obligations relating to marketing, as meaning that an entity may also be regarded as a producer if it markets equipment in a Member State (without being involved in the manufacture of the equipment) and is established in a Member State other than the one where the producer is established?

3. Can Article 2(e)(i), (ii) and (iii), and (f) of Directive 2001/95/EC of the European Parliament and of the Council be interpreted as meaning that the distributor of equipment manufactured in another Member State (who is not the same person as the producer) can be required to issue a declaration of conformity setting out the technical data relating to the equipment?

4. Can Article 2(e)(i), (ii) and (iii), and (f) of Directive 2001/95/EC of the European Parliament and of the Council be interpreted as meaning that an entity which carries out only distribution in one Member State and is established in that State, must also be regarded as the producer of the distributed equipment where the activity of the distributor does not affect the safety characteristics of the equipment?

5. Can Article 2(f) of Directive 2001/95/EC of the European Parliament and of the Council be interpreted as meaning that the distributor as defined in the directive can be required to fulfil the obligations which under the directive are required only of the producer as defined in Article 2(e), such as the issuing of a declaration of conformity as regards technical conditions?

6. Can Article 30 EC (ex-Article 36 EEC) and the so-called mandatory requirements justify an exception to the application of the Dassonville formula, having regard to the principles of equivalence and mutual recognition?

7. Can Article 30 EC (ex-Article 36 EEC) be interpreted as meaning that trade in and import of goods in transit cannot be restricted for any reason other than those listed there?

8. Is the CE mark sufficient to satisfy the principle of equivalence or the principle of mutual recognition and the conditions of Article 30 EC (ex-Article 36 EEC)?

9. Can the CE mark be interpreted as meaning that Member States are not justified in applying any other technical provisions or provisions regarding quality to equipment bearing the mark?

10. Can the provisions of Article 6(1) and of the second sentence of Article 8(2) of Directive 2001/95/EC of the European Parliament and of the Council be interpreted as meaning that, for the purposes of marketing of goods, the producer and the distributor can be considered to be subject to the same obligations, where the producer does not market the products?

([1]) Directive 1999/5/EC of the European Parliament and of the Council of 9 March 1999 on radio equipment and telecommunications terminal equipment and the mutual recognition of their conformity (OJ 1999 L 91, p. 10).
([2]) Directive 2001/95/EC of the European Parliament and of the Council of 3 December 2001 on general product safety (OJ 2002 L 11, p. 4).

Reference for a preliminary ruling from the Budapesti II. és III Kerületi Bíróság (Republic of Hungary) lodged on 7 April 2008 — VB Pénzügyi Lízing Zrt. v Ferenc Schneider

(Case C-137/08)

(2008/C 183/15)

Language of the case: Hungarian

Referring court

Budapesti II. és III Kerületi Bíróság (Hungary)

Parties to the main proceedings

Applicant: VB Pénzügyi Lízing Zrt.

Defendant: Ferenc Schneider

Questions referred

1. Does the consumer protection guaranteed by Council Directive 93/13/EEC of 5 April 1993 ([1]) on unfair terms in consumer contracts require that — irrespective of the type of proceedings and whether they are *inter partes* or not — in the context of the review of their own competences, the national courts are to assess, of their own motion, the unfair nature of a contractual term before them even if not specifically requested to do so?