Question referred

Must Article 135(1)(a) of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax ([1]) be interpreted as meaning that services such as those in the present case, which are supplied on behalf of an insurance undertaking by a third party — in the name and on behalf of the insurer — which has no legal relationship with the insured person, are covered by the exemption referred to in that provision?

([1]) OJ 2006 L 347, p. 1.

Request for a preliminary ruling from the Okresný súd Dunajská Streda (Slovakia) lodged on 2 February 2015 — Home Credit Slovakia a.s. v Klára Bíróová

(Case C-42/15)

(2015/C 155/10)

Language of the case: Slovak

Referring court

Okresný súd Dunajská Streda

Parties to the main proceedings

Applicant: Home Credit Slovakia a.s.

Defendant: Klára Bíróová

Questions referred

1. Must the concepts of '*on paper*' and '*another durable medium*' in Article 10(1) (in conjunction with Article 3(m)) of 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) be interpreted as extending to:

   — not only the text (physical, '*hard copy*') of the document signed by the parties to the contract, which will contain the elements (information) required in Article 10(2)(a) to (v) of Directive 2008/48, but also

   — any other document to which that text refers and which under national law is a component of the contractual agreement (for instance, on 'general terms of business', 'terms of credit', 'scale of charges', 'schedule of instalments' drawn up by the creditor), even if such a document does not itself fulfil the requirement of being in 'written form' within the meaning of national law (for example, because it has not been signed by the parties to the contract)?

2. Following the answer to Question 1:

   Must Article 10(1) and (2) in conjunction with Article 1 of Directive 2008/48, in accordance with which the directive aims at full harmonisation in the relevant field, be interpreted as precluding national legislation or practice which:

   — requires that all the elements of the contract mentioned in Article 10(2)(a) to (v) be contained in one document which will fulfil the requirement of 'written form' in accordance with the law of the relevant Member State (that is, in principle in a document signed by the parties to the contract), and

— does not attribute full legal effects to a consumer credit agreement, merely because some of the above elements are not contained in such a signed document, even if those elements (or part of them) are contained in a separate document (for instance, 'general terms of business', 'terms of credit', 'scale of charges', 'schedule of instalments' drawn up by the creditor), where (i) the written agreement itself refers to that document, (ii) the conditions for the incorporation of that document as a component of the agreement in accordance with national law are fulfilled, and (iii) the consumer credit agreement thus concluded would as a whole comply with the requirement of conclusion on 'another durable medium' mentioned in Article 10(1) of Directive 2008/48?

3. Must Article 10(2)(h) of Directive 2008/48 be interpreted as meaning that the information required by that provision (specifically the '*frequency of payments*')

— must be individualised in the agreement to show the terms of the specific agreement in question (in principle, by stating precise data (day, month, year) of the dates on which the individual instalments are due), or

— is it sufficient if it is contained in the agreement by means of a general reference to objectively ascertainable parameters from which it is possible to derive it (for example, by the clause 'monthly instalments are due at the latest by the 15th day of each calendar month', 'the first instalment is due one month from signature of the agreement and each further instalment is always due one month from the payment of the previous instalment' or by another similar method)?

4. If the interpretation in the second indent of Question 3 is correct:

Must Article 10(2)(h) of Directive 2008/48 be interpreted as meaning that the information required by that provision (specifically the '*frequency of payments*') may also be contained in a separate document to which the agreement complying with the requirement of being on paper (within the meaning of Article 10(1) of the directive) refers, but which does not itself have to fulfil that requirement (that is, in principle it does not have to be signed by the parties to the contract; it may, for example, be 'general terms of business', 'terms of credit', 'scale of charges', 'schedule of instalments' drawn up by the creditor)?

5. Must Article 10(2)(i) in conjunction with (h) of Directive 2008/48 be interpreted as meaning that:

— a credit agreement for a fixed duration, where the capital of the loan is repaid/amortised by individual instalments, does not have to contain, at the time of its conclusion, a precise definition of what proportion of each individual instalment is used to repay capital and what proportion of it pays current interest and charges (that is, a precise schedule of instalments/amortisation table does not have to be a component of the agreement), and that information may instead be contained in a schedule of instalments/amortisation table which the creditor provides to the debtor on request, or

— Article 10(2)(h) guarantees the debtor the additional right to demand a statement of the amortisation table as at a certain specific date during the currency of the credit agreement, but that right does not relieve the parties to the contract of the obligation that the division of the individual instalments scheduled (payable in accordance with the credit agreement during its currency) into repayment of capital and payment of current interest and charges is already contained in the agreement itself, by a method individualised for the specific agreement concerned?

6. If the interpretation in the first indent of Question 5 is correct:

Does that question fall within the field of full harmonisation aimed at by Directive 2008/48, so that a Member State, in accordance with Article 22(1), may not require a credit agreement to contain a precise definition of what proportion of each individual instalment is used to repay capital and what proportion of it pays current interest and charges (that is, a precise schedule of instalments/amortisation table must be a component of the agreement)?

7. Must the provisions of Article 1 of Directive 2008/48, in accordance with which the directive aims at full harmonisation in the field concerned, or Article 23 of the directive, in accordance with which penalties must be proportionate, be interpreted as precluding a provision of national law under which the absence of most of the elements of a credit agreement required by Article 10(2) of the directive has the consequence that the credit granted is regarded as interest-free and free of charges, so that the debtor is obliged to repay the creditor solely the capital sum which he received under the agreement?

Request for a preliminary ruling from the Oberlandesgericht Celle (Germany) lodged on 6 February 2015 — Remondis GmbH & Co. KG Region Nord v Region Hannover

(Case C-51/15)

(2015/C 155/11)

Language of the case: German

Referring court

Oberlandesgericht Celle

Parties to the main proceedings

Applicant and appellant: Remondis GmbH & Co. KG Region Nord

Defendant and respondent: Region Hannover

Intervener: Zweckverband Abfallwirtschaft Region Hannover

Questions referred

1. Does an agreement between two regional authorities — on the basis of which the regional authorities form, by constituent statutes, a common special-purpose association with separate legal personality, which from that point on carries out, under its own responsibility, certain duties which hitherto were incumbent on the regional authorities concerned — constitute a 'public contract' within the meaning of Article 1(2)(a) of Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts ([1]) in the case where that transfer of duties concerns services within the meaning of that directive and is effected for consideration, the special-purpose association carries out activities going beyond the ambit of the exercise of duties previously incumbent on the regional authorities concerned and the transfer of duties does not belong to 'the two types of contracts' which, although entered into by public entities, do not, according to the case-law of the Court of Justice (most recently, judgment in *Piepenbrock*, C-386/11, ([2]) paragraph 33 et seq.), come within the scope of European Union public procurement law?

2. If the answer to Question 1 is in the affirmative: Does the question whether the creation of a special-purpose association and the related transfer of duties to that association exceptionally does not come within the scope of European Union public procurement law depend on the principles which the Court of Justice has developed with regard to contracts concluded by a public entity with a person legally distinct from that entity — principles in accordance with which an application of European Union public procurement law is excluded — in the case where, at the same time, that entity exercises over the person concerned a control which is similar to that which it exercises over its own departments and where that person carries out the essential part of its activities with the entity or with the entities which control it (see, to that effect, inter alia, judgment in *Teckal*, C-107/98, ([3]) paragraph 50), or, by contrast, do the principles which the Court of Justice has developed concerning contracts which establish cooperation between public entities with the aim of ensuring that a public task that they all have to perform is carried out apply (in that respect, judgment in *Ordine degli Ingegneri della Provincia di Lecce and Others*, C-159/11, ([4]) paragraphs 34 and 35)?

([1]) OJ 2004 L 134, p. 114.
([2]) ECLI:EU:C:2013:385.
([3]) ECLI:EU:C:1999:562.
([4]) ECLI:EU:C:2012:817.