

3. The Commission contends that the Netherlands exemption is both too broad and too narrow.
4. First of all, the Commission takes issue with the fact that the VAT exemption is not limited to the hiring of quays and moorings to members of non-profit-making organisations taking part in sport, but also extends to the hiring of quays and moorings to the members of associations which, whether on a purely recreational or perhaps even residential basis, use the vessel located in the hired quay or mooring, without leaving the location. The exemption is to that extent contrary to Articles 2(1), 24(1) and 133 of the VAT Directive.
5. In addition, the Commission takes issue with the fact that, in order to benefit from the exemption, the associations in question must not have any employees. The Netherlands thereby adds a condition that goes beyond what is permitted by Article 133 of the VAT Directive (in conjunction with Article 132(1)(m) thereof).

⁽¹⁾ OJ 2006 L 347, p. 1.

**Request for a preliminary ruling from the Juzgado de lo Mercantil No 1 de Granada (Spain) lodged on
1 April 2015 — Francisco Gutiérrez Naranjo v BBK Bank Cajasur, S.A.U.**

(Case C-154/15)

(2015/C 228/03)

Language of the case: Spanish

Referring court

Juzgado de lo Mercantil No 1 de Granada

Parties to the main proceedings

Applicant: Francisco Gutiérrez Naranjo

Defendant: BBK Bank Cajasur, S.A.U.

Questions referred

- 1) In such cases, is an interpretation according to which an unfair term declared void nonetheless produces effects until that declaration is made compatible with the interpretation of 'non-binding' in Article 6(1) of Directive 93/13/EEC ⁽¹⁾? Therefore, even though the term has been declared void, will the effects produced by that term while it was in force be considered not to be invalidated or ineffective?
- 2) Is an injunction that may be issued to desist from using a particular term (in accordance with Articles 6(1) and 7(1)) in an individual action brought by a consumer when such a declaration is made compatible with a limitation of the effects of a declaration of nullity? May (the courts) alter the reimbursement of any sums paid by the consumer — which the seller or supplier is obliged to reimburse — under the term subsequently declared void *ex tunc*, for want of information and/or of transparency?

⁽¹⁾ Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts. OJ 1993 L 95, p. 29.