

Bijzonderheden van de zaak

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Nationaal ID	Court of Cassation, Judgement C.18.0354.N
Lidstaat	België
Gangbare benaming	N/A
Soort beslissing	Beslissing hooggerechtshof
Datum beslissing	08/02/2019
Gerecht	Hof van Cassatie
Onderwerp	
Eiser	
Verweerder	
Trefwoorden	Unfair contract term, B2C, Imbalance between the rights of the parties, Ex officio control, jurisdiction clause

Richtlijnartikelen

Unfair Contract Terms Directive, [Article 3](#) Package Travel Directive, [link](#)

Koptekst

A term which designates the courts where the establishment of the seller is located as the competent courts for disputes in Ryan Air contracts concluded with consumers is an unfair contract term.

Feiten

Ryan Air included an unfair term in the general contract terms of contracts concluded with consumers, designating the Irish Courts as the competent courts to deal with disputes arising from air passenger contracts. The Business Court of Brussels verified the formal validity of the term without controlling its substantive validity in accordance with Irish legislation.

Juridische kwestie

Is the Belgian Court required to assess the validity of the clause in the light of Directive 1993/13 as implemented in Irish legislation?

Uitspraak

The Court of Cassation concluded that the Business Court should have assessed the substantive validity of the forum clause of its own motion and consequently its unfairness in the light of Directive 1993/13 and its implementing legislation in Ireland.

Integrale tekst: [Integrale tekst](#)

Verwante zaken

Geen resultaten

Rechtsleer

Geen resultaten

Resultaat

The Supreme Court reforms the judgement of the Business Court in Brussels stating that it should have assessed the substantive validity of the forum clause of its own motion and consequently its unfairness in the light of Directive 1993/13 and its implementing legislation in Ireland.
