

Case law**Case Details****National ID:** link**Member State:** Belgium**Common Name:** 1. Euphony Benelux NV, 2. KRC Genk / Belgacom Mobile NV**Decision type:** Other**Decision date:** 27/03/2003**Court:** Hof van Beroep (NL)/Cour d'appel (FR) (Appellate court, Antwerpen)**Subject:****Plaintiff:****Defendant:****Keywords:****Directive Articles**Distance Selling Directive, [Article 2, \(1\)](#)**Headnote**

A phone company that is the sponsor of a tennis tournament, but does not sell tickets nor make any reservations, is not to be considered as a seller in the meaning of the Act of 14 July 1991 and therefore does not have to comply with the provisions on distance selling incorporated in that Act. The fact that its brochures inform the clients of the fact that tickets can be bought over the phone does not alter this view.

Facts

Belgacom, a phone company, is the main sponsor of a tennis event, but does not organise it. In its advertising leaflets Belgacom informs its consumers that tickets to this tournament can be bought over the phone. Also the phone number through which reservations can be made is printed in the brochure.

The brochures also mention that members of ProxiClub, an organisation for Belgacom clients, will receive a 10% discount on the tickets.

Appellants now claim that Belgacom violates the provisions on distance selling of the Act of 14 July 1991.

Legal issue

The court simply considers that appellants do not prove that the telephone number mentioned in the brochure belongs to Belgacom. Hence there is no indication that Belgacom itself is in charge of making ticket reservations for the tennis event.

The court therefore concludes that Belgacom is not a seller of the tickets and therefore is not obliged to abide to the provisions on distance selling.

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