

**Case law****Case Details****National ID:** 3K-7-1/2003**Member State:** Lithuania**Common Name:** link**Decision type:** Supreme court decision**Decision date:** 09/01/2003**Court:** Supreme Court of Lithuania**Subject:****Plaintiff:** I.A.V.**Defendant:** UAB "Karoliniškių būstas"**Keywords:** contract law, service contract, standard contract, unfair terms**Directive Articles**Unfair Contract Terms Directive, [ANNEX I, 1., \(I\)](#)**Headnote**

The provision of the consumer services agreement, which stipulates the supplier's right to unilaterally change the price of the services is considered to be unfair.

**Facts**

The plaintiff and the defendant concluded the agreement, amongst other things, on the elevator maintenance services. The agreement contained the defendant's right to unilaterally change the price of the services. However, the plaintiff (the consumer) did not have a right to reject the provision of the higher-priced services and to terminate the agreement.

Since the plaintiff did not use the elevator, he terminated the agreement. The defendant rejected the termination and continued to send invoices for the services. The plaintiff sued the defendant and requested the court to terminate the agreement

**Legal issue**

The court concluded that the consumer services agreement was concluded by accepting standard terms of the defendant, therefore the agreement must be reviewed in the light of the rules against unfair terms in the consumer contracts.

The court held that the provision of the agreement, which enables the supplier to unilaterally change the price of the services and does not entitle the consumer to terminate the agreement upon the change of the price, is considered to be unfair, as it falls into the grey-list of unfair terms in consumer contracts set out in Article L of Annex of the Directive 93/13/EEC (implemented into Lithuanian law by Article 6.228(4) part 2 point 12 of the Civil Code).

**Decision**

Can the provision of the consumer services agreement be considered unfair if it stipulates the supplier's right to unilaterally change the price of services?

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**Result**

The court upheld the plaintiff's claim.