

Legal Literature

Legal Literature Details

| | |
|------------------|---|
| Member State | Italy |
| Title | Unfair Terms |
| Subtitle | Nota a CGUE sez. I 26 aprile 2012 (causa C-472/10) |
| Type | article |
| URL | |
| Author | BIFERALI G. |
| Reference | Europa e diritto privato , 2012, fasc. 4, pp. 1271-1280 |
| Publication Year | 2012 |
| Keywords | unfair terms |

Directive Articles

Unfair Contract Terms Directive, [Article 2, \(a\)](#) Unfair Contract Terms Directive, [Article 3, 1.](#) Unfair Contract Terms Directive, [Article 3, 2.](#) Unfair Contract Terms Directive, [Article 6, 1.](#) Unfair Contract Terms Directive, [Article 7, 1.](#) Unfair Contract Terms Directive, [Article 7, 2.](#)

Headnote

This article reflects on the implications of the judgement dated 26 April 2012 of the European Court of Justice which stated that It is for the national court, ruling on an action for an injunction, brought in the public interest and on behalf of consumers by a body appointed by national law, to assess the unfair nature of a term included in the general business conditions of consumer contracts by which a seller or supplier provides for a unilateral amendment of fees connected with the service to be provided, without setting out clearly the method of fixing those fees or specifying a valid reason for that amendment. As part of this assessment, the national court must determine, inter alia, whether, in light of all the terms appearing in the general business conditions of consumer contracts which include the contested term, and in the light of the national legislation setting out rights and obligations which could supplement those provided by the general business conditions at issue, the reasons for, or the method of, the amendment of the fees connected with the service to be provided are set out in plain, intelligible language and, as the case may be, whether consumers have a right to terminate the contract.

General Note

Related Cases

No results available