

**Questions referred**

1. Must Article 1(2) of Council Directive 93/13/EEC of 5 April 1993 <sup>(1)</sup> be interpreted as precluding the application of the provisions of the directive in regard to the examination of the fairness of individual contractual terms concerning non-interest credit costs, in the case where the legislative provisions in force in a Member State impose an upper limit on those costs by providing that non-interest credit costs arising from a consumer credit agreement are not payable in excess of the maximum non-interest credit costs calculated in the manner prescribed by law or the total amount of the credit?
2. Must Article 4(2) of Council Directive 93/13/EEC of 5 April 1993 be interpreted as meaning that a non-interest cost incurred and paid by a borrower together with a loan, in addition to interest, related to the conclusion of the agreement and the granting of the loan itself (in the form of a fee, commission or otherwise), as a term of that agreement, is, if expressed in plain intelligible language, not subject to the assessment expressed in that provision in the context of its unfairness?
3. Must Article 4(2) of Council Directive 93/13/EEC of 5 April 1993 be interpreted as meaning that contractual terms which introduce various types of costs associated with the granting of a loan are not expressed 'in plain intelligible language' if they do not explain in return for what specific services they are charged and do not allow the consumer to determine the differences between them?

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

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**Request for a preliminary ruling from the Tribunal Superior de Justicia de Galicia (Spain) lodged on  
6 February 2019 — Agencia Estatal de la Administración Tributaria v RK**

**(Case C-85/19)**

(2019/C 164/20)

*Language of the case: Spanish*

**Referring court**

Tribunal Superior de Justicia de Galicia

**Parties to the main proceedings**

*Appellant:* Agencia Estatal de la Administración Tributaria

*Respondent:* RK

**Question referred**

Are a provision in a collective agreement and an employer's practice, pursuant to which, for the purposes of remuneration and promotion, the length of service of a part-time female employee whose working hours are 'distributed vertically' over the whole year is to be calculated solely on the basis of time actually worked, contrary to Clause 4(1) and (2) of the Framework Agreement on part-time work [annexed to] Council Directive 97/81/EC of 15 December 1997, <sup>(1)</sup> and to Articles 2(1)(b) and 14(1) of Directive 2006/54/EC of the European Parliament and of the Council of 5 July 2006 on the implementation of the principle of equal opportunities and equal treatment of men and women in matters of employment and occupation (recast)? <sup>(2)</sup>

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<sup>(1)</sup> Council Directive 97/81/EC of 15 December 1997 concerning the Framework Agreement on part-time work concluded by UNICE, CEEP and the ETUC (OJ 1998 L 14, p. 9).

<sup>(2)</sup> Directive 2006/54/EC of the European Parliament and of the Council of 5 July 2006 on the implementation of the principle of equal opportunities and equal treatment of men and women in matters of employment and occupation (OJ 2006 L 204, p. 23).

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**Request for a preliminary ruling from the Juzgado de lo Mercantil n.º 9 de Barcelona (Spain) lodged on 6 February 2019 — SL v Vueling Airlines S.A.**

**(Case C-86/19)**

(2019/C 164/21)

*Language of the case: Spanish*

**Referring court**

Juzgado de lo Mercantil n.º 9 de Barcelona

**Parties to the main proceedings**

*Applicant:* SL

*Defendant:* Vueling Airlines S.A.

**Question referred**

Where the loss of a suitcase has been established, must the airline compensate the passenger in each and every case with the maximum compensation limit of SDR 1 131, since that is the most serious of the situations provided for in Articles 17(2) and 22(2) of the Montreal Convention of 28 May 1999, or is that maximum compensation limit one which can be adjusted by the court, including in the event of loss of a suitcase, in the light of the circumstances, so that the amount of SDR 1 131 will be awarded only if the passenger establishes, by whatever means are permitted in law, that the value of the items and personal effects he was carrying in the checked baggage, and of those which he had to purchase to replace them, came to that limit, or, failing that, may other criteria be taken into account, such as, for example, the weight of the suitcase or whether the baggage was lost on the outbound or return journey, for the purposes of assessing the non-material damage caused by the inconvenience arising from the loss of the passenger's baggage?

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