



I. Consumer Contracts

Alpenhof Hotel

Oliver Heller, who lives in Germany, is planning to go to Austria for a week for a holiday with his family. While browsing the internet, Mr Heller stumbles upon the website of Alpenhof Hotel. He emails the address specified on the site to book his rooms and subsequently receives a reply confirming his one-week stay. Mr Heller then puts down a 900€ deposit. Upon arrival, the hotel does not live up to his expectations and he leaves without settling the bill despite being offered a reduction.

The group Alpenhof Hotel Ltd. brings a claim against him before the Austrian trial court, requesting the remaining sum of 5,000 €. Mr Heller challenges the jurisdiction of the court, claiming that as a consumer he may only be brought before the courts of the Member State in which he is domiciled.

Variation: Mr Heller learns about Alpenhof Hotel from a friend, who had stayed there during his trip to Austria. The hotel website had no role in his choice.

Which courts have jurisdiction and which law applies?

Jurisprudence

(1) CJEU, 7.12.2010, Joined Cases *Peter Pammer v Reederei Karl Schlüter GmbH & Co. KG* (C-585/08) and *Hotel Alpenhof GmbH v Oliver Heller* (C-144/09)

(2) CJEU, 17.10.2013, *Lokman Emrek v Vlado Sabranovic* (C-218/12)

II. Contracts of carriage

Frozen meat sent to Angola¹

CMB Transport Ltd. (hereinafter *CMB*), a company based in Anvers (Belgium), is contracted by the Polish firm A & Co. plc to ship twenty-four containers of frozen meat from Le Havre (France) to Luanda (Angola). As the freighter approaches Luanda on 3rd November, the port is found to have been closed indefinitely due to a civil war in Angola. Given the unstable situation in the country over the past few days and knowing that the cargo is perishable, the shipping company takes the decision to divert the vessel to Pointe-Noire (Republic of the Congo) to offload its cargo.

A & Co. plc accuses the transport carrier of acting rashly. The port of Luanda is reopened on 6th November and the carrier's freighter finally arrives in Luanda on 30th November.

The Belgian company CMB brings a claim against the Polish company A & Co. plc, for the storage charges it incurred at Pointe-Noire as well as the cost of travelling between the two cities, Pointe-Noire and Luanda. Which law applies?

III. Employment contracts

Long haul flights²

M, a Czech-national living in Prague, is employed by an English airline as an air hostess. The airline has regional divisions (so-called *Airbases*) all over the world, including one at Prague Airport. Immediately after signing her employment contract at head office in London, M is assigned to *Airbase Prague*.

M works on long haul flights and her time on the ground is roughly split between the US, England, and the Czech Republic. After working for two years, M is fired. She now wishes to sue her former company for unfair dismissal.

Which law applies?

¹ Inspired by the Swiss case Bundesgericht, 21.12.2000, SJ 2001 I 509.

² Inspired by the German case Bundesarbeitsgericht (BAG) 12.12.2001, BAGE 100, 130.

IV. Insurance contracts

Luxury Tours LLC, which is based in London (England), owns several touristic facilities located all over Europe. One of its properties, a boat stationed in Marseilles (France) is insured by Müller Versicherung GmbH, a firm which is headquartered in Munich (Germany). As Luxury Tours LLC has failed to pay its premiums for several months, Müller Versicherung GmbH now wishes to sue it in order to recoup those amounts.

Which law applies? Would your answer remain be the same if the insured property were a company bus? What if the company bus were situated in Switzerland instead?

V. Innominate Contracts

Complex contracts (especially *joint-venture agreements*)

F, a mass market chain based in Hungary, and M, a Slovakian real-estate company, team up to develop a network of supermarkets in the Czech Republic and Slovakia through partnerships with local subsidiaries. They conclude a contract entitled "partnership agreement contract" (the "contract") and set up subsidiaries in each of these two countries with F having 51% of holdings, and M having 49%. The contract establishes that parties have chosen Geneva as their forum but does not include a choice of law clause.

F now claims that M has not sourced a suitable site for the construction of two supermarkets in Bratislava within the period prescribed by the contract. It is considering legal action to force M to comply with its contractual obligations. The chain comes to you for advice. Which law applies?