

PRACTICAL EXERCISES ON CONSUMER CONTRACTS

CASE 1

A, a wine merchant who lives in Bordeaux, wants to purchase a new car which he will use as family car but also to get to his enterprise (located in Saint Emilion) every morning.

He tries to get the best possible offer and (as he speaks Spanish) finds the website of a car dealer (B) located in San Sebastian/Donostia (Spain) where a special offer for car C appears. The information of the website is written in Spanish, the domain name is "...es" and the phone number appears without the international code for Spain (34).

He contacts with the dealer and after a first visit agrees to buy the car which he picks up on 12.10.2016 at the dealer in San Sebastián/Donostia. To get some tax advantages he doesn't put the car on his name but in that of his enterprise.

After he gets home he finds that in the painting of the car there are some little stains.

To get them corrected he contacts with the dealer who considers that the stains were produced after the car was picked by A, so the dealer refuses to assume the cost of the repair.

A wants to file a claim before a civil court against B to get the car newly painted:

- Which courts have jurisdiction?
- Can A be considered a consumer?
- Which rule is to be applied to set the competent court?
- If A were not to be an entrepreneur, but clearly someone that buys the car for a private use, would the answer be the same?
- In this second situation, would there be any need for the offer to be directed to France?

CASE 2

2.1

A, living in Madrid wants to visit Istanbul and checks the website of company B, domiciled in Ankara which has all its contents in Turkish, French and English. The phone number in the website appears with the international code for Turkey (90) and the domain is "...com".

A buys a return plane ticket Madrid-Istanbul-Madrid from company B, domiciled in Ankara. Once he has paid the ticket, the same website offers different options for accommodation that A finds interesting, thus he also books hotel C for the days he'll spend in Istanbul.

In the flight between Madrid and Turkey, A's luggage is lost and A disagrees with the compensation offered to him by company B, so A wants to file a claim against company B:

- Which courts have jurisdiction?
- Can Regulation 1215/2012 be applied as Turkey is not a EU Member State?

- If the rules set by Regulation 1215/2012 were not to be applied, which rules would set international jurisdiction?

2.2

If in the same situation mentioned above, instead of A buying the flight and booking the hotel separately, A had bought together as a package of flight, accommodation and also transfer from/to Istanbul airport:

- Which courts have jurisdiction?
- Can Regulation 1215/2012 be applied as Turkey is not a EU Member State?
- If the rules set by Regulation 1215/2012 were not to be applied, which rules would set international jurisdiction?

2.3

In the situations mentioned in cases 2.1 and 2.1, the contract includes a clause that says that all claims that can arise from the contract are to be brought before the Turkish Courts. This clause is in writing and appears in the document that can be printed/saved by A:

- Could this clause be challenged in both situations based on Regulation 1215/2012?
- And based in national rules on international jurisdiction?
- And based rules on consumer's law?

2.4

If in the situation mentioned in case 2.1, the trip was to be to Florence and company B had its domicile in Rome,

- Which courts would have jurisdiction in the case where flight and accommodation had been bought separately?

2.5

If in the situation mentioned in case 2.2, the trip was to be to Florence and company B had its domicile in Rome,

- Which courts would have jurisdiction in the case where A had bought together as a package flight, accommodation and also transfer from/to Florence airport?

2.6

If in the situations mentioned in cases 2.4 and 2.5, the contract includes a clause that says that all claims that can arise from the contract are to be brought before the Italian Courts. This clause is in writing and appears in the document that can be printed/saved by A:

- Could this clause be challenged in both situations based on Regulation 1215/2012?
- And based in national rules on international jurisdiction?
- And based rules on consumer's law?



This project is co-financed by the European Union