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ÞPOS BENDRIJŪ TEISINGUMO TEISMAS  
İRÓPAI KÖZÖSSÉGEK BÍRÓSÁGA  
IL-QORTI TAL-GUSTIZZJA TAL-KOMUNITAJIET EWROPEJ  
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TRIBUNAL DE JUSTIÇA DAS COMUNIDADES EUROPEIAS  
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EUROPEISKA GEMENSKAPERNAS DOMSTOL

Press and Information

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Judgment of the Court of Justice in Case C-336/03

*easyCar (UK) Ltd v. Office of Fair Trading*

**DISTANCE CONTRACTS FOR CAR HIRE ARE NOT COVERED BY THE RIGHT TO A FULL REFUND IN THE EVENT OF CANCELLATION BY THE CONSUMER**

*The notion “contracts for the provision of transport services” includes car hire contracts*

Under a Community directive on the protection of consumers in respect of distance contracts,<sup>1</sup> a distance contract may be cancelled, within a certain period of time, by the consumer and sums which he has already paid must be reimbursed to him without penalty, except for the cost of returning the goods. However, the directive contains an exemption from that obligation for, inter alia, “contracts for the provision of transport services”.

The company easyCar hires out self-drive cars in the United Kingdom and several other Member States. Cars are booked only via the internet. Under the terms and conditions of the hire contract, if the contract is cancelled, the consumer cannot obtain a refund except in unusual and unforeseeable events beyond his control, including: serious illness of the driver which results in him being unfit to drive; natural disasters; acts or restraints of governments or public authorities; war, riot, civil commotion or acts of terrorism or “at the discretion of our Customer Service Manager in extreme circumstances”.

Having received a number of complaints from consumers, the Office of Fair Trading and subsequently easyCar itself, brought proceedings before the High Court of Justice (England & Wales), Chancery Division. The High Court asked the Court of Justice of the European Communities whether car hire services are “transport services” for the purposes of the exemption contained in the directive.

The Court holds that the term “transport services” represents a sectoral exemption which relates generally to services in the transport sector. It points out that the legislature did not opt for the narrower term “contracts of carriage”, which relates only to carriage of passengers and

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<sup>1</sup> Directive 97/7/EC of the European Parliament and of the Council of 20 May 1997 on the protection of consumers in respect of distance contracts (OJ 1997 L 144, p. 19).

goods performed by the carrier, but for the distinctly broader term “contracts for the provision of transport services”, which can cover all contracts in the field of transport.

In everyday language, “transport” refers not only to the action of moving persons or goods, but also to making a means of transport available to the consumer.

So far as concerns the context in which the term is used, although the legislature intended to institute protection for the interests of consumers, it also intended to protect those of suppliers of certain services, in order that they should not suffer the disproportionate consequences arising from the cancellation at no expense and with no explanation of services which have given rise to a booking. Against that background, the Court holds that car hire companies carry on an activity which the legislature intended to protect against such consequences. Companies such as easyCar must make arrangements for the performance, on the date fixed at the time of booking, of the agreed service. For that reason, they suffer the same consequences in the event of cancellation as other suppliers of transport services.

**The Court therefore concludes that “transport services” includes contracts for the provision of car hire services, so that such contracts cannot be cancelled by consumers without penalty.**

*Unofficial document for media use, not binding on the Court of Justice.*

*Languages available:*

*The full text of the judgment may be found on the Court’s internet site*

*<http://curia.eu.int/jurisp/cgi-bin/form.pl?lang=en>*

*It can usually be consulted after midday (CET) on the day judgment is delivered.*

*For further information, please contact Christopher Fretwell*

*Tel: (00352) 4303 3355 Fax: (00352) 4303 2731*