



PRESS RELEASE No 155/25

Luxembourg, 11 December 2025

Judgment of the Court in Case C-485/24 | Locatrans

Working in several countries: the Court clarifies how the law applicable is to be determined in the event of a change in the habitual place of work

In 2002, the transport company Locatrans, which is established in Luxembourg, employed a French national as a driver. The contract of employment provided that it is subject to Luxembourg law. It stated that the driver was to perform transport activities in several European countries, including France. The driver's activities gradually focused increasingly on France, which the employer recognised in 2014, relying on an obligation to pay social security contributions in France. In the same year, following the driver's refusal to agree to a reduction in his working time, Locatrans ended the employment relationship.

The driver brought an action before the conseil de prud'hommes de Dijon (Labour Tribunal, Dijon, France), which rejected his claims after examining them on the basis of Luxembourg employment law. However, the cour d'appel de Dijon (Court of Appeal, Dijon, France) set aside that decision, ruling that, under the Rome Convention,¹ French law was to apply on account of the habitual place of work in France. Locatrans brought an appeal on a point of law.

The Cour de cassation (Court of Cassation, France) then turned to the Court of Justice. The fundamental question is that of identifying the law applicable, should the parties to the contract not have made a choice of law, where the employee, having worked for a certain time in one place, is called upon to take up his or her work activities in a different place, which is intended to become the new habitual place of work.

The Court replies that **account should be taken of the new place of work, which is intended to become the habitual place of work, in the examination of all of the circumstances, with a view to determining the law which would be applicable** in the absence of a choice made by the parties.

The Rome Convention limits the choice of law made by the parties, in that such a choice is not to have the result of depriving the employee of the protection afforded to him by the mandatory rules of the law which would be applicable in the absence of such a choice. In order to determine the law applicable in such a case, the convention provides for two connecting factors: that of the country where the employee habitually carries out his work or, in the absence of the same, the law of the country in which the place of business through which he was engaged is situated. However, those two connecting factors are not to apply where it appears from the circumstances as a whole that the contract of employment is more closely connected with another country, in which case the law of that other country is to apply.

According to the Court of Justice, the first factor does not serve to identify a country where, over the course of the employment relationship as a whole, the habitual place of work has moved from one country to another.

Reference must therefore be made to the second factor, that of the place of business through which the employee was engaged is situated. In the present case, that place of business is located in Bettembourg (Luxembourg).

However, it is for the Cour de cassation (Court of Cassation, France) to determine whether it appears from the circumstances as a whole that the contract of employment is more closely connected with France. In the context of

that examination, **it will be necessary to take into consideration all the factors that characterise the employment relationship**, such as the driver's most recent habitual place of work and the obligation to pay social security contributions in France.

NOTE: A reference for a preliminary ruling allows the courts and tribunals of the Member States, in disputes which have been brought before them, to refer questions to the Court of Justice about the interpretation of EU law or the validity of an EU act. The Court of Justice does not decide the dispute itself. It is for the national court or tribunal to dispose of the case in accordance with the Court's decision, which is similarly binding on other national courts or tribunals before which a similar issue is raised.

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

The [full text and, as the case may be, an abstract](#) of the judgment is published on the CURIA website on the day of delivery.

Press contact: Jacques René Zammit ☎ (+352) 4303 3355.

Stay Connected!



¹ Article 6 of the [Convention](#) on the law applicable to contractual obligations for signature in Rome on 19 June 1980 ('the Rome Convention').