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ECLI:EU:C:2025:192

Provisional text

JUDGMENT OF THE COURT (Fifth Chamber)

20 March 2025 (*)

(Reference for a preliminary ruling – Consumer protection – Directive 93/13/EEC – Scope – Article 2(b) – Article 3(1) – Article 4(2) – Article 5 – Article 6(1) – Article 8a – Pre-formulated standard contract – Contract between a supplier providing services for development and career support for sportspersons and a ‘rising star’ sportsman of minor age represented by his parents – Term establishing the obligation to pay to that supplier remuneration equal to 10% of the income received by that sportsman over the following 15 years – Charter of Fundamental Rights of the European Union – Articles 17 and 24 – Right to property – Rights of the child)

In Case C365/23 [Arce], (i)

REQUEST for a preliminary ruling under Article 267 TFEU from the Augstākā tiesa (Senāts) (Supreme Court (Senate), Latvia), made by decision of 7 June 2023, received at the Court on 9 June 2023, in the proceedings

SIA ‘A’

v

C,

D,

E,

THE COURT (Fifth Chamber),

composed of I. Jarukaitis (Rapporteur), President of the Fourth Chamber, acting as President of the Fifth Chamber, D. Gratsias and E. Regan, Judges,

Advocate General: A. Rantos,

Registrar: A. Lamote, Administrator,

having regard to the written procedure and further to the hearing on 13 June 2024,

after considering the observations submitted on behalf of:

- SIA ‘A’, by A. Bitāns, advokāts,
- C, by I. Grunte, advokāts,
- D and E, by G. Madelis, jurists, and K. Salmgrieze, advokāte,
- the Latvian Government, by E. Bārdiņš, J. Davidoviča and K. Pommere, acting as Agents,
- the European Commission, by I. Rubene and N. Ruiz García, acting as Agents,

after hearing the Opinion of the Advocate General at the sitting on 4 October 2024,

gives the following

Judgment

1 This request for a preliminary ruling concerns the interpretation of Article 2(b), Article 3(1), Article 4(2), Article 5 and Article 6(1) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29), Article 8a of Directive 93/13, as amended by Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 (OJ 2011 L 304, p. 64), and Article 17(1) and Article 24 of the Charter of Fundamental Rights of the European Union (‘the Charter’).

2 The request has been made in proceedings between SIA ‘A’, a limited liability company governed by Latvian law, the purpose of which is to ensure the development of sportspersons in Latvia, on the one hand, and C, D and E, on the other hand, concerning a claim for payment of remuneration under a contract for services for development and career support for a sportsperson.

Legal context

European Union law

The Charter

3 Article 17 of the Charter, entitled ‘Right to property’, provides in paragraph 1 thereof:

‘Everyone has the right to own, use, dispose of and bequeath his or her lawfully acquired possessions. No one may be deprived of his or her possessions, except in the public interest and in the cases and under the conditions provided for by law, subject to fair compensation being paid in good time for their loss. The use of property may be regulated by law in so far as is necessary for the general interest.’

4 Article 24 of the Charter, entitled ‘The rights of the child’, provides in paragraph 2 thereof:

‘In all actions relating to children, whether taken by public authorities or private institutions, the child’s best interests must be a primary consideration.’

5 Article 51 of the Charter, relating to its scope, is worded as follows:

‘1. The provisions of this Charter are addressed to the institutions, bodies, offices and agencies of the Union with due regard for the principle of subsidiarity and to the Member States only when they are implementing Union law. They shall therefore respect the rights, observe the principles and promote the application thereof in accordance with their respective powers and respecting the limits of the powers of the Union as conferred on it in the Treaties.

2. The Charter does not extend the field of application of Union law beyond the powers of the Union or establish any new power or task for the Union, or modify powers and tasks as defined in the Treaties.’

Directive 93/13

6 According to the tenth, thirteenth and sixteenth recitals of Directive 93/13:

‘Whereas more effective protection of the consumer can be achieved by adopting uniform rules of law in the matter of unfair terms; whereas those rules should apply to all contracts concluded between sellers or suppliers and consumers; whereas as a result *inter alia* contracts relating to employment, contracts relating to succession rights, contracts relating to rights under family law and contracts relating to the incorporation and organization of companies or partnership agreements must be excluded from this Directive;

...

Whereas the statutory or regulatory provisions of the Member States which directly or indirectly determine the terms of consumer contracts are presumed not to contain unfair terms; whereas, therefore, it does not appear to be necessary to subject the terms which reflect mandatory statutory or regulatory provisions and the principles or provisions of international conventions to which the Member States or the Community are party; whereas in that respect the wording “mandatory statutory or regulatory provisions” in Article 1(2) also covers rules which, according to the law, shall apply between the contracting parties provided that no other arrangements have been established;

...

Whereas the assessment, according to the general criteria chosen, of the unfair character of terms, in particular in sale or supply activities of a public nature providing collective services which take account of solidarity among users, must be supplemented by a means of making an overall evaluation of the different interests involved; whereas this constitutes the requirement of good faith; whereas, in making an assessment of good faith, particular regard shall be had to the strength of the bargaining positions of the parties, whether the consumer had an inducement to agree to the term and whether the goods or services were sold or supplied to the special order of the consumer; whereas the requirement of good faith may be satisfied by the seller or supplier where he deals fairly and equitably with the other party whose legitimate interests he has to take into account’.

7 Article 1(1) of that directive provides:

‘The purpose of this Directive is to approximate the laws, regulations and administrative provisions of the Member States relating to unfair terms in contracts concluded between a seller or supplier and a consumer.’

8 Under Article 2 of that directive:

‘For the purpose of this Directive:

- (a) “unfair terms” means the contractual terms defined in Article 3;
- (b) “consumer” means any natural person who, in contracts covered by this Directive, is acting for purposes which are outside his trade, business or profession;
- (c) “seller or supplier” means any natural or legal person who, in contracts covered by this Directive, is acting for purposes relating to his trade, business or profession, whether publicly owned or privately owned.’

9 Article 3(1) and (2) of that directive provides:

‘1. A contractual term which has not been individually negotiated shall be regarded as unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties’ rights and obligations arising under the contract, to the detriment of the consumer.

2. A term shall always be regarded as not individually negotiated where it has been drafted in advance and the consumer has therefore not been able to influence the substance of the term, particularly in the context of a pre-formulated standard contract.

The fact that certain aspects of a term or one specific term have been individually negotiated shall not exclude the application of this Article to the rest of a contract if an overall assessment of the contract indicates that it is nevertheless a pre-formulated standard contract.

Where any seller or supplier claims that a standard term has been individually negotiated, the burden of proof in this respect shall be incumbent on him.'

10 Article 4 of Directive 93/13 states:

'1. Without prejudice to Article 7, the unfairness of a contractual term shall be assessed, taking into account the nature of the goods or services for which the contract was concluded and by referring, at the time of conclusion of the contract, to all the circumstances attending the conclusion of the contract and to all the other terms of the contract or of another contract on which it is dependent.

2. Assessment of the unfair nature of the terms shall relate neither to the definition of the main subject matter of the contract nor to the adequacy of the price and remuneration, on the one hand, as against the services or goods supplied in exchange, on the other, in so far as these terms are in plain intelligible language.'

11 Article 5 of that directive provides:

'In the case of contracts where all or certain terms offered to the consumer are in writing, these terms must always be drafted in plain, intelligible language. Where there is doubt about the meaning of a term, the interpretation most favourable to the consumer shall prevail. This rule on interpretation shall not apply in the context of the procedures laid down in Article 7(2).'

12 Article 6(1) of that directive is worded as follows:

'Member States shall lay down that unfair terms used in a contract concluded with a consumer by a seller or supplier shall, as provided for under their national law, not be binding on the consumer and that the contract shall continue to bind the parties upon those terms if it is capable of continuing in existence without the unfair terms.'

13 Article 8 of that directive states:

'Member States may adopt or retain the most stringent provisions compatible with the Treaty in the area covered by this Directive, to ensure a maximum degree of protection for the consumer.'

14 Directive 2011/83 amended Directive 93/13 by inserting Article 8a into the latter. That article provides, in paragraph 1 thereof:

'Where a Member State adopts provisions in accordance with Article 8, it shall inform the Commission thereof, as well as of any subsequent changes, in particular where those provisions:

- extend the unfairness assessment to individually negotiated contractual terms or to the adequacy of the price or remuneration; or,
- contain lists of contractual terms which shall be considered as unfair.'

Directive 2005/29/EC

15 Article 5(3) of Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council ('Unfair Commercial Practices Directive') (OJ 2005 L 149, p. 22) provides:

'Commercial practices which are likely to materially distort the economic behaviour only of a clearly identifiable group of consumers who are particularly vulnerable to the practice or the underlying product because of their mental or physical infirmity, age or credulity in a way which the trader could reasonably be expected to foresee, shall be assessed from the perspective of the average member of that group. This is without prejudice to the common and legitimate advertising practice of making exaggerated statements or statements which are not meant to be taken literally.'

Latvian law

The Civil Code

16 Article 186 of the Civillikums (Civil Code) provides that parents jointly represent their child in his or her personal and property relations (joint representation).

17 Under Article 223 of that code:

'The father and mother shall be the natural guardians of their minor children, on the basis of their right of custody.'

18 Article 293 of the code provides:

'A guardian may, in the interests of the minor, enter into any type of contract concerning that minor and receive and make payments. All the foregoing acts shall be binding on the minor, provided the guardian has acted in good faith and within the limits of sound financial management, but shall not be binding on the minor, in the absence of special requirements, beyond the time at which he or she reaches full age.'

19 Under Article 1408 of that code:

'Minors lack the capacity to act.'

Law on Consumer Rights Protection

20 Article 1 of the Patērētāju tiesību aizsardzības likums (Law on Consumer Rights Protection) of 1 April 1999 (*Latvijas Vēstnesis*, 1999, No 104/105), in the version applicable to the facts in the main proceedings, entitled 'Terms used in this law', provides:

'The following terms are used in this Law:

...

(3) consumer – a natural person who expresses a wish to acquire or who acquires or may acquire or use goods or services for purposes outside his or her economic activity or profession;

(4) service provider – any person who, within the scope of that person's economic activity or profession, provides a service to a consumer;

...'

21 Article 6 of that law, entitled 'Unfair contractual terms', provides:

'...

(2) Contractual terms shall be drafted in plain, intelligible language.

(3) A contractual term which has not been individually negotiated by the parties shall be regarded as unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations established in the contract, to the detriment of the consumer.

...

(8) Unfair terms used in a contract concluded with a consumer by a manufacturer, seller or service provider shall be null and void from conclusion of the contract, but the contract shall remain effective if it is capable of continuing in existence without the unfair terms.

...'

22 The Law of 24 April 2014 (*Latvijas Vēstnesis*, 2014, No 92) inserted into Article 6 of the Law on Consumer Rights Protection a paragraph 2² which is worded as follows:

'This article shall not apply to contractual terms that define the subject matter of the contract or relate to the adequacy of the price and remuneration, on the one hand, as against the services or goods, on the other, in so far as these terms are in plain, intelligible language. ...'

The dispute in the main proceedings and the questions referred for a preliminary ruling

23 A offers sportspersons a range of services to support the development of their professional skills and careers.

24 On 14 January 2009, A concluded with C, a minor then aged 17, represented by D and E, his parents, a contract for services to provide support for C's sporting development and career, in order to ensure that C, who was not yet a professional sportsman, would succeed in his professional career in the field of basketball ('the contract of 14 January 2009'). That contract was concluded for a duration of 15 years, that is to say, until 14 January 2024.

25 The contract of 14 January 2009 stipulated that A would offer C a whole range of services, including coaching and training, sports medicine and support by a sports psychologist, career guidance, contracts between the sportsperson and clubs, marketing, legal services and accountancy. In return, under clause 6.1 of that contract, C undertook to pay A remuneration equal to 10% of all the net income which he would receive throughout the duration of the contract, plus the value added tax applicable in Latvia, provided that the amount of that income was at least EUR 1 500 per month.

26 On 29 June 2020, taking the view that the remuneration provided for in the contract of 14 January 2009 for the services rendered to C had not been paid, A brought an action before the Latvian courts seeking an order that the defendants in the main proceedings pay to it the sum of EUR 1 663 777.99, corresponding to 10% of C's income from contracts concluded with sports clubs.

27 The court of first instance and subsequently the appeal court dismissed A's claim on the ground that the contract of 14 January 2009 did not comply with the national provisions on the protection of consumer rights and that, in particular, the term requiring C to pay remuneration equal to 10% of his income throughout the duration of that contract was unfair.

28 A brought an appeal on a point of law before the Augstākā tiesa (Senāts) (Supreme Court (Senate), Latvia), which is the referring court. That company claimed that the national provisions relating to the protection of consumer rights were not relevant in the present case, since the contract of 14 January 2009 fell within the category of 'young rising star' sports contracts, to which those provisions do not apply. A also requested that a reference be made to the Court of Justice for a preliminary ruling.

29 The referring court notes that, although the Court has already interpreted the concept of ‘consumer’ on several occasions, it has not, to date, examined whether the provisions on the protection of consumer rights are applicable to the field of sport. If that were to be the case, the referring court is of the view that the fact that, as in the present case, the activity of a young sportsperson acquires, after the conclusion of the contract for services at issue, a professional nature is irrelevant and cannot prevent the person concerned from relying on the status of ‘consumer’ within the meaning of Directive 93/13.

30 The referring court also states the differences in the case-law of the Member States which, in its view, justify the need to refer questions for a preliminary ruling on that point.

31 Accordingly, in a judgment of 23 May 2019, the cour d’appel de Paris (Court of Appeal, Paris, France) held that a basketball player who, as a future player, had concluded a contract for services with a sports agency, under which that agency undertook to negotiate the player’s employment with sports clubs on behalf of the sportsperson, in return for which the basketball player undertook to pay that agency a sum the amount of which depended on the contracts entered into in the context of that cooperation, was acting as a consumer and not as a professional. By contrast, in a judgment of 7 November 2002, the Oberlandesgericht München (Higher Regional Court, Munich, Germany), ruling on a dispute between a young tennis player and a sports agency which concerned a contract for services similar to that at issue in the main proceedings, did not apply the provisions on consumer protection to that legal relationship.

32 The referring court also raises other questions, in particular whether a term such as that at issue in the main proceedings may be regarded as being drafted in plain, intelligible language and whether it creates a significant imbalance in the parties’ rights and obligations, within the meaning of Article 5 and Article 3 of Directive 93/13 respectively.

33 In those circumstances, the Augstākā tiesa (Senāts) (Supreme Court (Senate)) decided to stay the proceedings and to refer the following questions to the Court of Justice for a preliminary ruling:

‘(1) Does a contract for the provision of services for development and career support for a sportsperson, concluded between a trader carrying on its professional activity in the field of the development and coaching of sportspersons, on the one hand, and, on the other, a minor represented by his or her parents who, at the time the contract was concluded was not carrying on a professional activity in the field of the sport in question, fall within the scope of [Directive 93/13]?’

(2) In the event that the answer to the first question is in the negative, does Directive 93/13 preclude national case-law that interprets the legislation transposing that directive into national law in such a way that the consumer protection provisions contained in that legislation are also applicable to such contracts?

(3) In the event that the answer to the first or the second question is in the affirmative, may a national court carry out an assessment of the unfair nature, in accordance with Article 3 of Directive 93/13, of a contractual term which stipulates that, in exchange for the provision of the services, specified in the contract, for development and career support in a particular sport, the young sportsperson agrees to pay remuneration consisting of 10% of the income received over the following 15 years, and find the term in question not to be one whose unfair nature is not, in accordance with Article 4(2) of Directive 93/13, subject to assessment?

(4) In the event that the answer to the third question is in the affirmative, must a contractual term be found to have been drafted in plain, intelligible language within the meaning of Article 5 of Directive 93/13 where it provides that, in exchange for the provision of the services, specified in the contract, for development and career support for a sportsperson, the young sportsperson agrees to pay remuneration consisting of 10% of the income received over the following 15 years, having regard to the fact that, at the time the contract was concluded, the young sportsperson did not have clear information about the value of

the service provided or the amount he would have to pay in return for that service such as to enable him to evaluate the economic consequences it could have for him?

(5) In the event that the answer to the third question is in the affirmative, must it be found that a contractual term according to which, in return for the provision of the services, specified in the contract, for development and career support for a sportsperson, the young sportsperson agrees to pay remuneration consisting of 10% of the income received over the following 15 years, is, in accordance with Article 3(1) of Directive 93/13, a term that causes a significant imbalance in the parties' rights and obligations arising under the contract, to the detriment of the consumer, in view of the fact that under that Article 3(1) the value of the service provided is not linked to the cost it involves for the consumer?

(6) In the event that the answer to the fifth question is in the affirmative, would a decision of a national court be contrary to Article 6(1) of Directive 93/13 where it reduces the amount that a consumer may be required to pay to the service provider to the amount of the actual expenditure incurred by the service provider in providing the services to the consumer under the contract?

(7) In the event that the answer to the third question is in the negative, if a contractual term which provides that, in exchange for the provision of the services, specified in the contract, for development and career support for a sportsperson, the consumer agrees to pay remuneration consisting of 10% of the income received over the following 15 years, is not, by virtue of Article 4(2) of Directive 93/13, subject to an assessment of whether it is unfair, may a national court, which has found the amount of the remuneration to be manifestly disproportionate to the contribution made by the service provider, nevertheless declare the contractual term in question to be unfair on the basis of national law?

(8) In the event that the answer to the seventh question is in the affirmative, in the case of a contract concluded with a consumer before Article 8a of Directive 93/13 [as amended by Directive 2011/83] came into force, must regard be had to the information provided by the Member States to the European Commission under Article 8a of [Directive 93/13, as amended by Directive 2011/83] on the measures adopted by the Member State under Article 8 of [Directive 93/13] and, if it must, is the jurisdiction of the national courts limited by the information provided by that Member State under Article 8a of Directive 93/13 [as amended by Directive 2011/83] where the Member State has indicated that its legislation does not go beyond the minimum standard established in that directive?

(9) In the event that the answer to the first or the second question is in the affirmative, in the light of Article 17(1), in conjunction with Article 24, of the Charter of Fundamental Rights of the European Union, what is the significance as regards the application of the legislation transposing the provisions of Directive 93/13 into national law, of the fact that, at the time of conclusion of the contract for the provision of services in question, with a term of 15 years, the young sportsperson was a minor and, therefore, the contract was concluded by the minor's parents on his behalf, and established an obligation on him to pay remuneration of 10% of all income received in the following 15 years?

(10) In the event that the answer to the first or the second question is in the negative, having regard to the fact that sporting activities fall within the scope of EU law, are the fundamental rights enshrined in Article 17(1), in conjunction with Article 24(2), of the Charter of Fundamental Rights of the European Union, infringed by a contract for the provision of services with a term of 15 years concluded with a young sportsperson, who is a minor – concluded on his behalf by his parents – under which the minor is obliged to pay remuneration consisting of 10% of all income received in the following 15 years?

Consideration of the questions referred

Admissibility

34 A argues that some of the questions referred are inadmissible.

35 In the first place, according to A, the third to fifth questions are inadmissible because, through them, the referring court is, in essence, asking the Court not to interpret EU law but to apply that law to a specific case, in particular by determining whether the term at issue in the main proceedings falls within the scope of Article 4(2) of Directive 93/13 and, if not, whether that term is contrary to Article 5 and Article 3(1) of that directive.

36 In the second place, the seventh question raises a purely hypothetical problem, in the absence of a legal basis in Latvian law for finding that a return on investment is excessive.

37 In the third place, A maintains that the ninth and tenth questions, which concern the applicability of the Charter to horizontal relationships, are inadmissible, first, because they are too abstract and constitute, in essence, a request for an advisory opinion and, second, because the Charter is not applicable in the present case.

38 In that regard, it must be noted that, according to settled case-law of the Court, in the context of cooperation between that Court and national courts established in Article 267 TFEU, it is solely for the national court before which the dispute has been brought, and which must assume responsibility for the subsequent judicial decision, to determine, in the light of the particular circumstances of the case in the main proceedings, the relevance of the questions which it submits to the Court. Where the questions referred concern the interpretation or validity of a rule of EU law, the Court is in principle required to give a ruling. It follows that a question referred for a preliminary ruling concerning EU law enjoys a presumption of relevance. The Court may refuse to rule on such a question only where it is quite obvious that the interpretation of EU law that is sought bears no relation to the actual facts of the main action or its purpose, where the problem is hypothetical, or where the Court does not have before it the factual or legal material necessary to give a useful answer to the questions submitted to it (judgment of 29 June 2023, *International Protection Appeals Tribunal and Others (Attack in Pakistan)*, C756/21, EU:C:2023:523, paragraphs 35 and 36, and the case-law cited).

39 In the present case, it is not obvious that the interpretation of EU law sought bears no relation to the actual facts of the main action or its purpose, or that the problem is hypothetical. In addition, the order for reference describes in sufficient detail the legal and factual context of the dispute in the main proceedings, so that the Court is in a position to give a useful answer to the questions submitted to it.

40 In particular, first, as regards the third to fifth, ninth and tenth questions, it is apparent from the request for a preliminary ruling that the referring court is uncertain as to the meaning and scope of a number of provisions of Directive 93/13, as the case may be, read in conjunction with certain provisions of the Charter, in order to determine whether it can review the unfairness of the term at issue in accordance with that directive. As the Advocate General observed in point 39 of his Opinion, the referring court is not asking the Court to apply those provisions of Directive 93/13 to the facts of the case in the main proceedings or to replace the assessment of the referring court by its own assessment.

41 Second, as to the allegedly hypothetical nature of the seventh question, resulting from, according to A, the fact that there is no possibility in Latvian law for finding that a return on investment is excessive, it must be recalled that, in the context of the procedure laid down in Article 267 TFEU, the functions of the Court of Justice and those of the referring court are clearly distinct and that it is only for the referring court to interpret national legislation (judgment of 15 January 2013, *Križan and Others*, C416/10, EU:C:2013:8, paragraph 58 and the case-law cited). The interpretation of national law put forward by A as to the impossibility of finding that a return on investment is excessive is not sufficient to rebut the presumption of relevance referred to in paragraph 38 of the present judgment.

42 Therefore, the questions referred by the referring court are admissible.

Substance

The first question

43 By its first question, the referring court asks, in essence, whether Article 1(1) and Article 2(b) of Directive 93/13 must be interpreted as meaning that a contract concluded between, on the one hand, a supplier carrying on an activity in the field of sports development and, on the other hand, a ‘rising star’ of minor age, represented by his or her parents, who, when that contract was concluded, was not employed in the field of sport, falls within the scope of that directive.

44 In that regard, it should be noted, first of all, that the scope of Directive 93/13 is defined in Article 1(1) thereof. According to that definition, the purpose of that directive is thus to approximate the provisions of the Member States relating to unfair terms in contracts concluded between a seller or supplier and a consumer. It is accordingly a general directive for consumer protection, intended to apply in all sectors of economic activity (see, to that effect, judgment of 6 July 2017, *Air Berlin*, C290/16, EU:C:2017:523, paragraph 44).

45 As regards the concepts of ‘consumer’ and ‘seller or supplier’ referred to in Article 1(1) of Directive 93/13, Article 2(b) and (c) of that directive defines them as meaning, respectively, any natural person who, in contracts covered by that directive, is acting for purposes which are outside his or her profession, and any natural or legal person who, in contracts covered by that directive, is acting for purposes relating to his or her profession, whether publicly owned or privately owned.

46 It is therefore by reference to the capacity of the contracting parties, according to whether or not they are acting for purposes relating to their trade, business or profession, that Directive 93/13 defines the contracts to which it applies (judgment of 24 October 2024, *Zabitoń*, C347/23, EU:C:2024:919, paragraph 24 and the case-law cited).

47 Consequently, Directive 93/13 is applicable in a situation where a contract has been concluded between, on the one hand, a supplier carrying on an activity in the field of sports development and, on the other hand, a ‘rising star’ of minor age, represented by his or her parents, who, when that contract was concluded, did not pursue the sporting activity concerned on a professional basis.

48 That conclusion cannot be invalidated where, as in the case at issue in the main proceedings, after the conclusion of that contract, the consumer became a professional sportsman.

49 It has been held that the status of ‘consumer’ of a person must be assessed at the time when the contract in question is concluded (see, to that effect, judgments of 9 July 2020, *Raiffeisen Bank and BRD Groupe Société Générale*, C698/18 and C699/18, EU:C:2020:537, paragraph 73, and of 24 October 2024, *Zabitoń*, C347/23, EU:C:2024:919, paragraph 32).

50 Consequently, a minor who, on the date of conclusion of a contract for services for development and career support for a sportsperson, did not pursue, on a professional basis, the sporting activity concerned does not lose the status of ‘consumer’, within the meaning of Article 2(b) of Directive 93/13, on the ground that he or she has become a professional sportsperson during the performance of the contract.

51 In that regard, it should be added that the mere fact that that consumer is regarded as a ‘rising star’ sportsperson in the sporting discipline in which he or she subsequently became a professional sportsperson is not such as to alter the status he or she held on the date of conclusion of the contract at issue, nor the fact that the subject matter of that contract was linked to that sportsperson’s possible future professional career.

52 Similarly, the fact that the consumer concerned could have had knowledge or potentially important information in the sporting discipline in which he or she subsequently became a professional sportsperson is irrelevant as regards his or her status on the date on which the contract at issue was concluded.

53 According to settled case-law, the concept of ‘consumer’, within the meaning of Article 2(b) of Directive 93/13, is objective in nature and is distinct from the concrete knowledge the person in question may have, or from the information that person actually has (judgment of 3 September 2015, *Costea*, C110/14, EU:C:2015:538, paragraph 21).

54 In the light of the foregoing considerations, the answer to the first question is that Article 1(1) and Article 2(b) of Directive 93/13 must be interpreted as meaning that a contract for services for development and career support for a sportsperson, concluded between, on the one hand, a supplier carrying on an activity in the field of sports development and, on the other hand, a ‘rising star’ of minor age, represented by his parents, who, when that contract was concluded, was not yet employed in the field of sport and, therefore, had the status of consumer, falls within the scope of that directive.

The second question

55 There is no need to answer the second question, since it was asked only in the event of a negative answer to the first question.

The third question

56 By its third question, the referring court asks, in essence, whether Article 4(2) and Article 8 of Directive 93/13 must be interpreted as meaning that a national court may assess, in the light of Article 3 of that directive, the unfairness of a contractual term which stipulates that, for the provision of services for development and career support in a particular sport, specified in the contract, a young sportsperson undertakes to pay remuneration equal to 10% of the income received over the 15 years following the conclusion of that contract.

57 In that regard, it should be recalled that Article 4(2) of Directive 93/13 provides that assessment of the unfair nature of terms shall relate neither to terms relating to the definition of the main subject matter of the contract nor to those relating to the adequacy of the price and remuneration, on the one hand, as against the services or goods supplied in exchange, on the other, in so far as those terms are in plain, intelligible language.

58 According to the Court’s case-law, the terms referred to in Article 4(2), while they come within the area covered by Directive 93/13, escape the assessment as to whether they are unfair provided that the national court having jurisdiction considers, following a case-by-case examination, that they were drafted by the seller or supplier in plain, intelligible language. Thus, that provision is intended solely to establish the detailed rules and the scope of the substantive assessment of contract terms, which have not been individually negotiated and which describe the essential obligations of contracts concluded between a seller or supplier and a consumer (see, to that effect, judgment of 3 June 2010, *Caja de Ahorros y Monte de Piedad de Madrid*, C484/08, EU:C:2010:309, paragraphs 32 and 34). Furthermore, it follows from that provision that the fact that a term is not drafted in plain intelligible language is not, in itself, capable of rendering it unfair (judgment of 13 July 2023, *Banco Santander (Reference to an official index)*, C265/22, EU:C:2023:578, paragraph 66 and the case-law cited).

59 Where, as in the dispute in the main proceedings, the subject matter of a contract is the provision of services for development and career support in a particular sport, specified in that contract, a term stipulating that, for the provision of those services, the young sportsperson who is party to the contract undertakes to pay remuneration equal to 10% of the income received over the 15 years following the conclusion of that contract is, as the Advocate General observed, in essence, in point 87 of his Opinion,

relevant for the purposes of determining both the main subject matter of the contract and the adequacy of the price and remuneration, on the one hand, as against the services or goods supplied in exchange, on the other, within the meaning of Article 4(2) of Directive 93/13.

60 It follows that that term falls within the scope of Article 4(2) and that, consequently, in principle, a national court may assess whether it is unfair only if it reaches the conclusion that it is not drafted in plain, intelligible language.

61 However, in the present case, it is apparent from the request for a preliminary ruling that, on the date of conclusion of the contract at issue, namely 14 January 2009, certain provisions of Directive 93/13, in particular Article 4(2) thereof, had not been transposed by the Republic of Latvia into its legal order, the transposition of that provision having become effective only on 1 July 2014.

62 In that regard, it should be borne in mind that Article 8 of Directive 93/13 expressly lays down the option for Member States to 'adopt or retain [more] stringent provisions compatible with the Treaty in the area covered by [that directive], to ensure a [greater] degree of protection for the consumer'.

63 The Court has inferred from this that Member States cannot be prevented from adopting or retaining, throughout the area covered by Directive 93/13, including the terms referred to in Article 4(2) thereof, rules which are more stringent than those provided for by that directive itself, on condition that they are designed to afford consumers a higher level of protection (judgment of 3 June 2010, *Caja de Ahorros y Monte de Piedad de Madrid*, C484/08, EU:C:2010:309, paragraphs 35 and 40).

64 Thus, where national law so permits, a national court may assess, in the context of a dispute concerning a contract concluded between a seller or supplier and a consumer, the unfairness of a term which has not been individually negotiated, which relates, inter alia, to the main subject matter of that contract, even where that term has been drafted in advance by the seller or supplier in plain, intelligible language.

65 It is therefore for the referring court to ascertain whether, on the date of conclusion of the contract of 14 January 2009, national law made it possible to assess the unfairness of a term falling within the scope of Article 4(2) of Directive 93/13, including in cases where that term had been drafted in plain, intelligible language.

66 In the light of the foregoing, the answer to the third question is that Article 4(2) and Article 8 of Directive 93/13 must be interpreted as meaning that a contractual term stipulating that, for the provision of services for development and career support in a particular sport, specified in the contract, the young sportsperson undertakes to pay remuneration equal to 10% of the income received over the 15 years following the conclusion of that contract falls within the scope of that provision. Consequently, a national court may, in principle, assess, in the light of Article 3 of that directive, the unfairness of that term only if it reaches the conclusion that it is not drafted in plain, intelligible language. However, those provisions do not preclude national legislation which authorises a judicial review of the unfairness of that term even where it is drafted in plain, intelligible language.

The fourth question

67 By its fourth question, the referring court asks, in essence, whether Article 5 of Directive 93/13 must be interpreted as meaning that a contractual term which merely stipulates, without further clarification, that, in exchange for the provision of services for development and career support for a sportsperson, that sportsperson undertakes to pay the seller or supplier remuneration equal to 10% of the income received over the 15 years following the conclusion of that contract must be regarded as being drafted in plain, intelligible language, within the meaning of that provision.

68 In that regard, Article 5 of Directive 93/13 provides, first, that in the case of contracts where all or certain terms offered to the consumer are in writing, those terms must always be drafted in plain, intelligible language and, second, where there is doubt about the meaning of a term, the interpretation most favourable to the consumer must prevail.

69 As regards the requirement of transparency of contractual terms, as laid down in both Article 4(2) and Article 5 of Directive 93/13, the Court has ruled that that requirement cannot be reduced merely to their being formally and grammatically intelligible, but must be understood broadly, in view of the fact that the consumer is in a position of weakness vis-à-vis the seller or supplier as regards, in particular, his or her level of knowledge (see, to that effect, judgment of 20 September 2017, *Andriuc and Others*, C186/16, EU:C:2017:703, paragraph 44 and the case-law cited).

70 That requirement of transparency therefore requires not only that a term be formally and grammatically intelligible to the consumer concerned, but also that the contract should set out transparently the specific functioning of the mechanism to which the relevant term relates and, where appropriate, the relationship between that mechanism and the mechanism laid down by other terms, so that that consumer is in a position to evaluate, on the basis of clear, intelligible criteria, the economic consequences for him or her which derive from it (see, to that effect, judgment of 12 January 2023, *D.V. (Lawyers' fees – Principle of an hourly rate)*, C395/21, EU:C:2023:14, paragraphs 36 and 37, and the case-law cited).

71 It is for the national court to determine, in the light of all the relevant facts, whether that requirement has been complied with. Specifically, it is for that court to ascertain, considering the circumstances surrounding the conclusion of the contract, whether all the information likely to have a bearing on the extent of his or her commitment has been communicated to the consumer, enabling the consumer to estimate the financial consequences thereof (see, to that effect, judgment of 12 January 2023, *D.V. (Lawyers' fees – Principle of an hourly rate)*, C395/21, EU:C:2023:14, paragraph 38 and the case-law cited).

72 In that regard, the Court has held, in the context of a dispute which concerned a contractual term on the payment of lawyers' fees, that, although a seller or supplier cannot be required to inform the consumer of the final financial consequences of his or her commitment, which depend on future events which are unpredictable and beyond the control of that seller or supplier, the fact remains that the information which the seller or supplier is required to provide before the conclusion of the contract must enable the consumer to take a prudent decision in full knowledge of the possibility that such events may occur and of the consequences which they are likely to have with regard to the duration of the provision of legal services concerned (judgment of 12 January 2023, *D.V. (Lawyers' fees – Principle of an hourly rate)*, C395/21, EU:C:2023:14, paragraph 43).

73 In the present case, it will be for the referring court to assess, taking into account the specific characteristics of the term at issue in the main proceedings and all the relevant factors surrounding the conclusion of the contract of 14 January 2009, whether the information provided by the supplier before the conclusion of that contract enabled the consumer to take a prudent decision in full knowledge of the financial consequences of concluding that contract (see, by analogy, judgment of 12 January 2023, *D.V. (Lawyers' fees – Principle of an hourly rate)*, C395/21, EU:C:2023:14, paragraph 44).

74 As regards the characteristics of a term, such as that at issue in the main proceedings, which lays down the amount of the service provider's remuneration on the basis of a fixed percentage of the other party's future income for a given period, it should be noted that such a term may, in itself, be regarded as enabling the person concerned to assess the financial consequences which may result for him or her only in so far as it describes precisely the income concerned. It will be for the referring court to determine whether the information, included in the contract of 14 January 2009 according to which the service provider's

remuneration is calculated on the basis of a fixed percentage of all the net income from sports events, advertising, marketing and media linked to the sport concerned may, in itself, be regarded as meeting such a degree of precision. It is also necessary that the nature of the services provided in return for the anticipated remuneration can reasonably be understood or inferred from a consideration of the contract as a whole (see, to that effect, judgment of 3 October 2019, *Kiss and CIB Bank*, C621/17, EU:C:2019:820, paragraph 43).

75 It is ultimately for the referring court to ascertain whether, on the date of conclusion of the contract of 14 January 2009, the interested party had, as regards both the nature of the services to be provided by the supplier and the basis for calculating the amount of the remuneration to be paid in return, all the information necessary to enable him to assess the financial consequences of the commitment undertaken by him.

76 In the light of the foregoing considerations, the answer to the fourth question is that Article 5 of Directive 93/13 must be interpreted as meaning that a contractual term which merely stipulates that, in exchange for the provision of services for development and career support for a sportsperson, that sportsperson undertakes to pay the service provider remuneration equal to 10% of the income received over the 15 years following the conclusion of that contract, without all the information necessary to enable him or her to assess the financial consequences of the commitment undertaken by him or her being communicated to the consumer before the conclusion of the contract, is not drafted in plain, intelligible language within the meaning of that provision.

The fifth question

77 By its fifth question, the referring court asks, in essence, whether Article 3(1) of Directive 93/13 must be interpreted as meaning that a contractual term which stipulates that, in exchange for the provision of services for development and career support for a sportsperson, a young sportsperson undertakes to pay remuneration equal to 10% of the income received over the 15 years following the conclusion of that contract causes a significant imbalance in the parties' rights and obligations arising under the contract, to the detriment of the consumer, within the meaning of that provision, where that term does not establish a link between the value of the service provided and its cost to the consumer.

78 In that regard, it must be recalled that, according to the Court's settled case-law, the jurisdiction of the Court extends to the interpretation of the concepts in Directive 93/13 and to the criteria which the national court may or must apply when examining a contractual term in the light of the provisions thereof, bearing in mind that it is for that court to determine, in the light of those criteria, whether a particular contractual term is actually unfair in the circumstances of the case. It is thus clear that the Court must limit itself to providing the referring court with guidance which the latter must take into account (judgment of 13 July 2023, *Banco Santander (Reference to an official index)*, C265/22, EU:C:2023:578, paragraph 50).

79 Article 3(1) of the Directive provides that a contractual term which has not been individually negotiated is to be regarded as unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations under the contract, to the detriment of the consumer.

80 In the assessment of whether a contractual term, which has not been individually negotiated, is unfair, which is for the national court to carry out pursuant to Article 3(1) of Directive 93/13, it is for that court to assess, having regard to all the circumstances of the case, first, the possible failure to observe the requirement of good faith and, second, the possible existence of a significant imbalance to the detriment of the consumer within the meaning of that provision (judgment of 13 July 2023, *Banco Santander (Reference to an official index)*, C265/22, EU:C:2023:578, paragraph 63).

81 In order to define those concepts, it should be recalled, first, concerning the circumstances in which such an imbalance arises ‘contrary to the requirement of good faith’, that, having regard to the sixteenth recital of Directive 93/13, the national court must assess whether the seller or supplier, dealing fairly and equitably with the consumer, could reasonably assume that the consumer would have agreed to such a term in individual contract negotiations (judgment of 13 July 2023, *Banco Santander (Reference to an official index)*, C265/22, EU:C:2023:578, paragraph 64).

82 Second, in order to ascertain whether a term causes a ‘significant imbalance’ in the parties’ rights and obligations under a contract to the detriment of the consumer, particular account must be taken of which rules of national law would apply in the absence of an agreement by the parties, in order to evaluate whether and, as the case may be, to what extent, the contract places that consumer in a legal situation less favourable than that provided for by the national law in force (judgment of 13 July 2023, *Banco Santander (Reference to an official index)*, C265/22, EU:C:2023:578, paragraph 65).

83 It is only by carrying out that comparative analysis that the national court will be able to evaluate whether and, as the case may be, to what extent, the contract places the consumer in a legal situation less favourable than that provided for by the national law in force.

84 That said, as the Advocate General observed in point 91 of his Opinion, other factors may also be taken into consideration in order to assess the existence of a significant imbalance, such as fair and equitable market practices on the date of conclusion of the contract at issue in the matter of remuneration in the field of sport concerned or the obligations to which a reasonably well-informed consumer could expect to be subject having regard to those practices.

85 Lastly, in accordance with Article 4(1) of Directive 93/13, the national court is required to assess the unfairness of a contractual term by taking into account the nature of the goods or services that form the subject matter of the contract and by reference, on the date on which the contract was concluded, to all the circumstances attending its conclusion, as well as all the other clauses of that contract or of a contract on which it is dependent (see, to that effect, judgment of 4 July 2024, *Caixabank and Others (Review of transparency in collective actions)*, C450/22, EU:C:2024:577, paragraph 29 and the case-law cited).

86 In the present case, as the Advocate General observed in point 95 of his Opinion, the referring court will have to take account of various details specific to the contract of 14 January 2009, such as the fact that, by its very nature, that contract included a risk factor for A. That contract stipulated that the remuneration due to A was payable only on condition that the income reached an amount of at least EUR 1 500 per month, that C could unilaterally terminate that contract without paying compensation in the event, inter alia, of a decision not to pursue his professional career, or even that the services provided by A were provided without a guarantee that C would achieve the desired result, namely to become a professional (see, by analogy, judgment of 16 March 2010, *Olympique Lyonnais*, C325/08, EU:C:2010:143, paragraph 42).

87 In the light of the foregoing considerations, the answer to the fifth question is that Article 3(1) of Directive 93/13 must be interpreted as meaning that a contractual term which stipulates that, in exchange for the provision of services for development and career support for a sportsperson, a young sportsperson undertakes to pay remuneration equal to 10% of the income received over the 15 years following the conclusion of that contract does not create a significant imbalance, to the detriment of the consumer, between the parties’ rights and obligations, within the meaning of that provision, merely because that term does not establish a link between the value of the service provided and its cost to the consumer. The existence of such an imbalance must be assessed in the light, in particular, of the rules applicable in national law in the absence of an agreement between the parties, fair and equitable market practices on the date of conclusion of the contract in the matter of remuneration in the field of sport concerned and all

the circumstances attending the conclusion of that contract, as well as all the other terms of that contract or of another contract on which it is dependent.

The sixth question

88 By its sixth question, the referring court asks, in essence, whether Article 6(1) of Directive 93/13 must be interpreted as precluding a national court which has found that a term in a contract concluded between a seller or supplier and a consumer is unfair, within the meaning of Article 3(1) of that directive, from reducing the amount payable by the consumer to the extent of the costs actually incurred by the seller or supplier in the performance of that contract.

89 In that regard, Article 6(1) of Directive 93/13 provides that Member States are to lay down that unfair terms used in a contract concluded with a consumer by a seller or supplier shall, as provided for under their national law, not be binding on the consumer and that the contract shall continue to bind the parties upon those terms if it is capable of continuing in existence without the unfair terms.

90 That is a mandatory provision which aims to replace the formal balance which the contract establishes between the rights and obligations of the parties with an effective balance which re-establishes equality between them (judgment of 30 May 2013, *Asbeek Brusse and de Man Garabito*, C488/11, EU:C:2013:341, paragraph 38).

91 In those circumstances, that provision must be regarded as a provision of equal standing to that of national rules that have, within the domestic legal system, the character of rules of public policy (judgment of 21 December 2016, *Gutiérrez Naranjo and Others*, C154/15, C307/15 and C308/15, EU:C:2016:980, paragraph 54), with the result that an unfair term must be regarded as never having existed.

92 As regards the possibility for a national court which has found that a term in a contract concluded between a seller or supplier and a consumer is unfair to revise the content of that term instead of merely setting aside its application to the consumer, it should be noted that Article 6(1) of Directive 93/13 cannot be understood as allowing the national court to make use of such a possibility (see, to that effect, judgment of 14 June 2012, *Banco Español de Crédito*, C618/10, EU:C:2012:349, paragraph 71).

93 If it were open to the national court to revise the content of unfair terms included in such a contract, such a power would be liable to compromise attainment of the long-term objective of Article 7 of Directive 93/13. That power would contribute to eliminating the dissuasive effect on sellers or suppliers of the straightforward non-application with regard to the consumer of those unfair terms, in so far as those sellers or suppliers would still be tempted to use those terms in the knowledge that, even if they were declared invalid, the contract could nevertheless be modified, to the extent necessary, by the national court in such a way as to safeguard the interest of those sellers or suppliers (judgment of 26 March 2019, *Abanca Corporación Bancaria and Bankia*, C70/17 and C179/17, EU:C:2019:250, paragraph 54).

94 The contract at issue may, pursuant to Article 6(1) of Directive 93/13, be continued as long as, in accordance with the rules of domestic law, such continuity of the contract is legally possible without the unfair terms, which is to be determined objectively (judgment of 3 October 2019, *Dziubak*, C260/18, EU:C:2019:819, paragraph 39).

95 In the light of the foregoing considerations, the answer to the sixth question is that Article 6(1) of Directive 93/13 must be interpreted as precluding a national court which has found that a term in a contract concluded between a seller or supplier and a consumer is unfair, within the meaning of Article 3(1) of that directive, from reducing the amount payable by the consumer to the extent of the costs actually incurred by the seller or supplier in the performance of that contract.

The seventh and eighth questions

96 There is no need to answer the seventh and eighth questions, since they were asked only in the event of a negative answer to the third question.

The ninth question

97 By its ninth question, the referring court asks, in essence, whether Directive 93/13, read in the light of Article 17(1) and Article 24(2) of the Charter, must be interpreted as meaning that, where a contractual term stipulates that, in exchange for the provision of services for development and career support for a sportsperson, a consumer undertakes to pay remuneration equal to 10% of the income received over the 15 years following the conclusion of that contract, the fact that the consumer was a minor at the time that contract was concluded and that that contract was concluded by the minor's parents on behalf of the minor is relevant for the purposes of assessing whether that term is unfair.

98 It should be recalled that, so far as actions of the Member States are concerned, the scope of the Charter is defined in Article 51(1) thereof, under which the provisions of the Charter are addressed to the Member States only when they are implementing EU law.

99 In the present case, in response to the first question, the Court found that Directive 93/13 was applicable to a contract such as that at issue in the main proceedings, with the result that the national regulatory framework of which the dispute in the main proceedings forms part constitutes an implementation of that directive and, therefore, of EU law, within the meaning of Article 51(1) of the Charter.

100 Consequently, the referring court is required, when applying Directive 93/13, to respect the fundamental rights enshrined in the Charter, which include those laid down in Articles 17 and 24 thereof, which concern, the right to property and the rights of the child, respectively.

101 As regards, in particular, the rights of the child guaranteed in Article 24 of the Charter, those rights entail, inter alia, the obligation to take into account the best interests of the child as a primary consideration in all actions relating to children.

102 Consequently, although Directive 93/13 does not refer to consumers who are minors, it nevertheless follows from Article 24(2) of the Charter and Article 3(1) of the International Convention on the Rights of the Child, adopted by the United Nations General Assembly on 20 November 1989, to which the explanations relating to Article 24 of the Charter expressly refer, that the best interests of the child must not only be taken into account in the substantive assessment of applications concerning children, but must also influence the decision-making process leading to that assessment, subject to specific procedural safeguards. As the United Nations Committee on the Rights of the Child has observed, the expression 'best interests of the child', within the meaning of Article 3(1), refers to a substantive right, an interpretative legal principle and a rule of procedure (judgment of 11 June 2024, *Staatssecretaris van Justitie en Veiligheid (Women identifying with the value of gender equality)*, C646/21, EU:C:2024:487, paragraph 73).

103 That said, the obligation to take into account the best interests of the child, incumbent in particular on the referring court, does not preclude that court, in the present case, from taking into consideration the fact that C's parents, who represented him when the contract of 14 January 2009 was concluded, themselves had knowledge of the world of professional sport or the fact that C was 17 years old on the date on which that contract was concluded.

104 In the light of the foregoing considerations, the answer to the ninth question is that Directive 93/13, read in the light of Article 17(1) and Article 24(2) of the Charter, must be interpreted as meaning that, where a contractual term stipulates that, in exchange for the provision of services for development and career support for a sportsperson, a consumer undertakes to pay remuneration equal to 10% of the income received over the 15 years following the conclusion of that contract, the fact that the consumer was a

minor at the time that contract was concluded and that that contract was concluded by the minor's parents on behalf of the minor is relevant for the purposes of assessing whether that term is unfair.

The tenth question

105 There is no need to answer the tenth question, since it was asked only in the event of a negative answer to the first question.

Costs

106 Since these proceedings are, for the parties to the main proceedings, a step in the action pending before the referring court, the decision on costs is a matter for that court. Costs incurred in submitting observations to the Court, other than the costs of those parties, are not recoverable.

On those grounds, the Court (Fifth Chamber) hereby rules:

1. Article 1(1) and Article 2(b) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts

must be interpreted as meaning that a contract for services for development and career support for a sportsperson, concluded between, on the one hand, a supplier carrying on an activity in the field of sports development and, on the other hand, a 'rising star' of minor age, represented by his or her parents, who, when that contract was concluded, was not yet employed in the field of sport and, therefore, had the status of consumer, falls within the scope of that directive.

2. Article 4(2) and Article 8 of Directive 93/13

must be interpreted as meaning that a contractual term stipulating that, for the provision of services for development and career support in a particular sport, specified in the contract, the young sportsperson undertakes to pay remuneration equal to 10% of the income received over the 15 years following the conclusion of that contract falls within the scope of that provision. Consequently, a national court may, in principle, assess, in the light of Article 3 of that directive, the unfairness of that term only if it reaches the conclusion that it is not drafted in plain, intelligible language. However, those provisions do not preclude national legislation which authorises a judicial review of the unfairness of that term even where it is drafted in plain, intelligible language.

3. Article 5 of Directive 93/13

must be interpreted as meaning that a contractual term which merely stipulates that, in exchange for the provision of services for development and career support for a sportsperson, that sportsperson undertakes to pay the service provider remuneration equal to 10% of the income received over the 15 years following the conclusion of that contract, without all the information necessary to enable him or her to assess the financial consequences of the commitment undertaken by him or her being communicated to the consumer before the conclusion of the contract, is not drafted in plain, intelligible language within the meaning of that provision.

4. Article 3(1) of Directive 93/13

must be interpreted as meaning that a contractual term which stipulates that, in exchange for the provision of services for development and career support for a sportsperson, a young sportsperson undertakes to pay remuneration equal to 10% of the income received over the 15 years following the conclusion of that contract does not create a significant imbalance, to the detriment of the consumer, between the parties' rights and obligations, within the meaning of that provision, merely because that term does not establish a link between the value of the service provided and its cost to the consumer. The existence of such an imbalance must be assessed in the light, in particular, of the rules applicable in

national law in the absence of an agreement between the parties, fair and equitable market practices on the date of conclusion of the contract in the matter of remuneration in the field of sport concerned and all the circumstances attending the conclusion of that contract, as well as all the other terms of that contract or of another contract on which it is dependent.

5. Article 6(1) of Directive 93/13

must be interpreted as precluding a national court which has found that a term in a contract concluded between a seller or supplier and a consumer is unfair, within the meaning of Article 3(1) of that directive, from reducing the amount payable by the consumer to the extent of the costs actually incurred by the seller or supplier in the performance of that contract.

6. Directive 93/13, read in the light of Article 17(1) and Article 24(2) of the Charter of Fundamental Rights of the European Union,

must be interpreted as meaning that, where a contractual term stipulates that, in exchange for the provision of services for development and career support for a sportsperson, a consumer undertakes to pay remuneration equal to 10% of the income received over the 15 years following the conclusion of that contract, the fact that the consumer was a minor at the time that contract was concluded and that that contract was concluded by the minor's parents on behalf of the minor is relevant for the purposes of assessing whether that term is unfair.

[Signatures]

* Language of the case: Latvian.

i The name of the present case is a fictitious name. It does not correspond to the real name of any party to the proceedings.