

5. Must Council Directive 87/102/EEC ⁽³⁾ of 22 December 1986 for the approximation of the laws, regulations and administrative provisions of the Member States concerning consumer credit, as amended and supplemented by Directive 98/7/EC ⁽⁴⁾ of the European Parliament and of the Council of 16 February 1998, be interpreted as meaning that the APR includes also a payment for cash acceptance of repayment instalments of the credit, or part of it, if the payment substantially exceeds the unavoidable costs of that ancillary service, and must Article 14 of that directive be interpreted as meaning that it is a circumvention of the concept of APR if the payment for an ancillary service substantially exceeds the costs of the ancillary service and the payment is not included in the APR?
6. Must Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts be interpreted as meaning that it suffices, to satisfy the requirement of transparency of an ancillary service for which an administrative charge is paid, that the price of that administrative service (the administrative charge) is clear and comprehensible, even if the object of performance of that administrative service is not defined?
7. Must Article 4(1) and (2) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts be interpreted as meaning that the mere fact that an administrative charge is included in the calculation of the APR precludes the court from exercising a power of review of such an administrative charge for the purposes of that directive?
8. Must Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts be interpreted as meaning that the mere amount of the administrative charge precludes review by the court for the purposes of that directive?
9. If the answer to Question 6 is that the object of the administrative service for which the administrative charge is to be paid is sufficiently transparent, in such a case does the administration, with all possible administrative work and functions coming into consideration, constitute the principal object of the consumer credit?
10. Must Article 4(1) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts be interpreted as meaning that, for the purpose of that directive, it is relevant inter alia that in return for the charge for the ancillary service the consumer receives performance which is predominantly not in his interest but in the interest of the creditor of the consumer credit?

⁽¹⁾ OJ 2005 L 149, p. 22.

⁽²⁾ OJ 1993 L 95, p. 29.

⁽³⁾ OJ 1987 L 42, p. 48.

⁽⁴⁾ OJ 1998 L 101, p. 17.

Action brought on 20 August 2014 — European Commission v Portuguese Republic

(Case C-398/14)

(2014/C 380/03)

Language of the case: Portuguese

Parties

Applicant: European Commission (represented by: P. Guerra e Andrade and E. Manhaeve, acting as Agents)

Defendant: Portuguese Republic

Form of order sought

— Declare that, by not ensuring an adequate level of treatment of urban waste water in the 52 listed agglomerations regarding which there is infringement, the Portuguese Republic did not comply with its duties under Article 4 of Directive 91/271/EEC ⁽¹⁾ concerning urban waste water treatment.

— Order the Portuguese Republic to pay the costs.

Pleas in law and main arguments

Article 4 of Directive 91/271/EEC establishes in particular that, at the latest by 31 December 2005, discharges of urban waste water to fresh-water and estuaries from agglomerations with a population equivalent of between 2 000 and 10 000 must, before discharge, be subject to secondary treatment or an equivalent treatment.

The Commission considers that there is a systemic problem in Portugal, as the Portuguese State has not taken planning measures, either at national or regional level, to ensure orderly compliance with the provisions of Directive 91/271/EEC.

(¹) Council Directive 91/271/EEC of 21 May 1991 concerning urban waste water treatment OJ 1991 L 135, p. 40.

Request for a preliminary ruling from the Diikitiko Efetio Athinon (Greece) lodged on 22 August 2014 — VIAMAR — Elliniki Aftokinton kai Genikon Epikhiriseon A.E. v Elliniko Dimosio

(Case C-402/14)

(2014/C 380/04)

Language of the case: Greek

Referring court

Diikitiko Efetio Athinon

Parties to the main proceedings

Applicant: VIAMAR — Elliniki Aftokinton kai Genikon Epikhiriseon A.E.

Defendant: Elliniko Dimosio

Questions referred

1. Is Article 1(3) of Directive 2008/118/EC (¹) of 16 December 2008 legally sufficient in itself and complete/unconditional and sufficiently clear so that, although that particular provision of the directive has not been transposed into the national law of the Member State/the Greek State, it has direct effect and can be relied on by an individual who derives rights from it before the national courts, and the latter are required to take that provision into account?
2. In any event, is Article 130(5) of the National Customs Code, in conjunction with Article 128(1) thereof — which provide that the customs clearance certificate for Community vehicles imported into the country is issued after collection of the registration tax, the obligation to pay which arises upon their entry into the country — compatible with Article 3(c) of the EEC Treaty, providing for the abolition of obstacles to the free movement of goods between Member States?

(¹) Council Directive 2008/118/EC concerning the general arrangements for excise duty and repealing Directive 92/12/EEC (OJ 2009 L 9, p. 12).