

NOVA CONSUMER LAB NEWSLETTER

Welcome to the NOVA Consumer Lab newsletter. The newsletter includes all the latest news from our centre and relevant information on consumption and consumer law in Portugal, Europe and the world.



The NOVA Consumer Lab researcher Jorge Morais Carvalho was interviewed by Manuel Carvalho for the P24 Podcast published on 7 January 2025. The episode was dedicated to the “Elon Musk case: consumers in the fight against threats to democracy”. You can listen to it [here](#).

PARTICIPATION IN RESEARCH CENTER EXHIBITION

The NOVA Consumer Lab was present at the exhibition of knowledge centres of CEDIS and NOVA School of Law.



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PARTICIPATION IN CONFERENCE

Researcher and Professor Fabrizio Esposito gave the first permanent workshop of Lisbon Legal Theory by the Lisbon Public Law Research Center, on the topic of the “The Efficiency-Fairness Rosetta Stone: Consumer Sovereignty as Commutative Justice”.



NOVA Consumer Podcast



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CONSUMER LAW NEWS

CJEU in Qatar Airways (C-516/23) - 16 January - Link.

1. The first alternative of the first sentence of Article 3(3) of Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91, must be interpreted as meaning that a passenger does not travel free of charge, within the meaning of that provision, where, in order to make his or her reservation, that passenger had to pay only air transport taxes and charges.



2. The second alternative of the first sentence of Article 3(3) of Regulation No 261/2004 must be interpreted as meaning that a passenger does not travel at a reduced fare not available directly or indirectly to the public, within the meaning of that provision, where that passenger reserved his or her ticket in the context of a promotional campaign which was limited in time and in terms of the quantity of tickets offered and which was aimed at a specified professional category.

3. Article 8(1)(c) of Regulation No 261/2004 must be interpreted as not requiring, for the purposes of its application, the existence of a temporal link between the cancelled flight and the re-routing flight desired by a passenger, since such re-routing to the final destination may be requested under comparable transport conditions at a later date, subject to availability of seats.

CJEU in Flightright (Compte de fidélité)(C-642/23) - 16 January - Link


Article 8(1)(a) of Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91, read in conjunction with Article 7(3) of Regulation No 261/2004, must be interpreted as meaning that, in the event of cancellation of a flight by the operating air carrier, a passenger is not to be deemed to have given his or her 'signed agreement' to reimbursement of the cost of the ticket in the form of travel vouchers where he or she has set up, on that carrier's website, a loyalty account to which those vouchers were to be transferred, without having confirmed, by his or her express, definitive and unequivocal acceptance, his or her agreement to that method of reimbursement.



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CONSUMER LAW NEWS

CJEU in NEW Niederrhein Energie und Wasser (C-518/23) - 23 January - Link.



Article 7(1) and (4)(c) 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') must be interpreted as meaning that, in the case of an invitation to purchase made by means of an online commercial communication, the information relating to the manner in which the price is calculated must not necessarily contain the specific percentage of a component which may vary, such as the compensatory amount applied by the electricity supplier to the consumer concerned, with the result that the latter, once he or she knows his or her electricity consumption, can calculate that price independently, provided that that communication indicates the applicability in principle of such a percentage, together with a possible scale and the components having an impact on that percentage, thus enabling the average consumer to make an informed transactional decision.

CJEU in Slovenská sporiteľna (Informations dans les contrats de crédit aux consommateurs) (C-677/23) - 23 January - Link



1. Article 10(2)(c) of Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC, as amended by Commission Directive 2011/90/EU of 14 November 2011, must be interpreted as meaning that a credit agreement need not necessarily specify the duration of that agreement expressly, provided that the terms of that agreement enable the consumer to determine that duration without difficulty and with certainty.

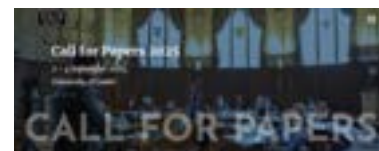
2. Article 10(2)(g) of Directive 2008/48, as amended by Directive 2011/90, must be interpreted as meaning that the assumptions used in order to calculate the annual percentage rate of charge (APRC) must be expressly identified in the credit agreement and that it is not sufficient in that regard that the consumer may himself or herself identify them by examining the terms of that agreement.

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CALL FOR PAPERS

SLS Conference 2025 | University of Leeds

The 2025 Society of Legal Scholars' annual conference will be held at the University of Leeds, from Tuesday 2 to Thursday 4 September and will be an in person event. Consumer Law will be one of the topics of Section A, taking place on Tuesday 2 & Wednesday 3 September. Call for Papers: submit your paper abstract or panel (maximum of 3 speakers) details by 11:59pm UK time on Friday 4 April 2025. More informations [here](#).



EuCML Award for the Best Paper on European Consumer and Market Law

More informations on the Call and Award Conference on 19 September 2025 [here](#).

STARTING SOON

We can also suggest the following courses, to some extent related to consumer law and starting soon:



Cursos Jurisnova da Energia e do Digital
[Post-graduate course Law in the Digital Transaition.](#)
[E-course on the Legal Framework for Electric Mobility](#)



11 DE SETEMBRO DE 2025 A 5 DE
FEVEREIRO DE 2026
JURISNOVA - FORMAÇÃO PÓS-
GRADUADA
**Pós-Graduação em Direito
do Consumo**



The second edition of the Postgraduate Course in
Consumer Law (in Portuguese) starts in September 2025.
You can find all the information [here](#).

FEATURED WEBPAGE OF THE MONTH

On this website you can find a great deal of up-to-date information on EU law, including comments on the case law and legislation on consumer law. This website is a must for anyone who wants to keep up to date with EU consumer law.

