

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.

FEBRUARY HIGHLIGHTS

In Issue 1/2025 of the European Journal of Consumer and Market Law - EuCML, the NOVA Consumer Lab researcher Jorge Morais Carvalho wrote an editorial, together with Mateusz Grochowski and Joasia Luzak, entitled EU Consumer Law: A Few Prognoses for 2025. See more [here](#).



The NOVA Consumer Lab researcher Joana Campos Carvalho was a judge in the final of the ICC International Commercial Mediation Competition 2025, one of the largest and most prestigious international educational competitions dedicated to commercial mediation, which took place last week in Paris.



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NOVA CONSUMER PODCAST

The recordings for our Podcast continue. See an image of a session held in February with Carla Martins, a member of the ERC Regulatory Board.



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CONSUMER LAW NEWS

CJEU in Verein für Konsumenteninformation v BAWAG P.S.K. Bank für Arbeit und Wirtschaft und Österreichische Postsparkasse AG (Case C-85/24) - 27 February - Link

Article 13(1)(g) of Directive 2014/17/EU of the European Parliament and of the Council of 4 February 2014 on credit agreements for consumers relating to residential immovable property and amending Directives 2008/48/EC and 2013/36/EU and Regulation (EU) No 1093/2010



must be interpreted as meaning that a creditor who offers, for the purpose of financing the construction of a dwelling, credit agreements, whether or not secured by a mortgage, at a fixed interest rate, at a variable interest rate or with alternating variable interest rate and fixed interest rate periods, is required to provide, in the general information, only one example of the loans it offers, provided that that example is representative.

CJUE in Case C-674/23 - 27 February - Link

Article 15(3) of Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market, read in the light of Articles 16 and 38 of the Charter of Fundamental Rights of the European Union,

must be interpreted as not precluding national legislation which, as regards a purchase or rental by a natural person of a single-family dwelling, a flat or a residential unit, provides for a cap on the commission charged for property intermediation services:



- in the case of a purchase or sale of immovable property the contract value of which exceeds or is equal to EUR 10 000, amounting to 4% of the price stipulated in the contract, and
- in the case of rental, amounting to 4% of the product of multiplying the monthly rent by the number of months for which the property is let, it being understood that that commission cannot exceed one month's rent,

provided that that legislation does not go beyond what is necessary to attain the objectives which it pursues and that there are no other less restrictive measures allowing the same result to be achieved.

CJEU in Lexitor sp. z o. o. v A.B. S.A. (C-472/23) - 13 February - Link



Reference for a preliminary ruling – Consumer protection – Credit agreements for consumers – Directive 2008/48/EC – Article 10(2) – Duty to provide information – Annual percentage rate of charge – Modification of charges and commissions – Article 23 – National rules on penalties – Principle of proportionality.

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CONSUMER LAW NEWS

CJEU in Verbraucherzentrale Berlin (Notion de durée d'engagement initiale) (C-612/23) – 13 February - [Link](#).



Article 30(5) of Directive 2002/22/EC of the European Parliament and of the Council of 7 March 2002 on universal service and users' rights relating to electronic communications networks and services (Universal Service Directive), as amended by Directive 2009/136/EC of the European Parliament and of the Council of 25 November 2009 must be interpreted as meaning that the concept of 'initial commitment period' referred to in that provision covers both the duration of the initial contract concluded between a consumer and a provider of electronic communications services and that of a subsequent contract concluded between the same parties and such that that subsequent contract may not impose a commitment period exceeding 24 months, including when it was signed and put into effect before the expiry of the initial contract.

INTERVIEW: NCL MEMBERS EDITION

For February's newsletter, we interviewed our researcher Maria Miguel Oliveira.

Our guest completed her undergraduate Law degree at University of Porto and her master's degree in Litigation and Arbitration at NOVA School of Law, where she is currently pursuing her PHD.



When you first started academic research, what were you interested in and how did you begin such journey?

The first time I seriously considered academic research was after completing my master's thesis—a project I thoroughly enjoyed—which explored human rights violations in prisons. At the same time, I was working at the NOVA Consumer Lab (then UMAC) and was therefore deeply engaged with consumer-related issues. A trip I took around that time profoundly shifted my perspective on the world, prompting me to explore the links between human rights violations and consumption. I shared my interest in pursuing a PhD on this topic with Professor Jorge Morais Carvalho, who encouraged me to write a paper on the subject to assess whether these two fields could meaningfully intersect. At the time, the relationship between sustainability and consumption was far less evident than it is today. I wrote and published the paper, and I have been immersed in this topic ever since, now developing my PhD thesis on it.

In Consumer Law research, what topics would you say are most relevant to you in the present moment?

My research in Consumer Law is largely centred on its connections with sustainability. At present, I am especially interested in the link between Consumer Law and social sustainability, particularly the issue of modern slavery in supply chains. My aim is to explore ways to lessen the impact of this invisible thread that ties consumers to the "workers" behind global production networks.

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CALL FOR PAPERS

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:



Fair Markets in the XXI Century: Digital Transition, Artificial Intelligence and Technological Neutrality - Conference 8-9 May 2025

WhatNext.Law invites you to participate in its Annual Conference that will take place in Lisbon on 8 and 9 May 2025 and online the next week.

The topic this year will be 'Fair Markets in the XX1st Century: Digital Transition, Artificial Intelligence and Technological Neutrality'. The Conference will be an occasion for academics, stakeholders, and policymakers to discuss views and advance our share understanding of the challenges of ensuring high standards of fairness in contemporary markets, paying particular attention to the developments in the European Union. You can find more information [here](#).



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



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



FEATURED WEBPAGE OF THE MONTH

This month we highlight the website of [The International Association of Consumer Law](#), an organisation created with the aim of fostering learning and debate on consumer issues and the law. Its main feature is the organisation of a major international conference every two years.

