

Belgian Court of Cassation and Ryanair's forum clauses

On 8 February 2019 the Belgian Court of Cassation decided the case *Happy Flights v Ryanair*. The Dutch version of the decision is available [here](#).

At issue was the validity of the clause in Ryanair's general terms and conditions that the Irish courts have jurisdiction over disputes. The Court of Cassation quashed the decision of the Commercial Court of Brussels, which had considered only the formal validity of the choice-of-court clause.

The Court of Cassation confirmed that the consumer protection provisions of Brussels Ia do not apply (the contracts concern transport). It further found that according to Art. 25(1) of Brussels Ia the substantive validity of the clause (in a non-negotiated contract) was subject to Irish law (specifically the Irish implementation in Act 27/1995 of Directive 93/13/EEG on unfair terms in consumer contracts). The Court did not explicitly refer to Irish private international law (according to Consideration 20 of Brussels Ia), but directly to Act 27/1995.

It sent the case back to the Commercial Court of Leuven for a new assessment.