

# **CREWLINK**

ALESSANDRA COCCA

TS13812

22 March 2012

Dear ALESSANDRA COCCA

We are pleased to offer you the position of Customer Services Agent in Crewlink Ireland Ltd (hereafter referred to as "the Company") which is subject to your signed acceptance of the specific terms and conditions outlined in this document and the relevant sections of the Crewlink General Terms and Conditions of Employment Booklet (The Rough Guide to Crewlink). Amendments to this booklet are made periodically and it is your responsibility to ensure that you are familiar with the most up to date version and the relevant sections which apply to your employment. Details of amendments and the most current version of the booklet are regularly posted on <http://db2crewlinksystem.co.uk> or by Internal memo. An up to date copy is always available in the Personnel Department.

## **PARTICULARS OF EMPLOYMENT**

*This is a fixed term contract between Crewlink Ireland Ltd ('the Company') whose head office is located at Unit 39 Southern Cross Business Park, Boghall Road, Bray, Co. Wicklow, Ireland and ALESSANDRA COCCA.*

### **1. POSITION**

You will be employed by the Company and contracted to Ryanair Limited as a Customer Service Agent. This position will commence on 06 April 2012 ("the Commencement Date") and will end no later than 05 April 2015. This is a three year fixed term contract.

This position is at all times subject to the Company holding a contract with Ryanair Ltd (herein referred to as the Client) for the provision of Cabin Crew. In the event of the Company losing the contract to provide personnel to the Client this contract will automatically terminate.

Employees will be able to end their contract with Crewlink Ireland Ltd before 05 April 2015 as long as the required notice period is given in advance and that all outstanding financial obligations have been met.



# The Ryanair-case

Employment Contracts in Private  
International Law

# Importance of PIL

**Unfair dismissal**

**+ 12 months' continuous service  
with employer**



## JURISDICTION

EU	Norway
Brussel I/Lugano	Lugano

## CHOICE OF LAW

EU	Norway
Rome I	(Rome I)

# European PIL-rules

## Lugano Convention art. 19 (2)

- a) where the employee **habitually carries out his work** ... or
- b) if the employee does not ... habitually carry out his work in any one country, in the courts for the place where **the business which engaged the employee is ... situated**

## Rome I-regulation art. 8

- 2. ... the country in which or, failing that, from which the employee **habitually carries out his work** ...
- 3. Where the law applicable cannot be determined pursuant to paragraph 2, the contract shall be governed by the law of the country where **the place of business through which the employee was engaged is situated**



## **Challenge:**

Where do cabin crew work?

# Different approaches



1) law of the flag



2) base-rule



3) fallback-rule

# Ruling of Norwegian Court

- Base rule-approach: Cocca had «habitually carried out her work» in Norway
  - Norwegian courts have jurisdiction
  - Norwegian law is applicable
- In line with principle of proximity and employee protection
- The approach should be the same in cases C-168/16, C-169/16 and C-242/16!



Thank you for your attention!  
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