

General travel conditions of the Travel Dispute Committee for package travel contracts

Article 1: Scope

These general terms and conditions are applicable to package travel contracts concluded as from 1 July 2018 and governed by the Act of 21 November 2017 on package travel sales, linked travel arrangements and travel services.

Article 2: Information provided by the organiser and retailer prior to the conclusion of the package travel contract

2.1

Before the traveller is bound by any package travel contract, the organiser and also the retailer shall provide the traveller with the legally prescribed standard information and, where applicable to the package, with the following information:

- 1° the main characteristics of the travel services:
 - a) the travel destination(s), itinerary and periods of stay, with dates and the number of nights included;
 - b) the means, characteristics and categories of transport, the points, dates and time of departure and return, the duration and places of intermediate stops and transport connections; where the exact time is not yet determined, the traveller shall be informed of the approximate time of departure and return;
 - c) the location, main features and category of the accommodation under the rules of the country of destination;
 - d) the meal plan;
 - e) visits, excursion(s) or other services included in the total price agreed for the package;
 - f) where it is not apparent from the context, whether any of the travel services will be provided to the traveller as part of a group;
 - g) where applicable, the language in which other tourist services will be carried out;
 - h) whether the trip is generally suitable for persons with reduced mobility;
- 2° the total price of the package and, where applicable, indication of the type of additional costs which the traveller may have to bear;
- 3° the arrangements for payment;
- 4° the minimum number of persons required for the package to take place and the time-limit for the possible termination of the contract if that number is not reached;
- 5° general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination;

- 6° information that the traveller may terminate the contract in return for payment of a termination fee;
- 7° information on insurance to cover the cost of termination of the contract and/or the cost of assistance.

2.2

The trader shall ensure that the correct standard information form is provided to the traveller.

2.3

The pre-contractual information provided to the traveller shall form an integral part of the package travel contract.

It shall not be altered unless the contracting parties expressly agree otherwise.

Article 3: Information provided by the traveller

3.1

The person concluding the package travel contract shall provide the organiser and the retailer with all useful information about themselves and their fellow travellers that may be important for the conclusion or implementation of the contract.

3.2

If the traveller provides incorrect information and this entails additional costs for the organiser and/or retailer, these costs may be charged to the traveller.

Article 4: The package travel contract

4.1

At the conclusion of the package travel contract or within a reasonable time period, the organiser or, where applicable, the retailer shall provide the traveller with a confirmation of the contract on a durable medium, such as an e-mail, a paper document or a PDF file.

The traveller shall be entitled to request a paper copy if the package travel contract has been concluded in the simultaneous physical presence of the parties.

4.2

The package travel contract or confirmation of the contract shall set out the full content of the agreement, which shall include all the information referred to in article 2 and the following information:

- 1° special requirements of the traveller which the organiser has accepted;
- 2° that the organiser is responsible for the proper performance of the package and obliged to provide assistance;
- 3° the name of the entity in charge of the insolvency protection and its contact details;
- 4° the name, address, telephone number and e-mail address of the organiser's local representative or of another service which enables the traveller to request assistance when the traveller is in difficulty or to complain about any lack of conformity;
- 5° that the traveller is required to communicate any lack of conformity which they perceive during their trip;
- 6° information enabling direct contact with an unaccompanied minor or the person responsible for the minor at the minor's place of stay;
- 7° information on in-house complaint handling;

- 8° information on the Travel Dispute Committee and the EU online dispute resolution platform;
- 9° information on the traveller's right to transfer the contract.

4.3

In good time before the start of the package, the organiser shall provide the traveller with:

- 1° the necessary receipts
- 2° vouchers and tickets
- 3° information on the scheduled times of departure and, where applicable, the deadline for check-in, as well as the scheduled times for intermediate stops, transport connections and arrival.

Article 5: Price

5.1

After the conclusion of the package travel contract, prices may be increased only if the contract expressly reserves that possibility. In that event the package travel contract shall state how price revisions are to be calculated.

Price increases shall be possible exclusively as a direct consequence of changes in:

- 1° the price of the carriage of passengers resulting from the cost of fuel or other power sources,
- 2° the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package, including tourist taxes, and embarkation or disembarkation fees at ports and airports, or
- 3° the exchange rates relevant to the package.

If the package travel contract stipulates the possibility of price increases, the traveller shall have the right to a price reduction corresponding to any decrease in the aforesaid costs.

5.2

If the price increase exceeds 8% of the total price, the traveller shall be entitled to terminate the package travel contract without paying a termination fee.

5.3

A price increase shall be possible only if the organiser notifies the traveller of it with a justification for that increase and a calculation, on a durable medium such as an e-mail, a paper document or a PDF file, at the latest 20 days before the start of the package.

5.4

In the event of a price decrease, the organiser shall have the right to deduct the administrative expenses from the refund owed to the traveller. At the traveller's request, the organiser shall provide proof of those expenses.

Article 6: Payment of the travel amount

6.1

Unless agreed otherwise, the traveller shall, upon conclusion of the package travel contract, pay a part of the total travel amount as an advance, as stated in the specific terms and conditions.

6.2

Unless agreed otherwise in the package travel contract, the traveller shall pay the balance at the latest 1 month prior to the date of departure.

6.3

If the traveller, having previously been put on notice, fails to pay the advance or the travel amount that is required of them, the organiser and/or retailer shall be entitled to legally terminate the contract with the traveller at the traveller's expense.

Article 7: Transferability of the package travel contract

7.1

The traveller may transfer the package travel contract to a person who satisfies all the conditions applicable to that contract, provided that they:

1° give the organiser and, where applicable, the retailer reasonable notice on a durable medium, such as an e-mail, a paper document or a PDF file, at the latest seven days before the start of the package, and

2° bear any additional costs arising from the transfer.

7.2

The transferor of the package travel contract and the transferee shall be jointly and severally liable for the payment of the balance due and for any additional fees arising from the transfer. The organiser shall inform the transferor about the costs of the transfer.

Article 8: Other changes made by the traveller

If the traveller requests another modification, the organiser and/or the retailer who accepts shall be entitled to charge any resulting costs to the traveller.

Article 9: Changes made by the organiser prior to departure

9.1

Before the start of the package, the organiser may not unilaterally change package travel contract terms other than the price, unless:

1° the organiser has reserved that right in the contract, and

2° the change is insignificant, and

3° the organiser informs the traveller of the change on a durable medium, such as an e-mail, a paper document or a PDF file.

9.2

1. If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services or cannot fulfil the traveller's special requirements, or proposes to increase the price of the package by more than 8%, the organiser shall inform the traveller of:

1° the proposed changes and their impact on the price of the package;

- 2° the possibility to terminate the contract free of charge, unless they accept the proposed changes;
- 3° the period within which the traveller has to inform the organiser of their decision;
- 4° the fact that, in case the traveller does not explicitly accept the proposed change within the indicated period, the contract shall be automatically terminated, and
- 5° where applicable, the offered substitute package and its price.

9.3

Where the changes to the package travel contract or the substitute package result in a package of lower quality or cost, the traveller shall be entitled to an appropriate price reduction.

9.4

If the package travel contract is terminated pursuant to article 9.2 and the traveller does not accept a substitute package, the organiser shall refund all payments not later than 14 days after the contract is terminated.

Article 10: Termination by the organiser prior to departure

10.1

The organiser may terminate the package travel contract:

1° if the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organiser notifies the traveller of the termination of the contract within the period fixed in the contract, but not later than:

- a) 20 days before the start of the package in the case of trips lasting more than six days;
- b) seven days before the start of the package in the case of trips lasting between two and six days;

c) 48 hours before the start of the package in the case of trips lasting less than two days; or
2° if the organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveller of the termination of the contract before the start of the package.

10.2

In these cases, the organiser shall provide the traveller with a full refund of any payments made for the package, but shall not be liable for additional compensation.

Article 11: Termination by the traveller

11.1

The traveller may terminate the package travel contract at any time before the start of the package. When terminating the package travel contract, the traveller may be required to pay a termination fee to the organiser.

The package travel contract may specify standardised termination fees based on the time of the termination of the contract before the start of the package and the expected cost savings and income from alternative deployment of the travel services.

In the absence of standardised termination fees, the amount of the termination fee shall correspond to the price of the package minus the cost savings and income from alternative deployment of the travel services.

11.2

However, the traveller shall have the right to terminate the package travel contract without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at the place of destination and significantly affecting the performance of the package,

or which significantly affect the carriage of passengers to the destination. In the event of termination of the package travel contract under this article, the traveller shall be entitled to a full refund of any payments made for the package, but shall not be entitled to additional compensation.

11.3

The organiser shall reimburse any payments made by or on behalf of the traveller for the package minus the termination fee within 14 days.

Article 12: Lack of conformity during the trip

12.1

The traveller shall inform the organiser without delay of any lack of conformity which they perceive during the performance of a travel service included in the package travel contract.

12.2

If any of the travel services are not performed in accordance with the package travel contract, the organiser shall remedy the lack of conformity, unless that:

1° is impossible; or

2° entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected.

If the organiser does not remedy the lack of conformity, the traveller shall be entitled to a price reduction or compensation in accordance with article 15.

12.3

If the organiser does not remedy the lack of conformity within a reasonable period set by the traveller, the traveller shall be able to do so themselves and request reimbursement of the necessary expenses. It shall not be necessary for the traveller to specify a time-limit if the organiser refuses to remedy the lack of conformity or if immediate remedy is required.

12.4

Where a significant proportion of the travel services cannot be provided, the organiser shall offer, at no extra cost to the traveller, suitable alternative arrangements of, where possible, equivalent or higher quality.

Where the proposed alternative arrangements result in a package of lower quality, the organiser shall grant the traveller an appropriate price reduction.

The traveller may reject the proposed alternative arrangements only if they are not comparable to what was agreed in the package travel contract or the price reduction granted is inadequate.

12.5

Where a lack of conformity substantially affects the performance of the package and the organiser has failed to remedy it within a reasonable period set by the traveller, the traveller may terminate the package travel contract without paying a termination fee and, where appropriate, request price reduction and/or compensation for damages. If the package includes the carriage of passengers, the organiser shall also provide repatriation of the traveller.

If it is impossible to make alternative arrangements or the traveller rejects the proposed alternative arrangements, the traveller is, where appropriate, entitled to price reduction and/or compensation for damages without terminating the package travel contract.

12.6

As long as it is impossible to ensure the traveller's return as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the organiser shall bear the cost of necessary accommodation for a period not exceeding three nights per traveller.

12.7

The limitation of costs referred to in paragraph 12.6 shall not apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that the organiser has been notified of their particular needs at least 48 hours before the start of the package.

12.8

The organiser may not invoke unavoidable and extraordinary circumstances to limit the liability if the relevant transport provider may not rely on such circumstances under applicable Union legislation.

12.9

The traveller may address messages, requests or complaints in relation to the performance of the package directly to the retailer through which it was purchased. The retailer shall forward those messages, requests or complaints to the organiser without delay.

Article 13: Liability of the traveller

The traveller shall be liable for any damage which the organiser and/or retailer, their agents and/or representatives sustain as a result of the traveller's fault, or due to the traveller's failure to meet their contractual obligations.

Article 14: Liability of the organiser and trader

14.1

The organiser is responsible for the performance of the travel services included in the package travel contract, irrespective of whether those services are to be performed by the organiser or by other travel service providers.

14.2

Where the organiser is established outside the European Economic Area, the retailer established in a Member State shall be subject to the obligations for organisers, unless the retailer provides evidence that the organiser complies with the obligations laid down in the Act of 21 November 2017.

Article 15: Price reduction and compensation for damages

15.1

The traveller is entitled to an appropriate price reduction for any period during which there was lack of conformity, unless the organiser proves that the lack of conformity is attributable to the traveller.

15.2

The traveller shall be entitled to receive appropriate compensation from the organiser for any damage which the traveller sustains as a result of any lack of conformity. Compensation shall be made without delay.

15.3

The traveller shall not be entitled to compensation for damages if the organiser proves that the lack of conformity is attributable to:

1° the traveller;

2° a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable; or

3° unavoidable and extraordinary circumstances.

Article 16: Obligation to provide assistance

16.1

The organiser gives appropriate assistance without delay to the traveller in difficulty, in particular by:

1° providing appropriate information on health services, local authorities and consular assistance;

2° assisting the traveller to make distance communications and helping the traveller to find alternative travel arrangements.

16.2

The organiser shall be able to charge a fee for such assistance if the difficulty is caused intentionally by the traveller or through the traveller's negligence. That fee shall not in any event exceed the actual costs incurred by the organiser.

Article 17: Complaint handling

17.1

If the traveller has a complaint prior to departure, they shall immediately inform the organiser or retailer thereof in an evidential manner.

17.2

The traveller shall as soon as possible communicate any complaints during the performance of the package to the organiser or retailer at the destination in an appropriate and evidential manner so that a solution can be found.

17.3

If the complaint has not been resolved satisfactorily at the destination or if the traveller has not been able to file a complaint at the destination, the traveller shall without delay file a complaint with the organiser or retailer in an evidential manner after termination of the contract.

Article 18: Reconciliation procedure

18.1

In case of disputes, the parties shall first try to reach an amicable arrangement by mutual consent.

18.2

If this attempt to reach an amicable arrangement fails, then each of the parties concerned may request the Travel Dispute Committee to initiate a reconciliation procedure. All parties must agree to this.

18.3

To this end, the secretariat shall provide the parties with a set of rules for reconciliation and a "reconciliation agreement".

18.4

Pursuant to the procedure laid down in the rules, an impartial conciliator shall then contact the parties in order to reach a reasonable reconciliation between the parties.

18.5

Any agreement reached shall be laid down in a binding written contract.

Article 19: Arbitration or court

19.1

If no reconciliation procedure is initiated or if such a procedure fails, the claiming party can, if desired, initiate arbitration proceedings with the Travel Dispute Committee or initiate legal proceedings in court.

19.2

The traveller shall never be obliged to accept the competence of the Travel Dispute Committee, whether as claimant or as defendant.

19.3

The organiser or retailer acting as defendant can only refuse arbitration in case the amount claimed by the claimant exceeds 1,250 euro. They can do so within a period of 10 calendar days after receipt of the registered letter or e-mail with acknowledgement of receipt which states that a file with a claim exceeding 1,251 euro has been opened with the Travel Dispute Committee.

19.4

These arbitration proceedings are governed by a set of rules for disputes and may only be initiated after a complaint has been filed with the company in question and it has been established that the dispute cannot be settled amicably or four months have expired after the (planned) end of the trip (or possibly after the performance that gave rise to the dispute). Any disputes relating to bodily injuries shall exclusively be settled in court.

19.5

In accordance with the rules for disputes, the arbitral tribunal with equal representation shall make a binding and final decision as to the dispute. No appeal is possible against such a decision.

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