

LAWS, DECREES, ORDERS AND REGULATIONS

FEDERAL PUBLIC SERVICE ECONOMY, SMEs, SELF-EMPLOYED AND ENERGY

[C – 2017/14061]

21 NOVEMBER 2017 – Law on the sale of package travel, linked travel arrangements and travel services (1) (*Loi relative à la vente de voyages à forfait, de prestations de voyage liées et de services de voyage*)

PHILIPPE, King of the Belgians,

To all, present and to come, greetings.

The House of Representatives has adopted and We endorse the following:

TITLE 1 – *General provisions*

Article 1. This Law regulates a matter referred to in Article 74 of the Constitution.

It transposes Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC.

TITLE 2 – *Definitions and scope*

CHAPTER 1 – *Definitions*

Article 2. For the purposes of this Law, the following definitions apply:

1° ‘travel service’ means:

- (a) carriage of passengers;
- (b) accommodation which is not intrinsically part of carriage of passengers and is not for residential purposes;
- (c) rental of cars, other motor vehicles within the meaning of Article 3(11) of Directive 2007/46/EC of the European Parliament and of the Council of 5 September 2007 establishing a framework for the approval of motor vehicles and their trailers, and of systems, components and separate technical units intended for such vehicles, or motorcycles requiring a Category A driving licence in accordance with Article 4(3)(c) of Directive 2006/126/EC of the European Parliament and of the Council of 20 December 2006 on driving licences;
- (d) any other tourist service not intrinsically part of a travel service within the meaning of points (a), (b) or (c);

2° ‘package’ means a combination of at least two different types of travel services for the purpose of the same trip or holiday, if:

- (a) those services are combined by one trader, including at the request of or in accordance with the selection of the traveller, before a single contract on all services is concluded; or
- (b) irrespective of whether separate contracts are concluded with individual travel service providers, those services are:
 - (b.1) purchased from a single point of sale and those services have been selected before the traveller agrees to pay, or
 - (b.2) offered, sold or charged at an inclusive or total price, or

(b.3) advertised or sold under the term ‘package’ or under a similar term, or

(b.4) combined after the conclusion of a contract by which a trader entitles the traveller to choose among a selection of different types of travel services, or

(b.5) purchased from separate traders through linked online booking processes where the traveller's name, payment details and e-mail address are transmitted from the trader with whom the first contract is concluded to another trader or traders and a contract with the latter trader or traders is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.

A combination of travel services where not more than one type of travel service as referred to in point 1°(a), (b) or (c) is combined with one or more tourist services as referred to in point 1°(d) is not a package if the latter services:

(a) do not account for a significant proportion of the value of the combination or are not advertised as or do not otherwise represent an essential feature of the combination; or

(b) are selected and purchased only after the performance of a travel service as referred to in point 1°(a), (b) or (c) has started;

3° ‘package travel contract’ means a contract on the package as a whole or, if the package is provided under separate contracts, all contracts covering travel services included in the package;

4° ‘start of the package’ means the beginning of the performance of travel services included in the package;

5° ‘linked travel arrangement’ means at least two different types of travel services purchased for the purpose of the same trip or holiday, not constituting a package, resulting in the conclusion of separate contracts with the individual travel service providers, if a trader facilitates:

(a) on the occasion of a single visit or contact with his point of sale, the separate selection and separate payment of each travel service by the traveller; or

(b) in a targeted manner, the procurement of at least one additional travel service from another trader where a contract with such other trader is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.

Where not more than one type of travel service as referred to in point 1°(a), (b) or (c) and one or more tourist services as referred to in point 1°(d) are purchased, they do not constitute a linked travel arrangement if the latter services do not account for a significant proportion of the combined value of the services or are not advertised as, or do not otherwise represent, an essential feature of the trip or holiday.

6° ‘traveller’ means any person who is seeking to conclude a contract, or is entitled to travel on the basis of a contract concluded, within the scope of this Law;

7° ‘trader’ means any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession in relation to contracts covered by this Law, whether acting in the capacity of organiser, retailer, trader facilitating a linked travel arrangement or as a travel service provider;

8° ‘organiser’ means a trader who combines and sells or offers for sale packages, either directly or through another trader or together with another trader, or the trader who transmits the traveller's data to another trader in accordance with point 2°(b.5);

9° ‘retailer’ means a trader other than the organiser who sells or offers for sale packages combined by an organiser;

10° ‘establishment’ means the actual pursuit of an economic activity, as referred to in Article 49 of the Treaty on the Functioning of the European Union, by the provider for an indefinite period and through a stable infrastructure from where the business of providing services is actually carried out;

11° ‘durable medium’ means any instrument which enables the traveller or the trader to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;

12° ‘unavoidable and extraordinary circumstances’ means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken;

13° ‘lack of conformity’ means a failure to perform or improper performance of the travel services included in a package;

14° ‘minor’ means a person below the age of 18 years;

15° ‘point of sale’ means any retail premises, whether movable or immovable, or a retail website or similar online sales facility, including where retail websites or online sales facilities are presented to travellers as a single facility, including a telephone service;

16° ‘repatriation’ means the traveller’s return to the place of departure or to another place the contracting parties agree upon.

CHAPTER 2. – *Scope*

Article 3. This Law applies to:

1° packages offered for sale or sold by traders to travellers;

2° linked travel arrangements facilitated by traders for travellers;

3° travel services referred to in Article 2, 1°, sold separately by an organiser or a retailer acting as intermediary.

Article 4. This Law does not apply to:

1° packages and linked travel arrangements covering a period of less than 24 hours unless overnight accommodation is included;

2° packages offered, and linked travel arrangements facilitated, occasionally and on a not-for-profit basis and only to a limited group of travellers;

3° packages, linked travel arrangements and travel services sold separately, purchased on the basis of a general agreement for the arrangement of business travel between a trader and another natural person or legal person who is acting for purposes relating to his trade, business, craft or profession.

TITLE 3. – *Package travel contracts*

CHAPTER 1 – *Information obligations and content of the package travel contract*

Section 1 – Pre-contractual information

Article 5. § 1. Before the traveller is bound by any package travel contract, the organiser and, where the package is sold through a retailer, also the retailer shall provide the traveller with the standard information by means of the relevant form as set out in Part A or Part B of Annex I, 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, where accommodation is included, 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 organiser and, where applicable, the retailer shall inform the traveller of the approximate time of departure and return;

(c) the location, main features and, where applicable, tourist 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 clearly apparent from the context, whether any of the travel services will be provided to the traveller as part of a group and, if so, where possible, the approximate size of the group;

(g) where the traveller's benefit from other tourist services depends on effective oral communication, the language in which those services will be carried out;

(h) whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the traveller's request, precise information on the suitability of the trip or holiday taking into account the traveller's needs;

2° the trading name and geographical address of the organiser and, where applicable, of the retailer, as well as their telephone number and, where applicable, e-mail address;

3° the total price of the package inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance of the conclusion of the contract, an indication of the type of additional costs which the traveller may still have to bear;

4° the arrangements for payment, including any amount or percentage of the price which is to be paid as a down payment and the timetable for payment of the balance, or financial guarantees to be paid or provided by the traveller;

5° the minimum number of persons required for the package to take place and the time-limit, referred to in Article 31, § 1, 1°, before the start of the package for the possible termination of the contract if that number is not reached;

6° general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination;

7° information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate termination fee, or, where applicable, the standardised termination fees requested by the organiser, in accordance with Article 29;

8° information on optional or compulsory insurance to cover the cost of termination of the contract by the traveller or the cost of assistance, including repatriation, in the event of accident, illness or death.

§ 2. For package travel contracts concluded by telephone, the organiser and, where applicable, the retailer shall provide the traveller with the standard information set out in Part B of Annex I, and the information set out in § 1, 1° to 8°.

Article 6. With reference to packages referred to in Article 2, 2°, first subparagraph, b.5, the organiser and the trader to whom the data are transmitted shall ensure that each of them provides, before the traveller is bound by a contract, the information referred to in Article 5, § 1, 1° to 8°, in so far as it is relevant for the respective travel services they offer. The organiser shall provide, at the same time, the standard information by means of the form set out in Part C of Annex I.

Article 7. The information referred to in Articles 5 and 6 shall be provided in a clear, comprehensible and prominent manner. Information provided in writing shall be legible.

*Section 2 - Binding character of pre-contractual information
and conclusion of the package travel contract*

Article 8. The pre-contractual information provided to the traveller pursuant to Article 5, § 1, 1°, 3° to 5° and 7° shall form an integral part of the package travel contract. It may be altered only on the joint, explicit agreement of the contracting parties. The organiser and, where applicable, the retailer

shall communicate all changes to the pre-contractual information to the traveller in a clear, comprehensible and prominent manner before the conclusion of the package travel contract.

Article 9. If the organiser and, where applicable, the retailer has not complied with the information requirements on additional fees, charges or other costs as referred to in Article 5, § 1, 3°, before the conclusion of the package travel contract, the traveller shall not bear those fees, charges or other costs.

Section 3 – Content of the package travel contract and documents to be supplied

Article 10. Package travel contracts shall be in plain and intelligible language and, in so far as they are in writing, legible. At the conclusion of the package travel contract or without undue delay thereafter, the organiser or retailer shall provide the traveller with a copy or confirmation of the contract on a durable medium.

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

With respect to off-premises contracts as defined in Article I.8, 31° of the Code of Economic Law (*Code de droit économique*), a copy or confirmation of the package travel contract shall be provided to the traveller on paper or, if the traveller agrees, on another durable medium.

Article 11. 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 5, § 1, 1° to 8°, and the following information:

1° special requirements of the traveller which the organiser has accepted;

2° information that the organiser is:

(a) responsible for the proper performance of all travel services included in the contract in accordance with Articles 33, first subparagraph, and 34 to 40;

(b) obliged to provide assistance if the traveller is in difficulty in accordance with Articles 43 and 44;

3° the name of the entity in charge of the insolvency protection and its contact details, including its geographical address, and, where applicable, the name of the competent authority designated by the Member State concerned for that purpose and its contact details;

4° the name, address, telephone number, e-mail address and, where applicable, the fax number of the organiser's local representative, of a contact point or of another service which enables the traveller to contact the organiser quickly and communicate with him efficiently, to request assistance when the traveller is in difficulty or to complain about any lack of conformity perceived during the performance of the package;

5° information that the traveller is required to communicate any lack of conformity which he perceives during the performance of the package in accordance with Article 34;

6° where minors, unaccompanied by a parent or another authorised person, travel on the basis of a package travel contract which includes accommodation, information enabling direct contact with the minor or the person responsible for the minor at the minor's place of stay;

7° information on available in-house complaint handling procedures and on alternative dispute resolution ('ADR') mechanisms pursuant to Articles XVI.2 to XVI.4 of the Code of Economic Law and, where applicable, on the ADR entity by which the trader is covered and on the online dispute resolution platform pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC;

8° information on the traveller's right to transfer the contract to another traveller in accordance with Articles 16 to 18.

Article 12. With reference to packages as defined in Article 2, 2°, first subparagraph, b.5, the trader to whom the data are transmitted shall inform the organiser of the conclusion of the contract leading to the creation of a package. The trader shall provide the organiser with the information necessary to comply with his obligations as an organiser.

As soon as the organiser is informed that a package has been created, the organiser shall provide to the traveller the information referred to in Article 11, 1° to 8°, on a durable medium.

Article 13. The information referred to in Articles 11 and 12 shall be provided in a clear, comprehensible and prominent manner.

Article 14. In good time before the start of the package, the organiser shall provide the traveller with the necessary receipts, vouchers and tickets, 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.

Section 4. – Burden of proof

Article 15. As regards compliance with the information requirements laid down in this Chapter, the burden of proof shall be on the trader.

CHAPTER 2 – Transfer and changes to the package travel contract before the start of the package

Section 1 - Transfer of the package travel contract to another traveller

Article 16. A traveller may, after giving the organiser reasonable notice on a durable medium before the start of the package, transfer the package travel contract to a person who satisfies all the conditions applicable to that contract. Notice given at the latest seven days before the start of the package shall in any event be deemed to be reasonable.

Article 17. 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, charges or other costs arising from the transfer. The organiser shall inform the transferor about the actual costs of the transfer. Those costs shall not be unreasonable and shall not exceed the actual cost incurred by the organiser due to the transfer of the package travel contract.

Article 18. The organiser shall provide the transferor of the package travel contract with proof of the additional fees, charges or other costs arising from the transfer of the package travel contract.

Section 2 – Alteration of the price

Article 19. After the conclusion of the package travel contract, prices may be increased only if the contract expressly reserves that possibility and states that the traveller is entitled to price reduction under Article 22. 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, landing taxes or embarkation or disembarkation fees at ports and airports; or

3° the exchange rates relevant to the package.

Article 20. If the price increase referred to in Article 19 exceeds 8 % of the total price of the package, Articles 25 to 28 shall apply.

Article 21. Irrespective of its extent, a price increase shall be possible only if the organiser notifies the traveller clearly and comprehensibly of it with a justification for that increase and a calculation, on a durable medium at the latest 20 days before the start of the package.

Article 22. 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 costs referred to in

Article 19, second subparagraph, 1° to 8° that occurs after the conclusion of the contract before the start of the package.

Article 23. In the event of a price decrease, the organiser shall have the right to deduct actual administrative expenses from the refund owed to the traveller. At the traveller's request, the organiser shall provide proof of those administrative expenses.

Section 3. – Alteration of other package travel contract terms

Article 24. Before the start of the package, the organiser may not unilaterally change package travel contract terms other than the price in accordance with Articles 19 to 23, 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 in a clear, comprehensible and prominent manner on a durable medium.

Article 25. If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services as referred to in Article 5, § 1, 1°, or cannot fulfil the special requirements as referred to in Article 11, 1°, or proposes to increase the price of the package by more than 8 % in accordance with Article 20, the traveller may within a reasonable period specified by the organiser:

1° accept the proposed change; or

2° terminate the contract without paying a termination fee.

If the traveller terminates the package travel contract, the traveller may accept a substitute package where this is offered by the organiser, if possible of an equivalent or a higher quality.

Article 26. The organiser shall without undue delay inform the traveller in a clear, comprehensible and prominent manner on a durable medium:

1° of the proposed changes referred to in Article 25 and, where appropriate in accordance with Article 27, their impact on the price of the package;

2° of the reasonable period within which he has to inform the organiser of his decision pursuant to Article 25;

3° that if he has not expressly accepted the proposed change within the period referred to in 2°, the contract shall be automatically terminated; and

4° where applicable, of the offered substitute package and its price.

Article 27. Where the changes to the package travel contract referred to Article 25, first subparagraph, or the substitute package referred to in Article 25, second subparagraph, result in a package of lower quality or cost, the traveller shall be entitled to an appropriate price reduction.

Article 28. If the package travel contract is terminated pursuant to Article 25, first subparagraph, 2°, or to Article 26, 3°, and the traveller does not accept a substitute package, the organiser shall refund all payments made by or on behalf of the traveller without undue delay and in any event not later than 14 days after the contract is terminated. Articles 48 to 52 shall apply *mutatis mutandis*.

Section 4. – Termination of the package travel contract

Sub-section 1. – Termination by the traveller

Article 29. The traveller may terminate the package travel contract at any time before the start of the package. Where the traveller terminates the package travel contract under this Article, the traveller may be required to pay an appropriate and justifiable termination fee to the organiser.

The package travel contract may specify reasonable 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. At the traveller's request the organiser shall provide a justification for the amount of the termination fees.

Article 30. Notwithstanding Article 29, the traveller shall have the right to terminate the package travel contract before the start of the package without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity 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.

Subsection 2 – Cancellation by the organiser

Article 31. § 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 he is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveller of the termination of the contract without undue delay before the start of the package.

§ 2. If the organiser terminates the package travel contract in accordance with § 1, he shall provide the traveller with a full refund of any payments made for the package, but shall not be liable for additional compensation.

Subsection 3. – Refund by the organiser

Article 32. The organiser shall reimburse pursuant to Article 29 any payments made by or on behalf of the traveller for the package minus the appropriate termination fee.

The organiser shall provide any refunds required under Articles 30 and 31.

The refunds or reimbursements shall be made to the traveller without undue delay and in any event not later than 14 days after the package travel contract is terminated.

CHAPTER 3. – *Performance of the package*

Section 1. – Responsibility

Article 33. The organiser shall be 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.

Where the organiser is established outside the European Economic Area, the retailer established in a Member State shall be subject to the obligations laid down for organisers in this Chapter, Sections 1 to 4, unless the retailer provides evidence that the organiser complies with those sections.

Section 2. – Lack of conformity

Article 34. The traveller shall inform the organiser without undue delay, taking into account the circumstances of the case, of any lack of conformity which he perceives during the performance of a travel service included in the package travel contract.

Article 35. 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, in accordance with this Article, does not remedy the lack of conformity, Articles 47 to 52 shall apply.

Article 36. Without prejudice to the exceptions laid down in Article 35, if the organiser does not remedy the lack of conformity within a reasonable period set by the traveller, the traveller may do so himself 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.

Article 37. Where a significant proportion of the travel services cannot be provided as agreed in the package travel contract, the organiser shall offer, at no extra cost to the traveller, suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract, for the continuation of the package, including where the traveller's return to the place of departure is not provided as agreed.

Where the proposed alternative arrangements result in a package of lower quality than that specified in the package travel contract, 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.

Article 38. 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, in accordance with Articles 47 to 52, price reduction and/or compensation for damages.

If it is impossible to make alternative arrangements or the traveller rejects the proposed alternative arrangements in accordance with the third subparagraph of Article 37, the traveller is, where appropriate, entitled to price reduction and/or compensation for damages in accordance with Articles 47 to 52 without terminating the package travel contract.

If the package includes the carriage of passengers, the organiser shall, in the cases referred to in the first and second subparagraphs, also provide repatriation of the traveller with equivalent transport without undue delay and at no extra cost to the traveller.

Article 39. 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, if possible of equivalent category, for a period not exceeding three nights per traveller. Where longer periods are provided for in European Union passenger rights legislation applicable to the relevant means of transport for the traveller's return, those periods shall apply.

Article 40. The limitation of costs referred to in Article 39 shall not apply to persons with reduced mobility, as defined in Article 2(a) of Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air, 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. The organiser may not invoke unavoidable and extraordinary circumstances to limit the liability under Article 39 if the relevant transport provider may not rely on such circumstances under applicable European Union legislation.

Section 3. – Contact

Article 41. The traveller must be able to 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 undue delay.

Article 42. For the purpose of compliance with time-limits or limitation periods, receipt of the messages, requests or complaints referred to in Article 41 by the retailer shall be considered as receipt by the organiser.

Section 4. – Obligation to provide assistance

Article 43. The organiser shall give appropriate assistance without undue delay to the traveller in difficulty, including in the circumstances referred to in Article 39, 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.

Article 44. The organiser shall be able to charge a reasonable 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.

Section 5. – Liability for booking errors

Article 45. The trader shall be liable for any errors due to technical defects in the booking system which are attributable to him and, where the trader has agreed to arrange the booking of a package, for the errors made during the booking process.

Article 46. A trader shall not be liable for booking errors which are attributable to the traveller or which are caused by unavoidable and extraordinary circumstances.

CHAPTER 4. – Price reduction, compensation for damages and right of redress

Section 1. – Price reduction and compensation for damages

Article 47. The organiser shall grant the traveller a price reduction or compensation in accordance with the provisions of this Section.

Where the organiser is established outside the European Economic Area, the retailer shall be subject to the obligations laid down for organisers in this Section, unless the retailer provides evidence that the organiser complies with this Section.

Article 48. The traveller shall be 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.

Article 49. 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 of the services provided. Compensation shall be made without undue delay.

Article 50. The traveller shall not be entitled to compensation for damages if the organiser proves that the lack of conformity is attributable:

- 1° to the traveller;
- 2° to a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable; or
- 3° to unavoidable and extraordinary circumstances.

Article 51. § 1. Insofar as international conventions binding the European Union limit the extent of or the conditions under which compensation is to be paid by a provider carrying out a travel service which is part of a package, the same limitations shall apply to the organiser.

§ 2. Insofar as international conventions not binding the European Union limit compensation to be paid by a service provider, the King may limit compensation to be paid by the organiser accordingly.

§ 3. In other cases, the package travel contract may limit compensation to be paid by the organiser as long as that limitation does not apply to personal injury or damage caused intentionally or with negligence and does not amount to less than three times the total price of the package.

Article 52. § 1. Any right to compensation or price reduction under this Law shall not affect the rights of travellers under:

1° 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;

2° Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations;

3° Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents;

4° Regulation (EU) No 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No 2006/2004;

5° Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004;

6° international conventions.

§ 2. Travellers shall be entitled to present claims under this Law and under those Regulations and international conventions. Compensation or price reduction granted under this Law and the compensation or price reduction granted under those Regulations and international conventions shall be deducted from each other in order to avoid overcompensation.

Section 2. – Right of redress

Article 53. In cases where an organiser or, in accordance with Article 47, a retailer pays compensation, grants price reduction or meets the other obligations incumbent on him under this Law, the organiser or retailer shall have the right to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations.

CHAPTER 5. – Insolvency protection

Section 1. – Principles

Article 54. Organisers and retailers established in Belgium shall provide security for the refund of all payments already made by or on behalf of travellers insofar as the relevant services are not performed as a consequence of their insolvency. If the carriage of passengers is included in the package travel contract, organisers and retailers shall also provide security for the travellers' repatriation. Continuation of the package may be offered.

Article 55. Organisers not established in a Member State which sell or offer for sale packages in Belgium, or which by any means direct such activities to Belgium, shall be obliged to provide the security referred to in Article 54, in accordance with the terms and conditions provided for in Article 60.

Article 56. The security referred to in Articles 54 and 55 shall be effective and shall cover reasonably foreseeable costs. It shall also cover the amounts of payments made by or on behalf of travellers in respect of packages, taking into account the length of the period between down payments

and final payments and the completion of the packages, as well as the estimated cost for repatriations in the event of the organiser's or the retailer's insolvency.

Article 57. An organiser's or retailer's insolvency protection shall benefit travellers regardless of their place of residence, the place of departure or where the package is sold and irrespective of the Member State where the entity in charge of the insolvency protection is located.

Article 58. When the performance of the package is affected by the organiser's or the retailer's insolvency, the security shall be available free of charge to ensure repatriations and, if necessary, the financing of accommodation prior to the repatriation.

Article 59. For travel services that have not been performed, refunds shall be provided without undue delay after the traveller's request.

Article 60. The King shall determine the form of such security and conditions it must meet.

Section 2. - Mutual recognition and administrative cooperation

Article 61. Any insolvency protection an organiser provides under the measures of the Member State of his establishment shall be recognised as meeting the requirements of Articles 54 to 60.

Article 62. The Minister for the Economy shall designate the central contact point to facilitate the administrative cooperation and supervision of organisers and retailers operating in different Member States.

Article 63. The central contact point shall make available all necessary information on the requirements under or by virtue of the insolvency protection law and on the identity of the entity or entities in charge of the insolvency protection for specific organisers and retailers established in Belgian territory. This contact point shall grant the contact points of the Member States access to any available inventory listing organisers and retailers which are in compliance with their insolvency protection obligations. Any such inventory shall be publicly accessible, including online.

Article 64. The central contact point shall respond to requests from other Member States concerning an organiser's or a retailer's insolvency protection as quickly as possible taking into account the urgency and complexity of the matter. In any event a first response shall be issued at the latest within 15 working days from receiving the request.

TITLE 4. – *Linked travel arrangements*

CHAPTER 1. – *Insolvency protection and information requirements*

Article 65. Traders facilitating linked travel arrangements shall provide security for the refund of all payments they receive from travellers insofar as a travel service which is part of a linked travel arrangement is not performed as a consequence of their insolvency. If such traders are the party responsible for the carriage of passengers, the security shall also cover the traveller's repatriation. Articles 55 to 64 shall apply *mutatis mutandis*.

Article 66. Before the traveller is bound by any contract leading to the creation of a linked travel arrangement, the trader facilitating linked travel arrangements, including where the trader is not established in a Member State but, by any means, directs such activities to Belgium, shall state in a clear, comprehensible and prominent manner that the traveller:

1° will not benefit from any of the rights applying exclusively to packages under this Law and that each service provider will be solely responsible for the proper contractual performance of his service; and

2° will benefit from insolvency protection in accordance with Article 65.

In order to comply with this Article, the trader facilitating a linked travel arrangement shall provide the traveller with that information by means of the relevant standard form set out in Annex II, or, where the particular type of linked travel arrangement is not covered by any of the forms set out in that Annex, provide the information contained therein.

Article 67. Where the trader facilitating linked travel arrangements has not complied with the requirements set out in Articles 65 and 66, the rights and obligations laid down in Articles 16 to 18, 29 to 32, 33, first subparagraph, 34 to 44 and 47 to 52 shall apply in relation to the travel services included in the linked travel arrangement.

Article 68. Where a linked travel arrangement is the result of the conclusion of a contract between a traveller and a trader who does not facilitate the linked travel arrangement, that trader shall inform the trader facilitating the linked travel arrangement of the conclusion of the relevant contract.

CHAPTER 2. – *Liability for booking errors*

Article 69. The trader shall be liable for any errors due to technical defects in the booking system which are attributable to him and, where he has agreed to arrange the booking of travel services which are part of linked travel arrangements, for the errors made during the booking process.

Article 70. A trader shall not be liable for booking errors which are attributable to the traveller or which are caused by unavoidable and extraordinary circumstances.

TITLE 5. – *Sale of travel services*

Article 71. Without prejudice to the information requirements referred to in Book VI of the Code of Economic Law, the organiser or the retailer who sells separately, as intermediary, one of the travel services referred to in Article 2, 1°, shall inform the traveller, before he is bound by a travel service contract, in a clear, comprehensible and prominent manner of:

1° the insolvency protection from which he benefits, in accordance with Article 72;

2° the name of the entity in charge of the insolvency protection and its contact details, including its geographical address, and, where applicable, the name of the competent authority designated by the Member State concerned for that purpose and its contact details;

Article 72. The organiser or the retailer who sells separately, as intermediary, travel services, shall provide a security for the refund of all payments received from or on behalf of travellers where the relevant travel service is not provided as a consequence of his insolvency.

Article 73. For travel services that have not been performed, refunds shall be provided without undue delay after the traveller's request.

Article 74. The King shall determine the form of such security and the conditions it must meet.

TITLE 6. – *Imperative nature of the Law*

Article 75. Travellers may not waive the rights conferred on them by this Law.

Any contractual arrangement or any statement by the traveller which directly or indirectly waives or restricts the rights conferred on travellers pursuant to this Law or aims to circumvent the application of this Law shall be automatically null and void.

Article 76. A declaration by an organiser of a package or a trader facilitating a linked travel arrangement that he is acting exclusively as a travel service provider, as an intermediary or in any other capacity, or that a package or a linked travel arrangement does not constitute a package or a linked travel arrangement, shall not absolve that organiser or trader from the obligations imposed on them under this Law.

TITLE 7. – *Legal action and penalties*

CHAPTER 1. – *Legal action*

Article 77. The limitation period for introducing claims under this Law shall be two years.

This period shall run from the date on which the contract provides for the end of the package or the linked travel arrangement.

CHAPTER 2. – *Action for an injunction*

Article 78. The presiding judge of the commercial court shall establish the existence and order the cessation of acts, even if they are punishable under criminal law, constituting an infringement of the provisions of this Law. The provisions of Title 1 of Book XVII of the Code of Economic Law on action for an injunction shall be applicable to this Law.

CHAPTER 3. – *Criminal penalties*

Article 79. Persons who commit an infringement of Articles 5 to 15, 19 to 23, 32, 45, 66 to 69, 71, 75 and 76 shall be liable to a criminal fine of 26 to 25 000 euro.

Persons who commit an infringement of Articles 54 to 60, 65 and 72 shall be liable to a criminal fine of 26 to 50 000 euro.

Article 80. Should the person reoffend within five years of the date of a final conviction for the same infringement, the maximum fine shall be doubled.

Article 81. Persons who, in bad faith, commit an infringement of the provisions of this Law and its executory decisions, with the exception of those referred to in Articles 61 to 64 and 79, shall be liable to a fine of 26 to 25 000 euro.

CHAPTER 4. – *Investigation and finding of infringements*

Article 82. § 1. Without prejudice to the powers of the local and federal police officers, the officials designated by the Minister for the Economy shall be competent for the investigation and finding of infringements of this Law and its executory decisions.

§ 2. Investigation and finding of the infringements referred to in this Law shall be undertaken in accordance with the provisions of Book XV, Title 1, Chapter 1 of the Code of Economic Law.

§ 3. The official report drawn up by these officials shall be taken as evidence until proof to the contrary.

§ 4. A copy of this official report shall be sent to the offender within thirty days of the finding of the infringement by registered letter with a form of acknowledgement of receipt or handed to him in person. The official report may also be communicated by fax or e-mail. If no response is given to this communication by fax or e-mail, it shall be sent by registered letter with a form of acknowledgement of receipt.

§ 5. In the pursuit of their duties, the officials referred to in Section 1 may require the assistance of the police services.

Article 83. § 1. Where it has been established that an action constitutes an infringement of this Law and its executory decisions, the officials referred to in Article 82, § 1, may address a warning to the offender giving him formal notice to end this action.

The warning shall be notified to the offender within a period of 30 days from the date of the day following the finding of the facts by registered letter with a form of acknowledgement of receipt or handed to him in person. The warning may also be communicated by fax or e-mail. If no response is given to this communication by fax or e-mail, it shall be sent by registered letter with a form of acknowledgement of receipt.

Where the offender cannot be identified on the day of the infringement, the period of 30 days shall start to run on the day when the officials referred to in Article 82 have been able to identify with certainty the presumed offender.

The warning shall state:

1° the alleged facts and the provisions of the regulations or laws infringed;

2° the time-limit within which the facts notified must be ended;

3° that, if no action has been taken on the warning, either the public prosecutor shall be informed or the settlement procedure referred to in Article 84 shall be applied.

4° that the offender's commitment to end the infringement may be made public.

§ 2. Where Section 1 is applied, the official report shall be sent to the public prosecutor only if no action has been taken on the warning within the time-limit referred to in Section 1, fourth subparagraph, 2°, and no application has been made for the settlement procedure referred to in Article 84.

§ 3. The officials referred to in Article 82 may make public the fact that a business has entered into a commitment to end the infringement referred to in this Law.

Article 84. § 1. When the officials referred to in Article 82, § 1, find infringements of this Law and its executory decisions, the officials designated by the Minister for the Economy may propose a sum, the voluntary payment of which allows the criminal action to lapse.

In this case, the offender shall be granted the possibility to examine in advance each official report finding an infringement covered by the proposal and to have a copy handed over to him.

The tariffs and terms of payment and collection of this settlement shall be laid down by the King.

The sum referred to in the first subparagraph may not exceed the indexed maximum amount of the criminal fine which may be imposed for the infringement found.

§ 2. Where Section 1, first subparagraph, is applied, the official report shall be forwarded to the public prosecutor only if the offender has not taken action on the proposal for a settlement or has not paid the sum of money proposed within the time-limit laid down.

§ 3. The payment made within the time-limit indicated shall allow the criminal action to lapse unless if, prior to this, a complaint has been made to the public prosecutor, the examining magistrate has been requested to open an investigation or if the matter has been brought before a court of law. In these cases, the sums paid shall be refunded to the offender.

Article 85. On the expiry of a period of ten days from the judgment, the clerk of the tribunal or court shall be required to inform the minister, free of charge, by ordinary letter or electronically, of any judgment or ruling in which a provision of this Law is applied.

TITLE 8. – Final provisions

CHAPTER 1. Repealing provisions

Article 86. The following shall be repealed:

1° The Law of 16 February 1994 regulating package travel contracts and travel intermediation contracts (*loi du 16 février 1994 régissant le contrat d'organisation de voyages et le contrat d'intermédiaire de voyages*);

2° The Royal Decree of 1 February 1995 laying down the conditions of professional liability insurance of travel organisers and intermediaries in relation to travellers (*Arrêté royal du 1er février 1995 déterminant les conditions de l'assurance de la responsabilité professionnelle des organisateurs et intermédiaires de voyages envers les voyageurs*);

3° The Royal Decree of 11 July 2003 laying down special rules regarding price indication in the travel sector (*Arrêté royal du 11 juillet 2003 portant fixation de règles particulières en matière d'indication du prix dans le secteur du voyage*);

4° The Ministerial Decree of 19 September 1994 designating the competent officials for the investigation and finding of the infringements of the Law of 16 February 1994 regulating package travel contracts and travel intermediation contracts (*Arrêté ministériel du 19 septembre 1994 désignant les agents compétents pour rechercher et constater les infractions à la loi du 16 février 1994 régissant le contrat d'organisation de voyages et le contrat d'intermédiaire de voyages*).

CHAPTER 2. – Transitional provision

Article 87. The Royal Decree of 25 April 1997 implementing Article 36 of the Law of 16 February 1994 regulating package travel contracts and travel intermediation contracts (*Arrêté royal du 25 avril 1997 portant exécution de l'article 36 de la loi du 16 février 1994 régissant le contrat d'organisation de voyages et le contrat d'intermédiaire de voyages*) shall remain in force until it is repealed or replaced by a decree adopted pursuant to this Law.

CHAPTER 3. – Entry into force

Article 88. This Law shall enter into force on 1 July 2018. It shall apply to contracts concluded from that date.

We promulgate this Law, order that it bear the seal of State and be published by the *Moniteur belge/Belgisch Staatsblad*.

Done in Brussels, 21 November 2017.

PHILIPPE

By the King:

The Minister for the Economy and Consumers,
K. PEETERS

Sealed with the seal of State:

The Minister for Justice
K. GEENS

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Note

Chamber of Representatives:
(www.lachambre.be)
Documents: 54-2653 (2016/2017)
Verbatim record: 9 November 2017

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ANNEX I

Part A

Standard information form for package travel contracts where the use of hyperlinks is possible

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302, transposed by the Law of 21 November 2017 on the sale of package travel, linked travel arrangements and travel services.

Therefore, you will benefit from all EU rights applying to packages. Company XY/companies XY will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, company XY/companies XY has/have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes/they become insolvent.

More information on key rights under Directive (EU) 2015/2302 (to be provided in the form of a hyperlink).

Following the hyperlink the traveller will receive the following information:

Key rights under Directive (EU) 2015/2302

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate

the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.

- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.

- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.

- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.

- The organiser has to provide assistance if the traveller is in difficulty.

- If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, e-mail and telephone number) if services are denied because of XY's insolvency.

Directive (EU) 2015/2302, transposed by the Law of 21 November 2017 on the sale of package travel, linked travel arrangements and travel services ([hyperlink](#))

Part B

Standard information form for package travel contracts in situations other than those covered by Part A

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302, transposed by the Law of 21 November 2017 on the sale of package travel, linked travel arrangements and travel services.

Therefore, you will benefit from all EU rights applying to packages. Company XY/companies XY will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, company XY/companies XY has/have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes/they become insolvent.

Key rights under Directive (EU) 2015/2302

- Travellers will receive all essential information about the package before concluding the package travel contract.

- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.

- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.

- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.

- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate

the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.

- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.

- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.

- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.

- The organiser has to provide assistance if the traveller is in difficulty.

- If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, e-mail and telephone number) if services are denied because of XY's insolvency.

(Website where Directive (EU) 2015/2302, transposed by the Law of 21 November 2017 on the sale of package travel, linked travel arrangements and travel services can be found.)

Part C

Standard information form where the organiser transmits data to another trader in accordance with Article 2, 2°, first subparagraph, b.5

If you conclude a contract with company AB not later than 24 hours after receiving the confirmation of the booking from company XY the travel service provided by XY and AB will constitute a package within the meaning of Directive (EU) 2015/2302, transposed by the Law of 21 November 2017 on the sale of package travel, linked travel arrangements and travel services.

Therefore, you will benefit from all EU rights applying to packages. Company XY will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, company XY/companies XY has/have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

More information on key rights under Directive (EU) 2015/2302 (to be provided in the form of a hyperlink).

Following the hyperlink the traveller will receive the following information:

Key rights under Directive (EU) 2015/2302

- Travellers will receive all essential information about the travel services before concluding the package travel contract.

- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.

- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, e-mail and telephone number) if services are denied because of XY's insolvency.

Directive (EU) 2015/2302, transposed by the Law of 21 November 2017 on the sale of package travel, linked travel arrangements and travel services ([hyperlink](#))

ANNEX II

Part A

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of Article 2, 5°, (a), is a carrier selling a return ticket

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302, transposed by the Law of 21 November 2017 on the sale of package travel, linked travel arrangements and travel services.

Therefore, our company/XY will not be responsible for the proper performance of those additional travel services. In case of problems please contact the relevant service provider.

However, if you book any additional travel services during the same visit to our company's/XY's booking website, the travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not

performed because of XY's insolvency, and, where necessary, for your repatriation. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency protection (to be provided in the form of a hyperlink).

Following the hyperlink, the traveller will receive the following information:

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Travellers may contact this entity, or where applicable, the competent authority (contact details, including name, geographical address, e-mail and telephone number) if the services are denied because of XY's insolvency.

Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

Directive (EU) 2015/2302, transposed by the Law of 21 November 2017 on the sale of package travel, linked travel arrangements and travel services (hyperlink).

Part B

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of Article 2, 5°, (a), is a trader other than a carrier selling a return ticket

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302, transposed by the Law of 21 November 2017 on the sale of package travel, linked travel arrangements and travel services.

Therefore, our company/XY will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider.

However, if you book any additional travel services during the same visit to our company's/XY's booking website, the travel services will become part of a linked travel arrangement.

In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency protection (to be provided in the form of a hyperlink)

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, e-mail and telephone number) if the services are denied because of XY's insolvency.

Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

Directive (EU) 2015/2302, transposed by the Law of 21 November 2017 on the sale of package travel, linked travel arrangements and travel services (hyperlink)

Part C

Standard information form in the case of linked travel arrangements within the meaning of Article 2, 5°, (a), where the contracts are concluded in the simultaneous physical presence of the trader (other than a carrier selling a return ticket) and the traveller

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights applying to packages under

Directive (EU) 2015/2302, transposed by the Law of 21 November 2017 on the sale of package travel, linked travel arrangements and travel services.

Therefore, our company/XY will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider.

However, if you book any additional travel services during the same visit to or contact with our company/XY, the travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, e-mail and telephone number) if the services are denied because of XY's insolvency.

Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

(Website where Directive (EU) 2015/2302, transposed by the Law of 21 November 2017 on the sale of package travel, linked travel arrangements and travel services, can be found.)

Part D

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of Article 2, 5^o, (b), is a carrier selling a return ticket

If you book additional travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302, transposed by the Law of 21 November 2017 on the sale of package travel, linked travel arrangements and travel services.

Therefore, our company/XY will not be responsible for the proper performance of those additional travel services. In case of problems, please contact the relevant service provider.

However, if you book additional travel services via this link/these links not later than 24 hours after receiving the confirmation of the booking from our company/XY, those travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency, and, where necessary, for your repatriation. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency protection (to be provided in the form of a hyperlink)

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, e-mail and telephone number) if the services are denied because of XY's insolvency.

Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

Directive (EU) 2015/2302, transposed by the Law of 21 November 2017 on the sale of package travel, linked travel arrangements and travel services (hyperlink)

Part E

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of Article 2, 5°, (b), is a trader other than a carrier selling a return ticket

If you book additional travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302, transposed by the Law of 21 November 2017 on the sale of package travel, linked travel arrangements and travel services.

Therefore, our company/XY will not be responsible for the proper performance of those additional travel services. In case of problems please contact the relevant service provider.

However, if you book additional travel services via this link/these links not later than 24 hours after receiving the confirmation of the booking from our company/XY, those travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency protection (to be provided in the form of a hyperlink)

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, e-mail and telephone number) if the services are denied because of XY's insolvency.

Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

Directive (EU) 2015/2302, transposed by the Law of 21 November 2017 on the sale of package travel, linked travel arrangements and travel services (hyperlink).