

Act on Package Travel and Linked Travel Arrangements

2018, No. 95, 25 June

Chapter III. Changes to the package travel contract prior to departure

■Article 11. *Transfer of the package travel contract*

□A traveller may, after giving the organiser or retailer reasonable notice on a durable medium before the start of the package, transfer the package travel contract to another traveller 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.

□The transferor and the transferee shall be jointly and severally liable for the payment of the balance due on the package and for any costs arising from the transfer. The organiser or retailer shall inform the transferor about the actual costs of the transfer. Those costs shall be reasonable and fair, and documents confirming such costs shall be submitted. The organiser or retailer shall only be entitled to demand payment equal to the actual cost incurred by them due to the transfer.

■Article 12. *Alteration of the price*

□The prices stated in a package travel contract shall not be altered unless the contract expressly reserves that possibility and states in detail how price revisions are to be calculated. Moreover, price increases shall only be permitted if the package travel contract grants to the traveller a similar right to price reduction.

□Price revisions shall be possible exclusively as a consequence of changes in:

- a. the price of carriage of passengers resulting from changes in the cost of fuel or other power sources;
- b. the level of taxes or fees on the travel services included in the contract;
- c. the exchange rates relevant to the package.

□The organiser or retailer shall notify the traveller clearly and comprehensibly of all price increases with a justification for such increase and a calculation, on a durable medium at the latest 20 days before the start of the package.

□An increase in the price of a package for the purposes of this Article shall be regarded as a significant change, as referred to in Article 14, if it amounts to 8% of the price stated in the package travel contract.

□If the traveller requests a reduction in the price of a package, the organiser or retailer shall be entitled to demand payment of the actual costs incurred by them in calculating the price alteration.

■Article 13. *Obligation to notify alteration of package travel contract*

□The organiser or retailer may not make changes to a package travel contract, other than price alterations as referred to in Article 12, unless the right to make such changes is reserved in the package travel contract and the change is insignificant.

□The organiser or retailer shall without delay inform the traveller in a clear, comprehensible and prominent manner on a durable medium of:

- a. the proposed changes to a package and their impact on the price of the package;
- b. a reasonable period within which the traveller has to approve changes or terminate the package;

c. the consequences of the traveller's failure to notify his decision within such reasonable period;

d. where applicable, the offered substitute package.

The traveller may terminate the package, in accordance with Article 14, if a change to a package represents a significant alteration of any of the main characteristics of the travel service, if the organiser cannot fulfil the special requirements of the traveller as referred to in point (a) of the first paragraph of Article 7, or if the price of the package is increased by more than 8%.

■Article 14. *Discounts, refunds and improvements related to significant changes to a package travel contract*

If a traveller terminates a package pursuant to Article 13, the traveller shall be entitled to a full refund within 14 days or instead to accept a substitute package of similar or higher quality, if the organiser is able to offer such a substitute package.

If a traveller accepts changes to a package pursuant to Article 13 and such changes result in a package of lower quality, or the offer of a substitute package of a lower cost, the traveller shall be entitled to a price reduction. If the price of the package increases, the traveller shall pay the difference.