

STATUTES OF FINLAND

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Act on combinations of travel services

By decision of Parliament, the following is laid down:

Chapter 1

General provisions

Section 1

Scope

This Act applies to packages and linked travel arrangements, except where:

- 1) the trip covers a period of less than 24 hours and does not include overnight accommodation;
- 2) the travel services are advertised on a temporary basis to a limited group of travellers without a profit motive; or
- 3) travel services are purchased on the basis of a general agreement on business travel.

Section 2

Travel service

For the purposes of this Act, *travel service* means:

- 1) carriage of passengers;
- 2) accommodation which is not for residential purposes and is not intrinsically part of carriage of passengers;
- 3) 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 establishing a framework for the approval of motor vehicles and their trailers, and of systems, components and separate technical units intended for such vehicles (Framework Directive), and motorcycles requiring a Category A driving licence;
- 4) other tourist services not intrinsically part of a transport, accommodation or rental service within the meaning of points 1-3.

Section 3

Package

For the purposes of this Act, *package* means a combination of at least two different types of travel service purchased for the same trip or holiday, if these services have been combined by one trader either on the trader's initiative or at the request of or in accordance with a selection made by the traveller, before a single contract on all services is concluded.

Parliamentary Proposal 105/2017
Commerce Committee Report 15/2017
Parliamentary Response 113/2017

Directive (EU) 2015/2302 of the European Parliament and of the Council (32015L2302); OJ L 326, 11.12.2015, p. 1.

Package also means separate contracts on individual travel services concluded with travel service providers where:

- 1) the services are purchased from a single point of sale and selected before the traveller commits to pay for them;
- 2) services are advertised or charged at an inclusive or total price;
- 3) services are advertised under the term *package* or a similar term;
- 4) the services are combined after the trader has concluded a contract with the traveller that gives the traveller the right to select services from among a selection of different types of travel service; or
- 5) the services are purchased from separate traders through linked online booking processes where the traveller's name, payment details and email address are transmitted from the trader who sold the first travel service to another trader and a contract for the latter travel service is concluded at the latest 24 hours after the booking of the first travel service is confirmed.

If a transport, accommodation or vehicle rental service is combined with other tourist services, the combination of travel services is not regarded as a package, if the tourist services included in the combination do not account for a significant proportion of the value of the combination or if they do not represent an essential feature of the combination or are not advertised as such a feature. Transport, accommodation or vehicle rental services in combination with other tourist services are not regarded as a package if the other tourist services are selected and purchased only after the performance of the transport, accommodation or vehicle rental service has begun.

Section 4

Linked travel arrangement

For the purposes of this Act, a *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 service providers, if a trader facilitates:

- 1) the separate selection and separate payment of each travel service by travellers during a single contact; or
- 2) in a targeted manner, the purchase of at least one additional travel service from another trader where the contract with the other trader is concluded at the latest 24 hours after the booking of the first travel service is confirmed.

Transport, accommodation or vehicle rental services linked to other tourist services do not constitute a linked travel arrangement if the other tourist services purchased do not account for a significant proportion of the value of the travel services purchased or if they do not represent an essential feature of the services as a whole or are not advertised as such a feature.

Section 5

Other definitions

For the purpose of this Act, the following definitions shall apply:

- 1) *trader* means any natural person or any legal person, either privately or publicly owned, who acts for purposes relating to his trade, craft or profession in concluding contracts within the scope of this Act, whether in the capacity of tour operator, travel intermediary, trader facilitating procurement of linked travel arrangements or travel service provider;
- 2) *tour operator* means a trader who combines and sells or otherwise offers packages, either directly or through another trader or together with another trader, or who transmits the

traveller's data to another trader through linked online booking processes within the meaning of point 5 of the first paragraph of Section 3;

3) *travel intermediary* means a trader other than the tour operator who sells or otherwise offers packages combined by a tour operator;

4) *traveller* means any person who seeks to conclude a contract with a trader within the scope of this Act, or who is entitled to travel on the basis of such a contract;

5) *provision of information on a durable medium* means the provision of personally addressed information either in writing or electronically so that the recipient can store and reproduce the information unchanged;

6) *unavoidable and extraordinary circumstances* means circumstances beyond the control of the party who invokes such circumstances and the consequences of which could not have been avoided even if all reasonable measures had been taken;

7) *repatriation* means the carriage of the traveller to the place of departure or another place agreed upon by the contracting parties.

Section 6

Binding nature of the provisions

A contract term that diverges from the provisions of this Act in a manner unfavourable to the traveller is null and void unless otherwise provided for below.

Chapter 2

Information requirements and conclusion of package travel contracts

Section 7

Pre-contractual information

Before a package travel contract is concluded, the tour operator and travel intermediary shall provide the traveller with standard information about the traveller's statutory rights and the following details:

- 1) the tour operator;
- 2) the travel intermediary;
- 3) the main characteristics of the travel services offered;
- 4) the total price of the package, any additional costs and the payment conditions;
- 5) the minimum number of travellers required and the consequences if the minimum number is not reached within the specified time limit;
- 6) travel documents required;
- 7) the traveller's right to withdraw from the contract before departure;
- 8) compulsory or voluntary travel insurance.

If the travel services included in a package are purchased through linked online booking processes within the meaning of point 5 of the first paragraph of Section 3, the tour operator and the trader to whom the tour operator has transmitted the traveller's data shall provide the information referred to in the first paragraph of this Section with regard to the travel services which they offer.

The pre-contractual information shall be provided in a clear, comprehensible and prominent manner. If the information is provided in writing, it shall be in a legible format. However, standard information shall be provided by means of a form except where a package travel contract is concluded by telephone. Further provisions on the information to be provided and on standard information forms are issued by order of the Ministry of Justice.

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Section 8

Binding nature of pre-contractual information

The information provided pursuant to points 1-5 and 7 of the first paragraph of Section 7 forms part of the package travel contract and may not be changed unless the parties to the contract expressly agree otherwise.

Section 9

Package travel contract

Package travel contracts shall be in plain and intelligible language and, insofar as they are in writing, legible.

Section 10

Confirmation of contract terms and information

At the conclusion of the package travel contract or without undue delay thereafter, the tour operator or travel intermediary shall provide the traveller with a copy or confirmation of the contract on a durable medium. The package travel contract or confirmation of the contract shall contain:

- 1) the information referred to in the first paragraph of Section 7;
- 2) special requests from the traveller which the tour operator has accepted;
- 3) the other contract terms;
- 4) details of the tour operator's duties and obligations;
- 5) information about the traveller's rights and necessary instructions and contact information for exercising those rights.

The traveller is entitled, upon request, to receive a copy or confirmation of the contract on paper if the package travel contract has been concluded in the presence of both parties. If the package travel contract is a doorstep sales contract within the meaning of Chapter 6 Section 6 of the Consumer Protection Act (38/1978), the traveller shall be provided with a copy or confirmation of the contract on paper or, with the traveller's consent, on another durable medium. If a package is created through linked online booking processes within the meaning of point 5 of the first paragraph of Section 3, the tour operator shall provide the traveller with the information referred to in points (2), (4) and (5) of the first paragraph of this Section without delay after the tour operator is informed that a package has been created.

Further provisions on the information to be included in a package travel contract or confirmation are issued by order of the Ministry of Justice.

Section 11

Obligation to provide information to the tour operator

The trader to whom the traveller's data has been transmitted through an online booking process within the meaning of point 5 of the first paragraph of Section 3 and who has concluded a contract on travel services with the traveller shall inform the tour operator without delay of the conclusion of a contract that has led to the formation of a package. The trader shall provide the tour operator with the information necessary to fulfil his obligations as a tour operator.

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Section 12

Other information and documents to be provided prior to the trip

In good time before the start of the trip, the tour operator shall provide the traveller with the necessary tickets, receipts and other documents and information on transport connections with timetables and intermediate stops.

Chapter 3

Changes to the package travel contract before the start of the trip

Section 13

Transfer of a package travel contract

The traveller is entitled to transfer his or her rights under the package travel contract to a person who fulfils any conditions laid down for participation in the trip. The tour operator shall be informed about the transfer on a durable medium at the latest seven days before the start of the trip. However, this information may be provided later if it does not cause unreasonable inconvenience to the tour operator.

The tour operator may charge a fee for the transfer. The fee may not be more than the actual costs incurred by the tour operator as a result of the transfer and may not be unreasonable. The tour operator shall inform the assignor of the costs arising from the transfer and shall provide evidence of them.

The assignor and the acquirer are jointly and severally liable for ensuring that the price of the trip and any fee charged are paid to the tour operator.

Section 14

The tour operator's right to cancel the trip

The tour operator is entitled to cancel the trip if the number of registered participants is lower than the minimum number stated in the contract terms. The traveller shall be informed about the cancellation of the trip within the time limit set in the contract and at the latest:

- 1) 20 days before the start of the trip in the case of trips lasting more than six days;
- 2) Seven days before the start of the trip in the case of trips lasting between two and six days;
- 3) 48 hours before the start of the trip in the case of trips lasting no more than two days.

The tour operator is also entitled to cancel the trip if unavoidable and extraordinary circumstances prevent the tour operator from providing the trip in accordance with the contract. The traveller shall be informed about a cancelled trip without undue delay before the start of the trip.

Section 15

The traveller's right to withdraw from the contract before the start of the trip

A traveller is entitled to withdraw from a package travel contract at any time before the start of the trip.

If the traveller withdraws from the contract pursuant to the first paragraph, the tour operator may charge the traveller a reasonable and justifiable cancellation fee. However, the tour operator is not entitled to a cancellation fee if the traveller withdraws from the package travel contract because of unavoidable and extraordinary circumstances at the destination or in its immediate vicinity which significantly affect the carriage of passengers to the destination or otherwise affect the performance of the package in accordance with the

contract, or if the traveller otherwise has good reason to assume that the tour operator's performance will have significant defects.

The cancellation fee may at most correspond to the price of the package minus the cost savings resulting from the withdrawal and the income from alternative deployment of the travel services. If a standardised cancellation fee has been agreed in the package travel contract, the fee shall be reasonable and be based on the time of the withdrawal from the contract and the expected cost savings and income from alternative deployment of the travel services. The tour operator shall provide justification of the cancellation fee at the traveller's request.

Section 16

Refunds to the traveller

The tour operator shall refund the amounts that the traveller has paid without undue delay and at the latest 14 days following the withdrawal from the package travel contract pursuant to Section 14 or 15. If the traveller cancels the trip, however, the tour operator may deduct a cancellation fee from the amount refunded pursuant to the second and third paragraphs of Section 15.

Section 17

Significant changes to the contract other than changes in the price

The tour operator shall inform the traveller in a clear, prominent and intelligible way, and without undue delay, if the tour operator has to make significant changes to the main characteristics of the travel services before the start of the trip or if the tour operator is not able to fulfil the traveller's special requests that have been approved by the tour operator.

The communication to the traveller shall be provided on a durable medium. The communication must set out what changes the tour operator intends to make, in what way the changes impact the quality of the package or reduce its value, and what price reduction the traveller will receive as a result of the changes. It shall also be stated that the traveller is considered to have approved the proposed changes if the traveller does not inform the tour operator within a set reasonable time limit of his or her withdrawal from the contract. If the tour operator offers an alternative package in the event that the traveller withdraws from a concluded contract, the communication shall contain information about the alternative package offered and its price.

The traveller is entitled to withdraw from the contract as a result of the changes by informing the tour operator within the time limit stated in the communication referred to in the second paragraph. The tour operator shall refund any payments made without undue delay and at the latest 14 days following the traveller's withdrawal from the contract. Provisions on the traveller's right to damages are issued separately.

If the traveller does not withdraw from the contract, he or she is considered to have approved the changes. However, the traveller is entitled to a price reduction corresponding to the impact on the quality of the package or the reduction in the tour operator's costs.

Section 18

Price revisions

The tour operator may reserve the right in the contract terms to increase the price of the trip after the contract has been concluded if the contract terms lay down that the traveller has a statutory right to a price reduction on the same grounds. The contract terms shall state how price revisions are calculated. A price increase may not be greater than the increase in costs and may only be based on:

- 1) a change to the transport costs due to the price of fuel or other power sources;
- 2) changes in taxes for the travel services or fees imposed by a third party for the travel services;
- 3) a change in exchange rates relevant to the package.

The tour operator may only increase the price if he or she notifies the traveller of the increase on a durable medium at the latest 20 days before the start of the trip and explains clearly and intelligibly in the communication the level of the price increase, the reasons for it and how it was calculated.

If the price is increased by more than 8 % of the total price of the package, the notification must also state that the traveller has the right to withdraw from the contract without paying a cancellation fee within a reasonable time limit. In that case, the third paragraph of Section 17 also applies to price increases.

A price reduction shall correspond at least to the reduction in costs. However, the tour operator may deduct the actual administration costs entailed by the refund from the price reduction. The tour operator shall provide evidence of the administration costs at the traveller's request.

Section 19

Minor changes

Before the start of a trip, a tour operator may make changes to the terms of a package travel contract other than those provided for in Sections 17 and 18, provided that the tour operator has reserved the right to make such changes in the contract terms and provided that the change is minor. The tour operator shall inform the traveller of the change in a clear, prominent and intelligible manner.

Chapter 4

Performance of the package

Section 20

The tour operator's liability for the performance of the contract

The tour operator is liable to the traveller for ensuring that a package is performed, including in the event that the tour operator engages someone else to perform the contract.

Section 21

Defects in the tour operator's performance

The tour operator's performance is defective if:

- 1) the travel services do not correspond to what has been agreed;
- 2) the tour operator has failed to provide the traveller with the information laid down in Section 7 and this can be considered to have influenced the traveller's decision; or
- 3) the tour operator has neglected his or her obligation under the first paragraph of Section 33 to provide assistance to the traveller.

Section 22

Complaints

The traveller shall inform the tour operator of a defect without undue delay, taking into account the circumstances of the case. If the defect does not need to be rectified immediately, the traveller shall set a reasonable time limit for the defect to be rectified.

The traveller may not assert his or her rights if he or she did not inform the tour operator of the defect pursuant to the first paragraph. Even if the traveller has failed to make a complaint, he or she may nonetheless assert his or her rights if the tour operator or another party engaged by the tour operator to perform the contract has behaved with gross negligence or acted in bad faith.

Section 23

Rectification of defects

The tour operator shall rectify a defect immediately or, if immediate rectification is not necessary, within a reasonable period set by the traveller and in such a way that it does not entail any costs or significant inconvenience for the traveller. If the tour operator explains that he or she will not rectify the defect, or if the defect is not rectified immediately or within a reasonable period set by the traveller, the traveller is entitled to rectify it him- or herself. The traveller is then entitled to reimbursement from the tour operator for the costs incurred in rectifying the defect.

The tour operator is entitled to refuse to rectify the defect if the defect is impossible to rectify or if rectification would entail unreasonable costs, taking into account the extent of the defect and the value of the travel services. In the same way, the tour operator is entitled to refuse to pay unreasonable costs resulting from rectification of the defect in the event that the traveller has rectified the defect. When a tour operator exercises the right to refuse as provided for in this paragraph, the traveller is entitled to a price reduction and damages in accordance with what is laid down below.

Section 24

Offer of alternative services

Where a significant proportion of the travel services cannot be provided as agreed in the package travel contract, the tour operator shall offer, at no extra cost to the traveller, suitable alternative arrangements to enable the trip to continue. If possible, such arrangements must be of at least the same quality as the agreed travel services. The obligation to offer alternative arrangements also applies to cases where the traveller's return to the place of departure is not provided as agreed.

Where a package that includes alternative arrangements is of lower quality than the package specified in the package travel contract, the tour operator shall grant the traveller an appropriate price reduction.

The traveller may reject alternative arrangements if they are not comparable to what was agreed in the package travel contract or if the price reduction granted is inadequate. If the traveller rejects alternative arrangements or such arrangements cannot be offered, the traveller is entitled to an appropriate price reduction and damages.

Section 25

Cancellation of the contract during the trip

If a defect has a significant impact on the performance of the package and the tour operator does not rectify it within a reasonable period set by the traveller, the traveller is entitled to cancel the contract. If the traveller cancels the contract, he or she is entitled to a price reduction and damages in accordance with the provisions below.

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Section 26

Obligation to arrange earlier repatriation

If the package includes carriage of the traveller, in the cases laid down in the third paragraph of Section 24 and in Section 25 the tour operator shall arrange repatriation corresponding to the contract without undue delay and at no extra cost to the traveller.

Section 27

Extra accommodation costs

Where it is impossible to ensure the traveller's return as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the tour operator shall bear the cost of necessary accommodation, if possible corresponding to the package travel contract, for three nights. If the traveller is entitled to accommodation for a longer period pursuant to Union passenger rights legislation applicable to the return journey, that legislation applies.

The tour operator may not invoke unavoidable and extraordinary circumstances to limit his or her liability under the first paragraph if the transport provider may not rely on such circumstances under applicable Union legislation.

The limitation of liability for costs does not apply to persons with reduced mobility or person accompanying them, pregnant women, unaccompanied minors or persons in need of specific medical assistance, if the tour operator has been informed of the person's particular care needs at least 48 hours before the start of the trip.

Section 28

Price reduction

The traveller is entitled to an appropriate price reduction for the period during which the tour operator's performance was defective, unless the tour operator can demonstrate that the defect was attributable to the traveller.

Section 29

Damages

The traveller is entitled to compensation for damages caused by a defect in the tour operator's performance. The tour operator shall pay the compensation to the traveller without undue delay.

However, the traveller is not entitled to compensation if the tour operator can demonstrate that:

- 1) the defect is attributable to the traveller;
- 2) the defect is attributable to a third party unconnected with the provision of the travel services and the defect could not reasonably have been foreseen or avoided;
- 3) the defect arose due to unavoidable and extraordinary circumstances.

Section 30

Determination of damage liability in certain cases

Notwithstanding Section 29, the tour operator's liability for compensation for damages incurred in transport shall be subject to the provisions regarding transport in the Maritime Act (674/1994), Regulation (EC) No 392/2009 of the European Parliament and of the Council on the liability of carriers of passengers by sea in the event of accidents, the Act on Transport by

Air (289/1937), the Act on Air Transport Contracts (45/1977), the Air Transport Act (387/1986), the Rail Transport Act (1119/2000), Council Regulation (EC) No 2027/97 on air carrier liability in respect of the carriage of passengers and their baggage by air, the Convention concerning International Carriage by Rail (COTIF, Treaty Series 5/1985), the Convention for the Unification of Certain Rules for International Carriage by Air (Treaty Series 78/2004), or the 2002 Protocol to the 1974 Athens Convention relating to the Carriage of Passengers and their Luggage by Sea (Treaty Series 70/2017).

Section 31

Third party liability limitation

In cases other than those provided for in Section 30, the tour operator's liability for compensation may be limited by the terms of the contract to an amount corresponding to three times the total price of the package. The limitation of liability may not apply to personal injury or damage caused intentionally or through negligence.

Section 32

Deduction of compensation received under other legislation

If a traveller has been granted a price reduction or damages under Union legislation or international conventions on passenger rights, the compensation amount shall be deducted from equivalent compensation granted under this Act.

Section 33

Obligation to provide assistance

The tour operator shall, without undue delay, provide travellers who are in difficulty with information about health services, local authorities and consular services, make arrangements to enable the traveller to make distance communications, help the traveller to find alternative travel arrangements, and provide other appropriate assistance.

The tour operator may charge a reasonable fee for the assistance if the traveller has caused the difficulties intentionally or through negligence. However, the fee may not exceed the actual costs incurred by the tour operator for the assistance.

Section 34

Liability of the travel intermediary

The travel intermediary is liable for the performance of the obligations under this chapter in the same way as the tour operator if the tour operator is based outside the European Economic Area and if the travel intermediary cannot demonstrate that the tour operator has performed his or her obligations under this chapter.

Section 35

Contact with the travel intermediary

If a traveller submits a communication or a complaint about a package to the travel intermediary, the tour operator shall also be considered to have received the communication or complaint.

The travel intermediary shall forward communications or complaints received to the tour operator without undue delay.

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Chapter 5

Linked travel arrangements

Section 36

Information to be provided to the traveller

Before the traveller is bound by any contract leading to the creation of a linked travel arrangement, a trader facilitating procurement of linked travel arrangements shall provide the following information to the traveller in a clear, intelligible and prominent manner:

- 1) the traveller does not receive the rights laid down in law that apply to packages;
- 2) each travel service provider is liable solely for the performance of his or her own services;
- 3) the traveller is covered by the statutory insolvency protection that applies to linked travel arrangements.

The information shall be provided on an appropriate standard information form, if such a form exists. Further provisions on standard information forms are issued by order of the Ministry of Justice.

Section 37

Information to be provided to another trader

Where a linked travel arrangement is the result of a contract on travel services concluded by a trader, the trader shall inform the trader facilitating the linked travel arrangement of the conclusion of the contract.

Section 38

Application of certain provisions on packages

If a trader facilitating procurement of linked travel arrangements has not provided security in case of insolvency as required by law or has not complied with the information requirement under Section 36, the provisions of Sections 13-16 and 20-35 concerning packages apply. In that case, the rights and obligations that apply to tour operators are applied to traders facilitating procurement of linked travel arrangements.

Chapter 6

Specific provisions

Section 39

Damages for booking errors

If there are technical defects in a trader's system for booking packages or linked travel arrangements, the trader is liable to pay compensation to the traveller without undue delay for damage resulting from a booking error. A trader who has committed to arrange the booking of a package or travel services which are part of a linked travel arrangement is also liable to pay compensation for damages due to errors during the booking process.

However, the traveller is not entitled to compensation if the booking error is attributable to the traveller or was caused by unavoidable and extraordinary circumstances.

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Section 40

Right of recourse

If a tour operator or travel intermediary has paid damages or granted a price reduction or other compensation to a traveller under this Act for a defect in a package or linked travel arrangement, the tour operator and travel intermediary have the right to compensation for their loss from the trader whose defective performance led to the traveller's entitlement to damages, a price reduction or other compensation.

If the causes of the defect in the package or linked travel arrangement or of the damage arising from the defect can be attributed to more than one trader, the liability of each for damages shall be determined in accordance with what is reasonable given the circumstances.

Section 41

Application of certain provisions of the Consumer Protection Act

The provisions on additional charges charged to consumers in Chapter 2 Section 10a of the Consumer Protection Act and on costs for communication by telephone charged to consumers in Chapter 2 Section 14 of that Act also apply to advertising of packages to travellers other than consumers referred to in this Act. If such a traveller becomes liable for payment through a package travel contract concluded electronically, the provisions regarding consumers in the second and third paragraphs of Chapter 6 Section 12 of the Consumer Protection Act shall also be complied with.

Chapter 7

Penalties and entry into force

Section 42

Penalties for infringement of certain information requirements

If a tour operator, travel intermediary or other trader does not provide the information about additional costs referred to in point 4 of the first paragraph of Section 7 before conclusion of a package travel contract, the traveller is not liable to pay these costs.

Section 43

Other penalties

If necessary for purposes of consumer protection, a tour operator, travel intermediary or other trader may be prohibited from continuing or repeating a practice that is contrary to the provisions of this Act or a similar practice. Such an injunction shall be subject to a penalty payment unless deemed unnecessary for a specific reason.

An injunction referred to in the first paragraph shall be issued by the Market Court. The Market Court may also issue an interim injunction which shall remain in force until the case has been finally decided. General provisions on the conduct of proceedings before the Market Court can be found in the Market Court Proceedings Act (100/2013).

The Consumer Ombudsman may issue an injunction referred to in the first paragraph pursuant to the provisions of the Act on the Finnish Competition and Consumer Authority (661/2012) regarding injunctions issued by the Consumer Ombudsman.

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Section 44

Entry into force

This Act shall enter into force on 1 July 2018.

In the case of contracts entered into before that date, the provisions which applied at the time of entry into force shall remain applicable.

This Act repeals the Act on Package Travel (1079/1994).

Helsinki, 14 December 2017

President of the Republic
Sauli Niinistö

Minister for Justice
Antti Häkkänen