

2131. Rules on information forms for package travel contracts and linked travel arrangements, page 6987

Pursuant to Articles 57b(6), 57c(4) and 57k(3) of the Consumer Protection Act (*Uradni List RS* (UL RS; Official Gazette of the Republic of Slovenia) Nos 98/04 - official consolidated version, 114/06 - ZUE, 126/07, 86/09, 78/11, 38/14, 19/15, 55/17 - ZKoliT and 31/18), the Minister for Economic Development and Technology hereby issues

**RULES
on information forms for package travel contracts and
linked travel arrangements**

**Article 1
(Content)**

(1) These Rules lay down the form and content of the information forms for package travel contracts and linked travel arrangements with which travel organisers, travel retailers selling the tourist package, and companies facilitating linked travel arrangements must provide the consumer before concluding a contract, i.e. before the offer becomes binding on the consumer.

(2) These Rules partially transpose into Slovenian law 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 (OJ L 326, 11.12.2015, p. 1).

**Article 2
(Definitions)**

The terms used in these Rules shall have the same meaning as in the Consumer Protection Act (UL RS Nos 98/04 - official consolidated version, 114/06 - ZUE, 126/07, 86/09, 78/11, 38/14, 19/15, 55/17 - ZKoliT and 31/18; hereinafter: 'the Act').

**Article 3
(Information forms)**

- (1) Travel organisers and travel retailers selling tourist packages shall provide consumers with the standard information set out in Article 57b(1) of the Act on a form set out in Annex I or II to these Rules.
- (2) Travel organisers and travel retailers selling tourist packages shall provide consumers with the standard information set out in Article 57c(1) of the Act on a form set out in Annex II to these Rules.
- (3) Travel organisers shall provide consumers with the standard information set out in Article 57c(2) of the Act on a form set out in Annex III to these Rules.
- (4) Companies facilitating linked travel arrangements shall provide consumers with the information set out in Article 57k(1) of the Act on a form set out in Annex IV to these Rules.

**Article 4
(Final provision)**

These Rules shall enter into force on 1 July 2018.

No: 007-130/2018/13
Ljubljana, 5 June 2018
EVA 2018-2130-0014

**Zdravko Počivalšek [signed]
Minister for Economic Development and Technology**

Annex I: 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 the act regulating consumer protection.

This means that you will benefit from all EU rights applying to packages. Company/companies XY will be fully responsible for the proper provision of the package as a whole.

Additionally, as required by the act regulating consumer protection, company/companies XY has/have guarantees in place to refund your payments and, where transport is included in the package, to ensure your repatriation should the company/companies experience liquidity issues.

More information on key rights under the act regulating consumer protection (to be provided in the form of a hyperlink).

Following the hyperlink the consumer will receive the following information:

The key rights under the act regulating consumer protection:

- Consumers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one company that is liable for the proper provision of all the travel services included in the contract.
- Consumers are given an emergency telephone number or details of a contact point where they can get in touch with the travel organiser or the travel agent.
- Consumers 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 eight per cent of the price of the package, the consumer may terminate the contract. If the travel organiser reserves the right to a price increase, the consumer has a right to a price reduction if there is a decrease in the relevant costs.
- Consumers 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 the company responsible for the package cancels the package before it starts, consumers are entitled to a refund and compensation where appropriate.
- Consumers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if serious security problems arise at the destination which are likely to affect the package.
- Additionally, consumers 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 consumer at no extra cost. Consumers may terminate the contract without paying any termination fee, where services are not provided in accordance with the contract and this substantially affects the provision of the package and the travel organiser fails to remedy the problem.
- Consumers are also entitled to a price reduction and/or compensation for damages where the travel services are not provided or are improperly provided.
- The travel organiser has to provide assistance if the consumer is in difficulty.
- If a travel organiser or travel retailer that has in place guarantees against liquidity issues experiences liquidity issues, the payments will be refunded. If a travel organiser or travel retailer that has in place guarantees against liquidity issues experiences liquidity issues after the start of the package and if transport is included, repatriation of the travellers is secured. XY has taken out a liquidity guarantee with YZ (the entity providing a guarantee in the event of liquidity issues, e.g. a guarantee scheme or an insurance company). Customers may contact this entity or, where applicable, the competent authority (contact details, including name, address, email and telephone number) if services are denied because of XY's liquidity issues.

Annex II: Standard information form for package travel contracts in situations other than those covered by Annex I

The combination of travel services offered to you is a package within the meaning of the act regulating consumer protection.

This means that you will benefit from all EU rights applying to packages. Company/companies XY will be fully responsible for the proper provision of the package as a whole.

Additionally, as required by the act regulating consumer protection, company/companies XY has/have guarantees in place to refund your payments and, where transport is included in the package, to ensure your repatriation should the company/companies experience liquidity issues.

The key rights under the act regulating consumer protection:

- Consumers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one company that is liable for the proper provision of all the travel services included in the contract.
- Consumers are given an emergency telephone number or details of a contact point where they can get in touch with the travel organiser or the travel agent.
- Consumers 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 eight per cent of the price of the package, the consumer may terminate the contract. If the travel organiser reserves the right to a price increase, the consumer has a right to a price reduction if there is a decrease in the relevant costs.
- Consumers 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 the company responsible for the package cancels the package before it starts, consumers are entitled to a refund and compensation where appropriate.
- Consumers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if serious security problems arise at the destination which are likely to affect the package.
- Additionally, consumers 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 consumer at no extra cost. Consumers may terminate the contract without paying any termination fee, where services are not provided in accordance with the contract and this substantially affects the provision of the package and the travel organiser fails to remedy the problem.
- Consumers are also entitled to a price reduction and/or compensation for damages where the travel services are not provided or are improperly provided.
- The travel organiser has to provide assistance if the consumer is in difficulty.
- If a travel organiser or travel retailer that has in place guarantees against liquidity issues experiences liquidity issues, the payments will be refunded. If a travel organiser or travel retailer that has in place guarantees against liquidity issues experiences liquidity issues after the start of the package and if transport is included, repatriation of the travellers is secured. XY has taken out a liquidity guarantee with YZ (the entity providing a guarantee in the event of liquidity issues, e.g. a guarantee scheme or an insurance company). Customers may contact this entity or, where applicable, the competent authority (contact details, including name, address, email and telephone number) if services are denied because of XY's liquidity issues.

(Website where the act regulating consumer protection can be accessed.)

Annex III: Standard information form where the travel organiser transmits data to another company

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 the act regulating consumer protection.

This means that you will benefit from all EU rights applying to packages. Company XY will be fully responsible for the proper provision of the package as a whole.

Additionally, as required by the act regulating consumer protection, company XY has guarantees in place to refund your payments and, where transport is included in the package, to ensure your repatriation should the company experience liquidity issues.

More information on key rights under the act regulating consumer protection (to be provided in the form of a hyperlink).

Following the hyperlink the consumer will receive the following information:

The key rights under the act regulating consumer protection:

- Consumers will receive all essential information about the travel services before concluding the package travel contract.
- There is always at least one company AB that is liable for the proper provision of all the travel services included in the contract.
- Consumers are given an emergency telephone number or details of a contact point where they can get in touch with the travel organiser or the travel agent.
- Consumers 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 eight per cent of the price of the package, the consumer may terminate the contract. If the travel organiser reserves the right to a price increase, the consumer has a right to a price reduction if there is a decrease in the relevant costs.
- Consumers 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 the company responsible for the package cancels the package before it starts, consumers are entitled to a refund and compensation where appropriate.
- Consumers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if serious security problems arise at the destination which are likely to affect the package.
- Additionally, consumers 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 consumer at no extra cost. Consumers may terminate the contract without paying any termination fee, where services are not provided in accordance with the contract and this substantially affects the provision of the package and the travel organiser fails to remedy the problem.
- Consumers are also entitled to a price reduction and/or compensation for damages where the travel services are not provided or are improperly provided.
- The travel organiser has to provide assistance if the consumer is in difficulty.
- If a travel organiser or travel retailer that has in place guarantees against liquidity issues experiences liquidity issues, the payments will be refunded. If a travel organiser or travel retailer that has in place guarantees against liquidity issues experiences liquidity issues after the start of the package and if transport is included, repatriation of the travellers is secured. XY has taken out a liquidity guarantee with YZ (the entity providing a guarantee in the event of liquidity issues, e.g. a guarantee scheme or an insurance company). Customers may contact this entity or, where applicable, the competent authority (contact details, including name, address, email and telephone number) if services are denied because of XY's liquidity issues.

Website where the act regulating consumer protection can be accessed: [[HYPERLINK](#)]

Annex IV: Standard information forms for linked travel arrangements

Part A: Standard information form where the company facilitating an online linked travel arrangement within the meaning of the first indent of Article 57a(2) 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 the act regulating consumer protection.

This means that our company/XY will not be responsible for the proper provision of those additional travel services. If problems occur 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, a guarantee in place to refund your payments to XY for services not provided because of XY's liquidity issues, and, where necessary, for your repatriation. Please note that this does not provide a refund in the event of liquidity issues affecting the relevant service provider.

More information on guarantees in the event of liquidity issues (to be provided in the form of a hyperlink)

Following the hyperlink the consumer will receive the following information:

XY has taken out a liquidity guarantee with YZ (the entity providing a guarantee in the event of liquidity issues, e.g. a guarantee scheme or an insurance company).

Customers may contact this entity or, where applicable, the competent authority (contact details, including name, address, email and telephone number) if the services are denied because of XY's liquidity issues.

Note: This guarantee covering liquidity issues does not cover contracts with parties other than XY, which can be provided despite XY's liquidity issues.

Website where the act regulating consumer protection can be accessed: [*HYPERLINK*]

Part B: Standard information form where the company facilitating an online linked travel arrangement within the meaning of the first indent of Article 57a(2) is not 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 the act regulating consumer protection.

This means that our company/XY will not be responsible for the proper provision of the individual travel services. If problems occur 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, a guarantee in place to refund your payments to XY for services not provided because of XY's liquidity issues. Please note that this does not provide a refund in the event of liquidity issues affecting the relevant service provider.

More information on guarantees in the event of liquidity problems (to be provided in the form of a hyperlink)

Following the hyperlink the consumer will receive the following information:

XY has taken out a liquidity guarantee with YZ (the entity providing a guarantee in the event of liquidity issues, e.g. a guarantee scheme or an insurance company).

Customers may contact this entity or, where applicable, the competent authority (contact details, including name, address, email and telephone number) if the services are denied because of XY's liquidity issues.

Note: This guarantee covering liquidity issues does not cover contracts with parties other than XY, which can be provided despite XY's liquidity issues.

Website where the act regulating consumer protection can be accessed: [*HYPERLINK*]

Part C: Standard information form for linked travel arrangements within the meaning the first indent of Article 57a(2) where the contracts are concluded in the simultaneous physical presence of the company (other than a carrier selling a return ticket) and the customer

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 the act regulating consumer protection.

This means that our company/XY will not be responsible for the proper provision of the individual travel services. If problems occur 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, a guarantee in place to refund your payments to XY for services not provided because of XY's liquidity issues. Please note that this does not provide a refund in the event of liquidity issues affecting the relevant service provider.

XY has taken out a liquidity guarantee with YZ (the entity providing a guarantee in the event of liquidity issues, e.g. a guarantee scheme or an insurance company).

Customers may contact this entity or, where applicable, the competent authority (contact details, including name, address, email and telephone number) if the services are denied because of XY's liquidity issues.

Note: This guarantee covering liquidity issues does not cover contracts with parties other than XY, which can be provided despite XY's liquidity issues.

(Website where the act regulating consumer protection can be accessed.)

Part D: Standard information form where the trader facilitating an online linked travel arrangement within the meaning of the second indent of Article 57s(2) 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 the act regulating consumer protection.

This means that our company/XY will not be responsible for the proper provision of those additional travel services. If problems occur 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, a guarantee in place to refund your payments to XY for services not provided because of XY's liquidity issues, and, where necessary, for your repatriation. Please note that this does not provide a refund in the event of liquidity issues affecting the relevant service provider.

More information on guarantees in the event of liquidity problems (to be provided in the form of a hyperlink)

Following the hyperlink the consumer will receive the following information:

XY has taken out a liquidity guarantee with YZ (the entity providing a guarantee in the event of liquidity issues, e.g. a guarantee scheme or an insurance company).

Customers may contact this entity or, where applicable, the competent authority (contact details, including name, address, email and telephone number) if the services are denied because of XY's liquidity issues.

Note: This guarantee covering liquidity issues does not cover contracts with parties other than XY, which can be provided despite XY's liquidity issues.

Website where the act regulating consumer protection can be accessed: [[HYPERLINK](#)]

Part E: Standard information form where the trader facilitating an online linked travel arrangement within the meaning of the second indent of Article 57a(2) is not 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 the act regulating consumer protection.

This means that our company/XY will not be responsible for the proper provision of those additional travel services. If problems occur 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, a guarantee in place to refund your payments to XY

for services not provided because of XY's liquidity issues. Please note that this does not provide a refund in the event of liquidity issues affecting the relevant service provider.

More information on guarantees in the event of liquidity problems (to be provided in the form of a hyperlink)

Following the hyperlink the consumer will receive the following information:

XY has taken out a liquidity guarantee with YZ (the entity providing a guarantee in the event of liquidity issues, e.g. a guarantee scheme or an insurance company).

Customers may contact this entity or, where applicable, the competent authority (contact details, including name, address, email and telephone number) if the services are denied because of XY's liquidity issues.

Note: This guarantee covering liquidity issues does not cover contracts with parties other than XY, which can be provided despite XY's liquidity issues.

Website where the act regulating consumer protection can be accessed: [*HYPERLINK*]