

**ORDERS OF THE GOVERNMENT OF ROMANIA****GOVERNMENT OF ROMANIA****ORDER****on package travel and linked travel arrangements, and amending certain legislative acts**

In accordance with Article 108 of the Constitution of Romania, as republished, and with Article 1 (XIII) of Law No 183/2018 mandating the Government to issue orders,

The **Government of Romania** adopts this decision:

**CHAPTER I****Subject-matter, scope, definitions****ARTICLE 1****Subject-matter**

This order establishes the legal framework for the contracts having as subject-matter package travel and linked travel arrangements, which are concluded between travellers and traders for the purpose of ensuring a high level of consumer protection and the proper functioning of the market.

**ARTICLE 2****Scope**

(1) This Order applies to packages offered for sale or sold by traders to travellers and to linked travel arrangements facilitated by traders for travellers.

(2) This Order does not apply to:

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

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

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

(3) This Order does not affect the legal contractual rules which provide for the form, validity, obligations and rights of parties, and the legal effect of contracts, insofar as they are not regulated in this Order.

**ARTICLE 3****Definitions**

For the purposes of this Order, the terms and expressions below shall have the following meaning:

1. *travel agency* – a specialised unit of an economic operator holding a valid travel license issued under the law, which may carry out the following activities:

a) *organisation*: the activity whereby the agency combines and sells or offers for sale packages either directly, or through another trader or together with another trader, or the activity whereby the trader transmits the traveller's details to another trader in accordance with point 12(b)(v). The travel agency carrying out the organisation activity is referred to as the organising travel agency;

b) *intermediation*: the activity whereby the agency, other than the organising agency, sells or offers for sale, as an intermediary, packages combined by an organising travel agency. The travel agency carrying out the intermediation activity is referred to as the intermediary travel agency;

2. *traveller* – any person who is seeking to conclude a contract, or is entitled to travel on the basis of a contract concluded under the terms of this Order;

3. *unavoidable and extraordinary circumstances* – 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;

4. *trader* – any person, whether private or public, who acts, including through any other person, for purposes relating to his trade, business, craft or profession in relation to contracts covered by this Order, whether acting in the capacity of organising travel agency, intermediary travel agency, trader facilitating a linked travel arrangement or as a travel service provider;

5. *package travel contract* – a contract having as subject-matter a package as a whole or, if the package is provided under separate contracts, all contracts covering travel services included in the package;

6. *secured debt* – the consumer's debt that arise from the failure to comply with the obligations under the trade contracts as a result of insolvency proceedings having been initiated with regard to the organising travel agency and that represent the equivalent of the amounts actually paid by travellers under these contracts;

7. *package travel guarantee fund* – the private guarantee scheme in the tourist sector, the purpose of which is to protect travellers who purchased package travel or linked travel arrangements from the consequences of the insolvency of the organising travel agency or traders referred to in Article 22;

8. *insolvency* – defined in accordance with point 29 of Article 5(1) of Law No 85/2014 on insolvency prevention procedures, as subsequently amended and supplemented;

9. *start of the package* – the beginning of the performance of travel services included in the package;

10. *minor* – any person below the age of 18 years;

11. *lack of conformity* – a failure to perform or improper performance of the travel services included in a package;

12. *package* – a combination of at least two different types of travel services for the purpose of the same trip or holiday, if any of the following conditions has been met:

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;

b) where separate contracts are concluded with individual travel service providers, those services shall meet any of the following requirements:

- (i) are purchased from a single point of sale and those services have been selected before the traveller agrees to pay;
- (ii) are offered, sold or charged at an inclusive or total price;
- (iii) are advertised or sold under the term 'package' or under a similar term;
- (iv) are 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;
- (v) are 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;

13. *point of sale* – any retail premises 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;

14. *repatriation* – the traveller's return to the place of departure or to another place the contracting parties agree upon;

15. *travel service* means:

a) carriage of passengers;

b) accommodation which is not intrinsically part of the carriage of passengers and is not for residential purposes;

c) rental of cars, other motor vehicles within the meaning of Section 2, Chapter I(3)(a) of the Regulations on type approval and the issue of the identity card for road vehicles, and type approval for products used thereto - RNTR 2, as approved by Order No 211/2003 of the Minister for Public Works, Transportation and Housing, as subsequently amended and supplemented, or motorcycles in accordance with Article 6(22) of Government Emergency Order No 195/2002 regarding traffic on public roads, as republished, as subsequently amended and supplemented, for which a driving license is required;

d) any other tourist service not intrinsically part of a travel service within the meaning of points (a)-(c);

16. *linked travel arrangement* – the existence of 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 any of the following variants:

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

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;

17. *establishment* – as defined in Article 2(f) of Government Emergency Order No 49/2009 on the freedom of establishment of providers of services and freedom of provision of services in Romania, as approved, as amended and supplemented by Law No 68/2010, as subsequently amended;

18. *Member State* – a Member State of the European Union (EU) or a state party to the European Economic Area (EEA);

19. *durable medium* – 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.

#### ARTICLE 4

##### **Exceptions**

(1) A combination of travel services where one of travel service as referred to in point (a), (b) or (c) of point 15 of Article 3 is combined with one or more tourist services as referred to in point (d) of point 15 of Article 3 is not a package if the latter services meet any of the following requirements:

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

b) are selected and purchased only after the performance of a travel service as referred to in point (a), (b) or (c) of point 15 of Article 3.

(2) Where only one type of travel services as referred to in point (a), (b) or (c) of point 15 of Article 3 and one or several tourist services as referred to in point (d) of point 15 of Article 3 are purchased, they do not constitute a linked travel arrangement if the latter services do not represent an significant part of the combined value of the services and are not advertised as and do not otherwise represent an essential feature of the trip or holiday.

(3) Tourist services as referred to in point (d) of point 15 of Article 3 are considered to be a significant part of the package value or of the linked travel arrangement if they represent at least 25 % of the combination value.

## CHAPTER II

### Information obligations and content of the package travel contract

#### ARTICLE 5

##### Pre-contractual information

(1) Before the traveller is bound by any package travel contract or any corresponding offer, the organising travel agency and the intermediary travel agency, where the package is sold through the latter, 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:

a) the main characteristics of the travel services:

- (i) the travel destination(s), itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included;
- (ii) 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 organising travel agency and, where applicable, the intermediary travel agency shall inform the traveller of the approximate time of departure and return.
- (iii) the location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination;
- (iv) the meal plan;
- (v) visits, excursion(s) or other services included in the total price agreed for the package;
- (vi) where it is not apparent from the context, whether any of the travel services will be provided to the traveller as part of a group and, if so, where possible, the approximate size of the group;
- (vii) where the traveller's benefit from other tourist services depends on effective oral communication, the language in which those services will be carried out;
- (viii) 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;

b) 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;

c) 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

d) 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;

e) the minimum number of persons required for the package to take place and the time-limit, referred to in Article 12(3)(a), before the start of the package for the possible termination of the contract if that number is not reached;

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

g) 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 organising travel agency, in accordance with Article 13(1) and (2);

h) 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 organising travel agency and, where applicable, the intermediary travel agency shall provide the traveller with the standard information set out in Part B of Annex I, and the information set out in paragraph 1.

(3) With reference to packages as defined in point (b)(v) of point 12 of Article 3 the organising travel agency and the intermediary travel agency to whom the data are transmitted shall ensure that each of them provides, before the traveller is bound by a contract or any corresponding offer, the information set out in paragraph 1 in so far as it is relevant for the respective travel services they offer. The organising travel agency shall also provide, at the same time, the standard information by means of the form set out in Part C of Annex I.

(4) The information referred to in paragraphs 1-3 shall be provided in a clear, comprehensible and prominent manner. Where such information is provided in writing, it shall be legible.

## ARTICLE 6

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

(1) The information provided to the traveller pursuant to points (a), (c), (d), (e) and (g) of Article 5(1) shall form an integral part of the package travel contract and shall not be altered unless the contracting parties expressly agree otherwise. The organising travel agency and, where applicable, the intermediary travel agency 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.

(2) If the organising travel agency and, where applicable, the intermediary travel agency have not complied with the information requirements on additional fees, charges, termination penalty payments or other costs as referred to in point (c) of Article 5(1) before the conclusion of the package travel contract, the traveller shall not bear those fees, charges, termination penalty payments or other costs.

## ARTICLE 7

### **Content of the package travel contract and documents to be supplied before the start of the package**

(1) Package travel contracts are 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 organising travel agency or the intermediary travel agency 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 has been concluded in the simultaneous physical presence of the parties.

(2) With respect to off-premises contracts, as defined in point 8 of Article 2 of Government Emergency Order No 34/2014 on consumer rights under the contracts concluded with professionals, and amending and supplementing certain legislative acts, as approved as amended by Law No 157/2015, 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.

(3) 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), and the following information:

a) special requirements of the traveller which the organising travel agency has accepted;

b) information that the organising travel agency:

- (i) is responsible for the proper performance of all travel services included in the contract in accordance with Article 14;
- (ii) is obliged to provide assistance if the traveller is in difficulty in accordance with Article 17;

c) 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;

d) the name, address, telephone number, e-mail address and, where applicable, the fax number of the organising travel agency's local representative, of a contact point or of another service which enables the traveller to contact the organising travel agency 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;

e) 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 14(6);

f) 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;

g) information on available in-house complaint handling procedures and on alternative dispute resolution ('ADR') mechanisms pursuant to Government Order No 38/2015 on alternative dispute resolution between consumers and traders, as subsequently amended, and, where applicable, on the ADR entity to which the trader is linked and on the Online Dispute Resolution Platform under 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 (Regulation on consumer ODR);

h) information on the traveller's right to transfer the contract to another traveller in accordance with Article 10.

(4) With reference to packages as defined in point (b)(v) of point 12 of Article 3, the trader to whom the data are transmitted shall inform the organising travel agency of the conclusion of the contract leading to the creation of a package. The trader shall provide the organising travel agency with the information necessary to comply with his obligations as an organising travel agency.

(5) As soon as the organising travel agency is informed that a package has been created, the organising travel agency shall provide to the traveller the information referred to in paragraph 3 on a durable medium.

(6) The information referred to in paragraphs 3, 4 and 5 shall be provided in a clear, comprehensible and prominent manner.

(7) In good time before the start of the package, the organising travel agency 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.

(8) The organising travel agency established within the territory of Romania or, where applicable, the intermediary travel agency established within the territory of Romania, which purchases packages directly from an organising travel agency not established within Romania, shall be responsible for compliance with the obligations set out in paragraphs 1-7 and with those set out in Articles 10-13.

## ARTICLE 8

### **Burden of proof**



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

## ARTICLE 9

### **Responsibility for communication of information**

The intermediary travel agency whereby the package travel is purchased shall ensure that the traveller contacts the organising travel agency, without undue delay, through the intermediary travel agency as well, at the traveller's choice, at the pre-contractual stage and at any stage of contract performance.

## CHAPTER III

### **Changes to the package travel contract before the start of the package**

## ARTICLE 10

### **Transfer of the package travel contract to another traveller**

(1) A traveller may, after giving the organising travel agency 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.

(2) The transferor of the package travel contract and the transferee shall be jointly and severally liable for the payment of the balance due and for any additional fees, charges or other costs arising from the transfer.

(3) The organising travel agency 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 organising travel agency due to the transfer of the package travel contract.

(4) The organising travel agency shall provide the transferor with proof of the additional fees, charges or other costs arising from the transfer of the package travel contract.

## ARTICLE 11

### **Alteration of the price**

(1) 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 paragraph 4. 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:

a) the price of the carriage of passengers resulting from the cost of fuel or other power sources;

b) 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;

c) the exchange rates relevant to the package.

(2) If the price increase referred to in paragraph 1 exceeds 8 % of the total price of the package, Article 12(2) to (5) shall apply.

(3) Irrespective of its extent, a price increase shall be possible only if the organising travel agency 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.

(4) 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 points (a) to (c) of paragraph 1 that occurs after the conclusion of the contract before the start of the package.

(5) In the event of a price decrease, the organising travel agency shall have the right to deduct actual administrative expenses from the refund owed to the traveller. At the traveller's request, the organising travel agency shall provide proof of those administrative expenses.

## ARTICLE 12

### **Alteration of other package travel contract terms**

(1) Before the start of the package, the organising travel agency may not unilaterally change package travel contract terms other than the price in accordance with Article 11, unless the following conditions have been complied with cumulatively:

a) the organising travel agency has reserved that right in the contract;

b) the change is insignificant;

c) the organising travel agency informs the traveller of the change in a clear, comprehensible and prominent manner on a durable medium.

(2) If, before the start of the package, the organising travel agency is constrained to alter significantly any of the main characteristics of the travel services as referred to in point (a) of Article 5(1) or cannot fulfil the special requirements as referred to in point (a) of Article 7(2), or proposes to increase the price of the package by more than 8 % in accordance with Article 11(2), the traveller may within a reasonable period specified by the organising travel agency accept the proposed change or terminate the contract without paying a termination penalty fee.

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

(4) The organising travel agency shall without undue delay inform the traveller in a clear, comprehensible and prominent manner on a durable medium of:

a) the proposed changes referred to in paragraphs 2 and 3 and, where appropriate in accordance with paragraph 5, their impact on the price of the package;

b) a reasonable period within which the traveller has to inform the organising travel agency of his decision pursuant to paragraph 2;

c) the consequences of the traveller's failure to respond within the period referred to point (b), in accordance with applicable national law;

d) where applicable, the offered substitute package and its price.

(5) Where the changes to the package travel contract referred to in paragraph 2 or the substitute package referred to in paragraph 3 result in a package of lower quality or cost, the traveller shall be entitled to an appropriate price reduction.

(6) If the package travel contract is terminated pursuant to paragraph 2, and the traveller does not accept a substitute package, the organising travel agency 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, subject to compliance with Article 15(2)-(6).

(7) In application of paragraph 2, a significant change is considered to be the change in the accommodation place inclusive. In this case, travellers are offered the closest option to the respective location, of an equivalent or higher quality.

## ARTICLE 13

### **Termination of the package travel contract and the right of withdrawal before the start of the package**

(1) 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, the traveller may be required to pay an appropriate and justifiable termination fee to the organising travel agency.

(2) The package travel contract may specify reasonable standardised termination penalty 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 penalty fees, the amount of the termination penalty 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 organising travel agency shall provide a justification for the amount of the termination penalty fees.

(3) Notwithstanding paragraph 1, 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.

(4) In the event of termination of the package travel contract under paragraph 3, the traveller shall be entitled to a full refund of any payments made for the package, but shall not be entitled to additional compensation.

(5) The organising travel agency may terminate the package travel contract and provide the traveller with a full refund of any payments made for the package, but shall not be liable for additional compensation, in either of the following cases:

a) the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organising travel agency notifies the traveller of the termination of the contract within the period fixed in the contract, but not later than:

- (i) 20 days before the start of the package in the case of trips lasting more than six days;
- (ii) seven days before the start of the package in the case of trips lasting between two and six days;
- (iii) 48 hours before the start of the package in the case of trips lasting less than two days;

b) the organising travel agency 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.

(6) The organising travel agency shall provide any refunds required under paragraphs 3-5 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the appropriate termination penalty fee. Such 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 IV

### **Performance of the package**

#### ARTICLE 14

#### **Responsibility for the performance of the package**

(1) The organising travel agency is responsible for the performance of the travel services included in the package travel contract, irrespective of whether those services are to be performed by the organising travel agency or by another travel service provider.

(2) The intermediary travel agency established within the territory of Romania, which contracted a package travel with an organising travel agency which is not established in Romania, and which makes it available to travellers and/or to other intermediary travel agencies in Romania, irrespective of the contracting method, shall be deemed an organising travel agency in the relationship with the traveller under Articles 7, 10-17 and 24.

(3) Where the travel services included in the package travel contract are not performed under the contract, the intermediary travel agency established in Romania may initiate action against the organising travel agency not established in Romania, with which the intermediary travel agency concluded the package travel contract.

(4) Where the travel services included in the package travel contract are not performed under the contract, and the organising travel agency is established in another Member State, the traveller may initiate action against either the intermediary travel agency established in Romania, as provided for in paragraph 2, or the organising travel agency established in another Member State.

(5) The organising travel agency shall not be entitled to request from the traveller to make the final payment within more than five days before the date when it has sent to the traveller the travel documents based on which the traveller may perform the travel services purchased.

(6) The traveller shall inform the organising travel agency 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.

(7) If any of the travel services are not performed in accordance with the package travel contract, the organising travel agency shall remedy the lack of conformity, except for either of the following cases:

- a) the lack of conformity cannot be remedied;
- b) the remedial action entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected.

(8) If the organising travel agency, in accordance with point (a) or point (b) of paragraph 7, does not remedy the lack of conformity, Article 15 shall apply.

(9) Without prejudice to the exceptions laid down in paragraph 7, if the organising travel agency 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 organising travel agency refuses to remedy the lack of conformity or if immediate remedy is required.

(10) Where a significant proportion of the travel services cannot be provided as agreed in the package travel contract, the organising travel agency 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 accommodation place is changed, an appropriate alternative arrangement for the further performance of the package is deemed to be the offering of accommodation in the same location, as similar as possible to the initial offer.

(11) Where the proposed alternative arrangements, in accordance with paragraph 10, result in a package of lower quality than that specified in the package travel contract, the organising travel agency shall grant the traveller an appropriate price reduction.

(12) The traveller may reject the proposed alternative arrangements in accordance with paragraph 10 only if they are not comparable to what was agreed in the package travel contract or the price reduction granted is inadequate.

(13) Where a lack of conformity substantially affects the performance of the package and the organising travel agency 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 penalty fee and, where appropriate, request, in accordance with Article 14, price reduction and/or compensation for damages.

(14) If it is impossible to make alternative arrangements or the traveller rejects the proposed alternative arrangements in accordance with paragraph 12, the traveller is, where appropriate, entitled to price reduction and/or compensation for damages in accordance with Article 15 without terminating the package travel contract.

(15) If the package includes the carriage of passengers, the organising travel agency shall, in the cases referred to in paragraphs 13 and 14, also provide repatriation of the traveller with equivalent transport without undue delay and at no extra cost to the traveller.

(16) 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 organising travel agency 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 the relevant passenger rights legislation applicable to the relevant means of transport for the traveller's return, as referred to in Article 15(6), those periods shall apply.

(17) The limitation of costs referred to in paragraph 16 shall not apply to persons with reduced mobility, as defined in point (a) of Article 2 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.

(18) The limitation of costs referred to in paragraph 16 pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that the organising travel agency has been notified of their particular needs at least 48 hours before the start of the package.

(19) The organising travel agency may not invoke unavoidable and extraordinary circumstances to limit the liability under paragraph 16 if the relevant transport provider may not rely on such circumstances under applicable Union legislation.

## ARTICLE 15

### **Price reduction and compensation for damages**

(1) The traveller is entitled to an appropriate price reduction for any period during which there was lack of conformity, unless the organising travel agency proves that the lack of conformity is attributable to the traveller.

(2) The traveller shall be entitled to receive appropriate compensation from the organising travel agency for any damage which the traveller sustains as a result of any lack of conformity. Compensation shall be made without undue delay.

(3) The traveller shall not be entitled to compensation for damages if the organising travel agency proves that the lack of conformity occurs in either of the cases below:

a) it is attributable to the traveller;

b) it is attributable to a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable;

c) it is due to unavoidable and extraordinary circumstances.

(4) Insofar as international conventions binding the 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 organising travel agency.

(5) The package travel contract may limit compensation to be paid by the organising travel agency 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, where paragraph 4 is not applicable.

(6) Any right to compensation or price reduction under this Order shall not affect the rights of travellers under 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, Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations, 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, 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 and 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, and under international conventions.

(7) Compensation or price reduction granted under this Order and the compensation or price reduction granted under the Regulations and international

conventions as referred to in paragraph 6 shall be deducted from each other in order to avoid overcompensation.

## ARTICLE 16

### **Possibility to contact the organising travel agency via the intermediary travel agency**

(1) The traveller may address messages, requests or complaints in relation to the performance of the package directly to the intermediary travel agency through which it was purchased.. The intermediary travel agency shall forward those messages, requests or complaints to the organising travel agency without undue delay.

(2) For the purpose of compliance with time-limits or limitation periods, receipt of the messages, requests or complaints referred to in paragraph 1 by the intermediary travel agency shall be considered as receipt by the organising travel agency.

## ARTICLE 17

### **Obligation to provide assistance**

(1) The organising travel agency gives appropriate assistance without undue delay to the traveller in difficulty, including in the circumstances referred to in Article 14(16), in particular by:

- a) providing appropriate information on health services, local authorities and consular assistance;
- b) assisting the traveller to make distance communications and helping the traveller to find alternative travel arrangements.

(2) The organising travel agency 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 organising travel agency.

## CHAPTER V

### **Insolvency protection**

## ARTICLE 18

### **Effectiveness and scope of insolvency protection**

(1) Organising travel agencies established in the territory of Romania provide security for the refund of all payments made by or on behalf of travellers insofar as the relevant services are not performed as a consequence of the organising travel agency's insolvency. This security is represented by indemnity bonds, insurance policies, guarantee fund for package travels or other legally established guarantee instruments, which can be effective either separately, or jointly. If the carriage of passengers is included in the package travel contract, the organising travel agency



shall also provide security for the travellers' repatriation. Continuation of the package may be offered.

(2) Organising travel agencies not established in a Member State which sell or offer for sale packages in Romania, or which by any means direct such activities to Romania, shall be obliged to provide the security in accordance with paragraph 1.

(3) The security referred to in paragraph 1 shall be effective and shall cover reasonably foreseeable costs. It shall 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 organising travel agency's insolvency.

(4) An organising travel agency'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.

(5) When the performance of the package is affected by the organising travel agency's insolvency or when travellers are unable to return to the country for lack of conformity by the organising travel agency with their obligations under the contract and the package travel contract includes carriage of passengers, the security shall be available free of charge to ensure repatriations and, if necessary, the financing of accommodation prior to the repatriation.

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

## ARTICLE 19

### **Reporting information on package travels**

Organising travel agencies carrying out their business within the national territory and selling package travels to travellers must submit regularly information about their business to the Ministry of Tourism.

## ARTICLE 20

### **Licensing organising travel agencies**

(1) In order to obtain a valid tourist license for the organisation activity, the organising travel agency must prove that it has established a guarantee instrument under Article 18(1).

(2) By way of derogation from Article 11(1) of Law No 31/1990 on companies, as republished, as subsequently amended and supplemented, the share capital of an economic operator organised as a limited company, which is a holder of a tourist license for the organisation activity, may not be less than RON 25 000.

## ARTICLE 21

### **Mutual recognition of insolvency protection and administrative cooperation**

(1) The requirements of Article 18 on insolvency protection provided by an organising travel agency established in another Member State, which sells or offers for sale packages in Romania or which, by any means, directs its activities to Romania, are deemed to be complied with if that organising travel agency complies with the national measures of the Member State of its establishment.

(2) The Ministry of Tourism shall be designated the central contact point to facilitate the administrative cooperation and supervision of organising travel agencies established in Romania and operating in several Member States. It shall notify its contact details to all other Member States and the Commission.

(3) The Ministry of Tourism shall make available to all the central contact points all necessary information on their national insolvency protection requirements and the identity of the entity in charge of the insolvency protection for organising travel agencies established in Romania. The Ministry of Tourism shall grant access to all the other central contact points to any available inventory listing organising travel agencies which are in compliance with their insolvency protection obligations. Any such inventory shall be publicly accessible, including online.

(4) In the event of doubt about an organising travel agency's insolvency protection, the Ministry of Tourism shall seek clarification from the Member State of establishment.

(5) The Ministry of Tourism shall respond to requests from other Member States 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.

## ARTICLE 22

### **Insolvency protection and information requirements for linked travel arrangements**

(1) 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. Article 18(2)-(6) and Article 21 shall be applicable to traders facilitating travel services.

(2) Before the traveller is bound by any contract leading to the creation of a linked travel arrangement or any corresponding offer, 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 a Member State, shall state in a clear, comprehensible and prominent manner that the traveller:

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

b) will benefit from insolvency protection in accordance with paragraph 1.

(3) In order to comply with paragraph 2, 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 2, 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.

(4) Where the trader facilitating linked travel arrangements has not complied with the requirements set out in paragraphs 1-3, the rights and obligations laid down in Articles 10 and 13 and Chapter IV shall apply in relation to the travel services included in the linked travel arrangement.

(5) 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 VI

### **Other provisions**

#### ARTICLE 23

#### **Liability for booking errors**

(1) 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 or of travel services which are part of linked travel arrangements, for the errors made during the booking process.

(2) The trader shall not be liable for booking errors which are attributable to the traveller or which are caused by unavoidable and extraordinary circumstances.

#### ARTICLE 24

#### **Right of redress**

In cases where a travel agency pays compensation, grants price reduction or meets the other obligations incumbent on him under this Order, it has the right to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations.

#### ARTICLE 25

#### **Imperative provisions**

(1) A declaration by an organising travel agency 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 organising travel agency or trader from the obligations imposed on them under this Order.

(2) Travellers may not waive the rights conferred on them by this Order.

(3) Any contractual arrangement or any statement by the traveller which directly or indirectly waives or restricts the rights conferred on travellers pursuant to this Order or aims to circumvent the application of this Order shall not be binding on the traveller.

## ARTICLE 26

### **Authorised specialised bodies for supervision and control of traders**

(1) The supervision and control of compliance with this Order shall fall under the remit of the specialised bodies within the Ministry of Tourism, the National Consumer Protection Authority (*Autoritatea Națională pentru Protecția Consumatorilor*), the National Authority for Disabled Persons (*Autoritatea Națională pentru Persoanele cu Dizabilități*) and the National Agency for Payments and Social Inspection (*Agenția Națională pentru Plăți și Inspecție Socială*)/county agencies for payments and social inspection subordinated to the Ministry of Labour and Social Justice (*Ministerul Muncii și Justiției Sociale*).

(2) The control bodies as referred to in paragraph 1 shall carry out checks upon notification from the persons referred to in Article 3(2) and, where applicable, of its own motion.

(3) The persons referred to in points 1 and 4 of Article 3 must submit the requested documents to the control bodies.

(4) The travellers are entitled, under this Order and in accordance with the law in force, to refer to the control bodies referred to in paragraph 1 and to the competent courts under the law.

(5) The filing of legal action in order to claim the price reduction or compensation shall be subject to a limitation period of three years.

(6) By way of derogation from Article 13(1) of Government Order No 2/2001 on the legal regime of civil offences, as approved as amended and supplemented by Law No 180/2002, as subsequently amended and supplemented, the application of a fine for a civil offence shall be time-barred within three years from the commitment of the act.

(7) Where, in accordance with Article 14(4), travellers choose to challenge the organising travel agency established in a Member State, they may refer to either of the following entities:

a) to the organising travel agency established in another Member State, either directly or through the travel agency in Romania, under Article 9;

b) to the European Consumer Centre in Romania or to the alternative dispute resolution entities in accordance with Government Order No 38/2015 on alternative dispute resolution between consumers and traders, as subsequently amended;

c) to courts, in accordance with Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.

## ARTICLE 27

**Contraventions and penalties**

(1) The following acts shall be deemed civil offences, unless they have been committed such that, under the criminal law, they are deemed criminal offences:

a) the breach of points (i)-(vii) of Article 5(1)(a) and points (b)-(h) and paragraphs (2)-(4), Article 6, Article 7, Article 9, Article 10(1), (3) and (4), Article 11-13, Article 14(1), (2), (5), (7)-(11), (13)-(16), (18) and (19), Article 15(1), (2) and (4)-(7), Article 16(1), Article 17 and Article 23(1) by travel agencies or traders, which is punishable by the application of a fine from RON 4 000 lei to 20 000;

b) the breach of Article 18(1), (2), (5) and (6) and Article 22 by travel agencies or traders, punishable by the application of a fine from RON 20 000 to RON 40 000;

c) the breach of point (viii) of Article 5(1)(a) by travel agencies, which is punishable by the application of a fine from RON 4 000 to RON 20 000;

d) the breach of Article 14(17) by travel agencies, which is punishable by the application of a fine from RON 4 000 to RON 20 000;

e) the breach of Article 19 by travel agencies, which is punishable by the application of a fine of RON 10 000;

f) the breach of Article 26(3) by travel agencies, which is punishable by the application of a fine from RON 4 000 to RON 20 000.

(2) Civil offences are ascertained and penalties are applied for the civil offences referred to in paragraph 1 as follows:

a) by the authorised persons within the National Consumer Protection Authority or the Ministry of Tourism for the civil offences referred to in point (a);

b) by the authorised persons within the Ministry of Tourism for the civil offences referred to in point (b);

c) by the authorised persons within the National Agency for Payments and Social Inspection/the county agencies for payments and social inspection or within the Ministry of Tourism for the civil offences referred to in point (c);

d) by the authorised persons within the National Authority for Disabled Persons for the civil offences referred to in point (d);

e) by the authorised persons within the Ministry of Tourism for the civil offences referred to in point (e);

f) by the authorised persons within the Ministry of Tourism or within the National Consumer Protection Authority or the National Authority for Disabled Persons or the National Agency for Payments and Social Inspection/the county agencies for payments and social inspection subordinated to the Ministry of Labour and Social Justice for the civil offence referred to in point (f).

(3) With the application of the main penalty for the civil offence, one or more of the following complementary penalties for civil offences may be applied:

- a) immediate compliance with the contract terms breached;
- b) returning the amounts unlawfully received, within not more than 15 days;
- c) remedying the deficiencies found in the report within the deadline indicated in that report.

(4) For the civil offences referred to in paragraph 1(b), with the application of the main penalty for the civil offence, the authorised representatives of the Ministry of Tourism shall order the complementary penalty for that civil offence, which consists in withdrawing the document issued for the operation of business.

(5) The repeated commitment of either of the civil offences under paragraph 1 within a calendar year shall be punishable with a fine for a civil offence from RON 30 000 to RON 50 000 by the authorised persons under paragraph 2, where applicable.

(6) Failure to execute the complementary penalty for the civil offence, which was ordered in accordance with paragraph 3 under the terms and conditions set out in the civil offence reports shall be punishable with a civil offence fine from RON 30 000 to RON 50 000 by the authorised persons referred to in paragraph 2, which applied the complementary penalty.

(7) The civil offences referred to in this Order shall be subject to Government Order No 2/2001, as approved as amended and supplemented by Law No 180/2002, as subsequently amended and supplemented, unless otherwise provided for in this Order.

(8) Where the information referred to in point (viii) of Article 5(1)(a) are incorrect or inaccurate with regard to the transport conditions for reduced mobility persons following the communication by transport service providers to travel agencies, the Ministry of Tourism shall inform the Ministry of Transport thereof, so that the latter may order the legal measures according to their competences under the law in force.

## CHAPTER VII

### **Transitional and final provisions**

#### ARTICLE 28

##### **Transitional provisions**

(1) Within 60 days from the entry into force of this Order, the guarantee and compensation procedures shall be approved under an order of the Minister for Tourism in accordance with the legislation in force.

(2) Within 30 days from the entry into force of this Order, the content, deadline and procedure for transmission of the information referred to in Article 19 shall be approved under an order of the Minister for Tourism.

(3) Economic operators holding a tourist license must renew it when the insurance policy signed before the entry into force of the order referred to in paragraph 1 has expired, but no later than 31 December 2018.

#### ARTICLE 29

##### **Amending certain legislative acts**

In Article 3(3) of Government Emergency Order No 34/2014 on consumer rights under the contracts concluded with professionals, and amending and supplementing certain legislative acts, as published in Official Gazette of Romania, Part I, No 427 of 11 June 2014, as approved as amended by Law No 157/2015, point (g) shall be amended and shall read as follows:

“g) having as subject-matter packages, as defined in point 12 of Article 3 of Government Order No 2/2018 on package travel and linked travel arrangements, and amending certain legislative acts, except for Article 6(7), Article 8(2) and (6), Articles 21 and 22 which are applicable to travellers as defined in Article 3(2) of Government Order No 2/2018;”.

#### ARTICLE 30

##### **Repealing certain legislative acts**

(1) On the date of entry into force of this Order, the following shall be repealed:

a) Government Order No 107/1999 on the sale of tourist packages, as published in Official Gazette of Romania Part I No 448 of 16 June 2008, as subsequently amended and supplemented;

b) Articles I, IV, V and X of Title II of Law No 363/2007 on combating traders' incorrect practices in their relation with consumers and harmonization of rules with the Union legislation on consumer protection, as published in Official Gazette of Romania, Part I, No 899 of 28 December 2007, as subsequently amended and supplemented.

(2) The references in the legislative acts in force to Government Order No 107/1999, as republished, as subsequently amended and supplemented, shall be deemed to be made with regard to the corresponding provisions in this Order.

#### ARTICLE 31

##### **Annexes**

Annexes 1 and 2 shall form an integral part of this Order.

#### ARTICLE 32

##### **Entry into force**

This Order shall enter into force ten days after the date of its publication in the Official Gazette of Romania, Part I.

\*

This Order transposes the provisions of Directive (EU) 2302/2015 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, as published in Official Journal of the European Union, Series L, No 326 of 11 December 2015.

PRIME MINISTER

**VASILICA-VIORICA DĂNCILĂ**

Countersigned by:

Minister for Tourism,

**Bogdan Gheorghe Trif**

Minister for the Economy,

**Dănuț Andrușcă**

President of the National Consumer Protection Authority,

**Marius Pîrvu**

Minister for Labour and Social Justice,

**Lia-Olguța Vasilescu**

Minister for Transport,

**Lucian Șova**

for the Delegated Minister for European Affairs,

**Cristian-Gabriel Winzer,**

State Secretary

for the Minister for External Affairs,

**Dănuț Sebastian Neculăescu,**

State Secretary

Bucharest, 2 August 2018.

No 2.

ANNEX 1



## 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 Government Order No 1/2018 on package travel and linked travel arrangements, and amending certain legislative acts.

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 Government Order No 2/2018 (to be provided in the form of a hyperlink).

Following the hyperlink the traveller will receive the following information:

#### Key rights under Government Order No 2/2018

– 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 organising travel agency 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 organising travel agency 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 penalty 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 penalty 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 penalty fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organising travel agency 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 organising travel agency has to provide assistance if the traveller is in difficulty.

– If the organising travel agency becomes insolvent, payments will be refunded. If the organising travel agency 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). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.

For the purposes of this form, organising travel agency shall mean the organising travel agency established in Romania or the intermediary travel agency established in Romania, which buys directly packages from an organising travel agency not established in Romania, where applicable, in accordance with Article 14 of Government Order No 2/2018.

For insolvency provisions, the organising travel agency shall be that from another Member State or from Romania, where applicable.

Government Order No 2/2018 ([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 Government Order No 2/2018.

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 Government Order No 2/2018.

– Travellers shall 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 organising travel agency 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 organising travel agency 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 penalty 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 penalty 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 penalty fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organising travel agency 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 organising travel agency has to provide assistance if the traveller is in difficulty.

– If the organising travel agency becomes insolvent, payments will be refunded. If the organising travel agency 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). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if certain services are denied because of XY's insolvency.

For the purposes of this form, organising travel agency shall mean the organising travel agency established in Romania or the intermediary travel agency established in Romania, which buys directly packages from an organising travel agency not established in Romania, where applicable, in accordance with Article 14 of Government Order No 2/2018.

For insolvency provisions, the organising travel agency shall be that from another Member State or from Romania, where applicable.

(The website where Government Order No 2/2018 is available)

### **PART C**

#### **Standard information form where the organiser transmits data to another trader in accordance with point (b)(v) of Article 3(12)**

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 Government Order No 2/2018.

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 has 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 Government Order No 2/2018 (to be provided in the form of a hyperlink).

Following the hyperlink the traveller will receive the following information:

#### **Key rights under Government Order No 2/2018**

– 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 organising travel agency 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 organising travel agency 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 penalty 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 penalty 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 penalty fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organising travel agency 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 organising travel agency has to provide assistance if a traveller is in difficulty.

– If the organising travel agency becomes insolvent, payments will be refunded. If the organising travel agency 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). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.

For the purposes of this form, organising travel agency shall mean the organising travel agency established in Romania or the intermediary travel agency established in Romania, which buys directly packages from an organising travel agency not established in Romania, where applicable, in accordance with Article 14 of Government Order No 2/2018.

For insolvency provisions, the organising travel agency shall be that from another Member State or from Romania, where applicable.

Government Order No 2/2018 ([hyperlink](#))

ANNEX 2

## PART A

### **Standard information form where the trader facilitating an online linked travel arrangement within the meaning of point (a) of point 16 of Article 3 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 Government Order No 2/2018 on package travels and linked travel arrangements, and amending certain legislative acts.

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).

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

To be noted: This insolvency protection does not cover contracts with parties other than XY, which can be subject to the enforcement procedure despite the insolvency of XY.

Government Order No 2/2018 ([hyperlink](#))

## PART B

### **Standard information form where the trader facilitating an online linked travel arrangement within the meaning of point (a) of point 16 of Article 3 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 Government Order No 2/2018.

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).

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

To be noted: This insolvency protection does not cover contracts with parties other than XY, which can be subject to the enforcement procedure despite the insolvency of XY.

Government Order No 2/2018 (hyperlink)

## PART C

### **Standard information form in the case of linked travel arrangements within the meaning of point (a) of point 16 of Article 3 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 Government Order No 2/2018.

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).

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

To be noted: This insolvency protection does not cover contracts with parties other than XY, which can be subject to the enforcement procedure despite the insolvency of XY.

The website where Government Order No 2/2018 is available.

## PART D

### **Standard information form where the trader facilitating an online linked travel arrangement within the meaning of point (b) of point 16 of Article 3 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 Government Order No 2/2018.

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).

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

To be noted: This insolvency protection does not cover contracts with parties other than XY, which can be subject to the enforcement procedure despite the insolvency of XY.

Government Order No 2/2018 ([hyperlink](#))

## PART E

### **Standard information form where the trader facilitating an online linked travel arrangement within the meaning of point (b) of point 16 of Article 3 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 Government Order No 2/2018.

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).

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

To be noted: This insolvency protection does not cover contracts with parties other than XY, which can be subject to the enforcement procedure despite the insolvency of XY.

Government Order No 2/2018 ([hyperlink](#))