

FEDERAL LAW GAZETTE

FOR THE REPUBLIC OF AUSTRIA

[BGBl.]

2017	Published on 24 April 2017	Part I
Federal Act 50:	Package Travel Act [Pauschalreisegesetz - PRG] and amendment of the Consumer Protection Act [Konsumentenschutzgesetz], the Distance Selling and External Business Act [Fern- und Auswärtsgeschäfte-Gesetz], and the Consumer Authorities Cooperation Act [Verbraucherbehörden-Kooperationsgesetz] (NR: GP XXV RV 1513 AB 1533 p. 173. BR: AB 9768 S. 866.) [CELEX-No: 32015L2302]	

Federal Act 50 adopting a Federal Act on package travel and linked travel arrangements (Package Travel Act) and amending the Consumer Protection Act, the Distance Selling and External Business Act, and the Consumer Authorities Cooperation Act

The National Council has adopted the following:

Article 1

Federal Act on package travel and linked travel arrangements (Package Travel Act)

Chapter 1

Scope, definitions, mandatory law

Scope

Section 1(1) This Federal Act shall apply to package travel contracts between a trader and a traveller, and to contracts concluded between a trader and a traveller which facilitate linked travel arrangements.

(2) This Federal Act shall not apply to contracts for

1. packages and linked travel arrangements covering a period of less than 24 hours, provided that these do not include overnight accommodation,
2. packages offered, and linked travel arrangements facilitated, only occasionally and on a not-for-profit basis and only to a limited group of travellers, and
3. packages and linked travel arrangements for which the contract is concluded on the basis of a general agreement on the arrangement of business travel between two traders.

Definitions

Section 2(1) ‘Travel service’ means

1. carriage of a passenger,
2. accommodation of a person, provided that it is not intrinsically part of the carriage of the passenger and it is not for residential purposes,
3. rental of cars or other motor vehicles as referred to in Article 3(11) of Directive 2007/46/EC establishing a framework for the approval of motor vehicles and their trailers, and of systems, components and separate technical units intended for such vehicles, OJ L 263, 9.10.2007, p. 1, or motorcycles requiring a Category A driving licence in accordance with Article 4(3)(c) of Directive 2006/126/EC on driving licences, OJ L 403, 30.12.2006, p. 18, and
4. any other tourist service not intrinsically part of a travel service referred to in point 1, 2 or 3;

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

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

- cc) advertised or contractually agreed to under the term 'package' or under a similar term,
 - dd) combined after the conclusion of a contract by which a trader grants the traveller the right to choose among a selection of different types of travel services, or
 - ee) contractually agreed to by the traveller for 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 at least one of the latter traders is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.
2. A combination of travel services where only one type of travel service referred to in point 1, 2 or 3 of paragraph 1 is combined with one or more tourist services as referred to in point 4 of paragraph 1 is not a package if the latter services
- a) do not account for a significant proportion of the value of the combination (point 3), and are not advertised as and do not otherwise represent an essential feature of the combination, or
 - b) are selected and purchased only after the performance of a travel service as referred to in point 1, 2 or 3 of paragraph 1 has started.
3. If tourist services account for 25 % or more of the value of the combination, it shall generally be assumed that they account for a significant proportion within the meaning of point 2(a);
- (3) 'package travel contract' means a contract on the package as a whole or, if the package is provided under separate contracts, all contracts covering travel services included in the package;
- (4) 'start of the package' means the beginning of the performance of travel services included in the package;
- (5) 1. 'linked travel arrangement' means at least two different types of travel services which are contractually agreed to by a traveller in separate contracts with the individual travel service providers for the purpose of the same trip or holiday, which does not constitute a package, if a trader facilitates:
- a) on the occasion of a single visit to or contact with his point of sale, the separate selection and separate payment of each travel service by travellers, or
 - b) in a targeted manner, the procurement of at least one additional travel service from another trader where the additional contract with the other trader is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.
2. Where only one type of travel service as referred to in point 1, 2 or 3 of paragraph 1 and one or more tourist services as referred to in point 4 of paragraph 1 are contractually agreed to by a traveller, these do not constitute linked travel arrangements if the latter services do not account for a significant proportion 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. If tourist services account for 25 % or more of the value of the combination, it shall generally be assumed that they constitute a significant proportion within the meaning of point 2;
- (6) 'traveller' means any person who intends to conclude a contract subject to the provisions of this Federal Act or who is entitled to use travel services on the basis of such a contract;
- (7) 'organiser' means a trader who combines and contractually agrees to or offers packages, either directly or through another trader or together with another trader, or a trader who transmits the traveller's data to another trader through online booking processes as referred to in point 1(b)(ee) of paragraph 2;
- (8) 'retailer' means a trader other than the organiser who contractually agrees to or offers packages combined by an organiser;
- (9) 'trader' means any natural person or any legal person that has the status of a trader under Section 1 of the Consumer Protection Act;
- (10) 'establishment' of the trader means an establishment within the meaning of Article 4(5) of Directive 2006/123/EC on services in the internal market, OJ L 376, 27.12.2006, p. 36;
- (11) 'durable medium' means any instrument which enables the traveller or the trader to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;
- (12) 'unavoidable and extraordinary circumstances' means circumstances beyond the control of those that depend on them, unless the consequences of these circumstances could not have been avoided, even if all reasonable precautions had been taken;
- (13) 'lack of conformity' means a failure to perform or improper performance of the travel services included in a package;
- (14) 'points of sale' means
- 1. any commercial premises, whether movable or immovable,
 - 2. a retail website or similar online sales facility, including where these are presented to travellers as a single facility, and
 - 3. a telephone service;
- (15) 'repatriation' means the return of the traveller to the place of departure or to another place the contracting parties agree upon.

Invalid provisions

Section 3 Provisions which deviate from the provisions of this Federal Act and which are to detriment of the traveller shall be invalid.

Chapter 2

Information obligations and content of the package travel contract

Pre-contractual information

Section 4(1) Before the traveller is bound by any package travel contract or his contractual declaration, the organiser and, where the package is contractually agreed to through a retailer, also the retailer shall provide him with the applicable standard information form as set out in **Part A or B of Annex I**, and, where applicable to the package, with the following information:

1. the main characteristics of the travel services, namely:
 - a) the travel destinations, itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included,
 - b) the means, characteristics and categories of transport, the points, dates and time of departure and return, the duration and places of intermediate stops and transport connections; where the exact time is not yet determined, the approximate time of departure and return,
 - c) the location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination,
 - d) the meal plan,
 - e) visits, excursions or other services included in the total price of the package,
 - f) 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,
 - g) where the traveller's benefit from other tourist services depends on effective oral communication, the language in which those services will be carried out, and
 - h) whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the traveller's request, precise information on the suitability of the trip or holiday taking into account the traveller's needs;
2. the trading name, address, telephone number and, where applicable, e-mail address of the organiser and, where applicable, of the retailer;
3. the total price of the package inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance of the conclusion of the contract, the type of additional costs which the traveller may still have to bear;
4. the arrangements for payment, including any amount or percentage of the price which is to be paid as a down payment, the timetable for payment of the balance or the financial guarantees to be provided by the traveller;
5. the minimum number of persons required for the package to take place including the time-limit as set out in point 1(a) of Section 10(3),
6. general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination,
7. the traveller's right, in accordance with Section 10(1), to terminate the contract at any time before the start of the package in return for payment of adequate compensation or, where applicable, in return for payment of the standardised compensation fees requested by the organiser,
8. optional or compulsory insurance to cover the cost of termination of the contract by the traveller or the cost of assistance, including repatriation, in the event of accident, illness or death.

(2) For package travel contracts concluded by telephone, the organiser and, where applicable, the retailer shall provide the traveller with the standard information form set out in **Part B of Annex I**, and the information set out in points 1 to 8 of paragraph 1 if these are applicable to the package.

(3) For packages as referred to in point 1(b)(ee) of Section 2(2), both the organiser and the trader to whom the data are transmitted shall provide the traveller with the information set out in points 1 to 8 of paragraph 1, in so far as it is relevant for the respective travel services they offer. The organiser shall also provide, at the same time, the standard information form set out in **Part C of Annex I**.

(4) The information referred to in paragraphs 1, 2 and 3 shall be provided in a clear, comprehensible and prominent manner. Where such information is provided in writing, it shall be legible.

(5) It is incumbent upon the organiser and, where applicable, the retailer to prove that the information obligations in this provision have been fulfilled.

Effect of pre-contractual information on the content of the contract

Section 5(1) The information provided to the traveller pursuant to points 1, 3, 4, 5 and 7 of Section 4(1) shall form part of the package travel contract. Changes shall only be valid if they are expressly agreed upon by the contracting parties. The organiser and, where applicable, the retailer shall communicate all changes to the pre-contractual information to the traveller in a clear, comprehensible and prominent manner before the conclusion of the package travel contract.

(2) If the organiser and, where applicable, the retailer have not fulfilled the obligation to provide information on additional fees, charges and other costs as referred to in point 3 of Section 4(1), the traveller shall not bear these additional fees, charges and other costs.

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

Section 6(1) The package travel contract shall be in plain and intelligible language and, in so far as it is in writing, legible. The organiser or the retailer shall provide the traveller with a copy or a confirmation of the contract on a durable medium at the conclusion of the package travel contract or without undue delay thereafter. 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. With respect to off-premises contracts as defined in point 1 of Section 3 of the Distance Selling and External Business Act, 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.

(2) The contract or confirmation of the contract shall set out the full content of the contract, which shall include all the information referred to in points 1 to 8 of Section 4(1) and the following information:

1. special requirements of the traveller that have become part of the contract,
2. information that the organiser is
 - a) responsible for the proper performance of all travel services included in the contract in accordance with Section 11, and
 - b) obliged to provide assistance if the traveller is in difficulty in accordance with Section 14,
3. the name, contact details and address of the entity in charge of the insolvency protection, and, where applicable, the name and contact details of the competent authority in the Member State concerned,
4. the name, address, telephone number, e-mail address and, where applicable, the fax number of the organiser's local representative, of a contact point or of another service which enables the traveller to contact the organiser quickly and communicate with him easily, to request assistance when the traveller is in difficulty or to complain about any lack of conformity perceived during the performance of the package,
5. information that the traveller is required to communicate any lack of conformity which he perceives during the performance of the package to the organiser without undue delay in accordance with Section 11(2),
6. where a minor, who is unaccompanied by a parent or a person entrusted or charged with the minor's care, travels on the basis of a package travel contract which includes accommodation, information enabling direct contact with the minor or the person responsible for the minor at the minor's place of stay,
7. information on available in-house complaint handling procedures and on alternative dispute resolution mechanisms pursuant to Directive 2013/11/EU on alternative dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC, OJ L 165, 18.06.2013, p. 63, and, where applicable, on the ADR entity by which the trader is covered and on the online dispute resolution platform pursuant to Regulation (EU) No 524/2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC, OJ L 165, 18.06.2013, p. 1,
8. information on the traveller's right to transfer the contract to another traveller in accordance with Section 7.

(3) In the case of packages as defined in point 1(b)(ee) of Section 2(2), the trader to whom the data are transmitted shall inform the organiser of the conclusion of the contract leading to the creation of a package. The trader shall provide the organiser with the information necessary to comply with his obligations as an organiser. As soon as the organiser is informed that a package has been created, the organiser shall provide to the traveller the information referred to in points 1 to 8 of paragraph 2 on a durable medium.

(4) The information referred to in paragraphs 2 and 3 shall be provided in a clear, comprehensible and prominent manner.

(5) The organiser shall, in good time before the start of the package, 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.

(6) It is incumbent upon the organiser and, where applicable, the retailer to prove that the obligations in this provision regarding the contract or the confirmation of the contract and the provision of documents have been fulfilled.

Chapter 3

Transfer of and changes to the package travel contract; Termination of the package travel contract

Transfer of the package travel contract to another traveller

Section 7(1) The traveller may transfer the package travel contract to a person who satisfies all the conditions applicable to that contract. For this purpose, he shall give the organiser reasonable notice of the transfer on a durable medium before the start of the package. 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. The organiser shall inform the transferor about the actual costs of the transfer. Those costs shall not be unreasonable and shall not exceed the actual cost incurred by the organiser due to the transfer of the package travel contract.

(3) The organiser shall provide the transferor with proof of the additional fees, charges or other costs arising

from the transfer of the package travel contract.

Alteration of the price

Section 8(1) After the conclusion of the package travel contract, a price increase shall only be permitted if the contract expressly provides for this possibility and indicates that the traveller is entitled to price reduction under paragraph 4. The package travel contract shall state how price revisions are to be calculated.

(2) A price increase shall, moreover, only be permitted if

1. the organiser notifies the traveller clearly and comprehensibly of it with a justification for that increase and a calculation, on a durable medium at the latest 20 days before the start of the package, and
2. if it is 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 defined in the contract imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or
 - c) the exchange rates applicable to the package.

(3) If the price increase exceeds 8 % of the total price of the package, Section 9(2) to (5) shall apply.

(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 point 2 of paragraph 2 that occurs between the conclusion of the contract and the start of the package.

(5) In the event of a price decrease, the organiser shall be entitled to deduct actual administrative expenses from the refund owed to the traveller. At the traveller's request, the organiser shall provide proof of those administrative expenses.

Other changes to the package travel contract

Section 9(1) Before the start of the package, the organiser may unilaterally change content of the package travel contract other than the price if

1. the organiser has reserved that right in the contract,
2. the change is insignificant, and
3. the organiser informs the traveller of the change in a clear, comprehensible and prominent manner on a durable medium.

(2) If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services as referred to in point 1 of Section 4(1) or cannot fulfil the special requirements of the traveller as referred to in point 1 of Section 6(2) or proposes to increase the price of the package by more than 8 % in accordance with Section 8, the traveller may, within a reasonable period specified by the organiser, accept the proposed change or terminate the contract without paying a termination fee. If the traveller does not give notice within this period of time, the traveller shall be deemed to have accepted the change.

(3) If the traveller terminates the package travel contract in accordance with paragraph 2, the traveller may agree to a substitute package where this is offered by the organiser, if possible of an equivalent or a higher quality. Otherwise, the organiser shall reimburse the traveller all payments made by or on behalf of the traveller without undue delay, and at the latest 14 days after receipt of the notice of termination. Section 12(2) to (5) shall apply mutatis mutandis.

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

1. the proposed changes referred to in paragraph 2 and, where appropriate in accordance with paragraph 5, their impact on the price of the package,
2. the reasonable period within which the traveller has to notify the organiser about his decision pursuant to paragraph 2,
3. the legal consequence of failing to make a declaration referred to in the second sentence of paragraph 2,

and

4. 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.

Termination of the package travel contract before the start of the package

Section 10(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 in accordance with this paragraph, the traveller may be required to pay an appropriate and justifiable termination fee to the organiser. The package travel contract may specify a reasonable, standardised termination fee based on the time between the termination and the intended start of the package and the expected cost savings and income from alternative deployment of the travel services. If the contract does not specify a standardised termination fee, the amount of the termination fee shall correspond to the price of the package minus the cost savings and income from alternative deployment of the travel services. At the traveller's request, the organiser shall provide a justification for the amount of the termination fee.

(2) Notwithstanding the right to terminate the contract in accordance with paragraph 1, the traveller may terminate the contract before the start of the package without paying a 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. If the traveller terminates the contract in accordance with this paragraph, the traveller shall be entitled to a full refund of any payments made for the package, but shall not be entitled to additional compensation.

(3) The organiser may terminate the package travel contract before the start of the package in return for a full refund of any payments made for the package, but without paying additional compensation

1. if the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organiser's termination notice is received by the traveller within the period fixed in the contract, but not later than
 - a) 20 days before the start of the package in the case of trips lasting more than six days,
 - b) seven days before the start of the package in the case of trips lasting between two and six days,
 - c) 48 hours before the start of the package in the case of trips lasting less than two days, or
2. if the organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances his termination notice is received by the traveller without undue delay, but at the latest before the start of the package.

(4) The organiser shall, in the event of the contract being terminated in accordance with the above paragraphs, provide the traveller with a refund for any payments made by or on behalf of the traveller. In the event of the contract being terminated in accordance with paragraph 1, the payments shall be reimbursed minus the compensation referred to in this provision. Such refunds or reimbursements shall be made without undue delay, but not later than 14 days after receipt of the termination notice.

Chapter 4

Performance of the package; Warranty; Compensation for damages

Performance of the package

Section 11(1) The organiser shall be responsible for the performance of all travel services stipulated in the package travel contract, irrespective of whether the contract states those services are to be carried out by the organiser or by other travel service providers.

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

(3) If any of the travel services contractually agreed upon are not performed or are improperly performed, the organiser shall rectify the lack of conformity unless that is impossible or would entail disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected.

(4) If, in violation of its obligation pursuant to paragraph 3, the organiser does not rectify the lack of conformity within a reasonable period set by the traveller, the traveller may remedy it himself and request reimbursement of the necessary expenses. It shall not be necessary for the traveller to specify a time-limit if the organiser refuses to rectify the lack of conformity or if immediate remedy is required.

(5) Where a significant proportion of the specified travel services cannot be provided as agreed in the contract, the organiser shall offer, at no extra cost to the traveller, suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract, for the continuation of the package, including where the traveller's return to the place of departure is not provided as agreed in the contract. Where the alternative arrangements offered by the organiser result in a package of lower quality than that specified in the contract, the organiser shall grant the traveller an appropriate price reduction. The traveller may reject the proposed alternative arrangements only if they are not comparable to what was agreed in the package travel contract or the price reduction granted is inadequate.

(6) Where a lack of conformity substantially affects the performance of the package and the organiser does not rectify the lack of conformity within a reasonable period set by the traveller, the traveller may terminate the package travel contract without paying a termination fee and, where appropriate, make claims in accordance with Section 12. If it is impossible to make alternative arrangements as referred to in paragraph 5 or the traveller rejects proposed alternative arrangements in accordance with the final sentence of paragraph 5, the traveller is, where appropriate, entitled to make a claim in accordance with Section 12 without terminating the package travel contract. If the package includes the carriage of passengers, the organiser shall, in the cases referred to in this paragraph, also provide repatriation of the traveller with equivalent transport without undue delay and at no extra cost to the traveller.

(7) As long as it is impossible to ensure the traveller's return as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the organiser shall bear the cost of necessary accommodation for the traveller, if possible of equivalent category, for a period not exceeding three nights. If longer periods are provided for in Union passenger rights legislation applicable to the relevant means of transport for the passenger's return, those periods shall apply.

(8) The limitation of costs referred to in paragraph 7 shall not apply to persons with reduced mobility, as defined in Article 2(a) of Regulation (EC) No 1107/2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air, OJ L 204, 26.07.2006, p. 1, and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided

that the organiser has been notified of the particular needs of these persons at least 48 hours before the start of the package. The organiser may not invoke unavoidable and extraordinary circumstances to limit its liability to bear costs under paragraph 7 if the relevant transport provider may not rely on such circumstances under Union legislation.

Price reduction and compensation for damages

Section 12(1) The traveller shall be entitled to an appropriate price reduction for any period of the package affected by a lack of conformity, unless the organiser proves that the lack of conformity is attributable to the traveller.

(2) The traveller shall be entitled to receive appropriate compensation from the organiser for any damage which the traveller sustains as a result of any lack of conformity. Where the lack of conformity is substantial, the compensation for damages shall also cover appropriate compensation for loss of enjoyment of the trip or holiday. Failure to inform the organiser of a perceived lack of conformity in accordance with Section 11(2) may be considered contributory negligence (Section 1304 of the Austrian Civil Code). Compensation shall be paid without undue delay.

(3) The traveller shall not be entitled to compensation for damages if the organiser proves that the lack of conformity is

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

(4) In so far as international conventions binding the European Union limit the extent of or the conditions under which compensation is to be paid by a provider carrying out a travel service included in the package travel contract, the same limitations shall apply to the organiser. The compensation to be paid by the organiser may not be limited in the contract in advance.

(5) Any right to price reduction or compensation under this Federal Act shall not affect the rights of travellers under Regulation (EC) No 261/2004 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, OJ L 46, 17.02.2004, p. 1, Regulation (EC) No 1371/2007 on rail passengers' rights and obligations, OJ L 315, 3.12.2007, p. 14, Regulation (EC) No 392/2009 on the liability of carriers of passengers by sea in the event of accidents, OJ L 131, 28.05.2009, p. 24, Regulation (EU) No 1177/2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No 2006/2004, OJ L 334, 17.12.2010, p. 1, and Regulation (EU) No 181/2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004, OJ L 55, 28.02.2011, p. 1, and under international conventions. Travellers shall be entitled to present claims under this Federal Act and under those Regulations and international conventions. Any compensation or price reduction granted under this Federal Act shall, however, be offset against the entitlement to compensation or price reduction under the said Regulations or international conventions, and vice versa, in order to avoid overcompensation of the traveller.

(6) Provisions which stipulate a limitation period of less than two years for travellers to introduce claims to price reduction or compensation are in any event invalid.

Possibility to contact the organiser via the retailer

Section 13 The traveller may address messages, requests or complaints in relation to the performance of the contractually agreed travel services directly to the retailer through which the traveller concluded the package travel contract. The retailer shall forward these messages, requests or complaints to the organiser without undue delay. For the purpose of compliance with time-limits, receipt of a declaration by the traveller relating to such messages, requests or complaints by the retailer shall also be considered receipt by the organiser.

Obligation to provide assistance

Section 14(1) The organiser shall give appropriate assistance without undue delay to the traveller in difficulty, including in the circumstances outlined in Section 11(7), in particular by

1. providing appropriate information on health services, local authorities and consular assistance, and
2. assisting the traveller to make distance communications and helping the traveller to find alternative travel arrangements.

(2) The organiser shall be able to charge a reasonable fee for such assistance if the difficulty is caused intentionally by the traveller or through the traveller's negligence. That fee shall not exceed the costs incurred by the organiser.

Chapter 5

Linked travel arrangements

Information requirements

Section 15(1) Before the traveller is bound by any contract leading to the creation of a linked travel arrangement (Section 2(5)) or the corresponding contractual declaration, the trader facilitating linked travel

arrangements shall state in a clear, comprehensible and prominent manner that the traveller

1. will not benefit from any of the rights applying exclusively to packages and that each service provider will be solely responsible for the proper contractual performance of his service, and
2. will benefit from insolvency protection in accordance with Austrian legislation relating to the transposition of Article 19(1) in conjunction with Article 17 of Directive (EU) 2015/2302 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU and repealing Directive 90/314/EEC, OJ L 326, 11.12.2015, p. 1.

(2) In order to fulfil the information requirement under paragraph 1, the trader shall use the relevant standard information form set out in Annex II where the particular type of linked travel arrangement is covered by one of these forms.

(3) Where the trader facilitating linked travel arrangements has not complied with the requirements set out in paragraphs 1 and 2 and in the Austrian legislation relating to the transposition of Article 19(1) in conjunction with Article 17 of Directive (EU) 2015/2302, the rights and obligations laid down in Section 7 and Section 10 to Section 14 shall apply in relation to the travel services included in the linked travel arrangement where they are governed by Austrian law.

(4) Paragraphs 1 to 3 shall also apply to traders not established in a Member State of the European Union or in a country which is a signatory to the Agreement on the European Economic Area but which direct their activities for facilitating linked travel arrangements to such a Member State or signatory country.

(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 6

Supplementary provisions

Specific obligations of the retailer where the organiser is established outside the European Economic Area

Section 16 Where the organiser is established outside the European Economic Area, the obligations laid down for organisers in Section 4 shall also apply to the retailer, provided that the retailer is established in a Member State of the European Union or another country which is signatory to the Agreement on the European Economic Area, unless the retailer provides evidence that the organiser complies with those provisions.

Liability for booking errors

Section 17 Organisers, retailers, traders facilitating linked travel arrangements and traders providing travel services shall be liable for any errors due to technical defects in the booking system which are attributable to them. Where such a trader has agreed to arrange the booking of a package or of travel services which are part of linked travel arrangements, the trader shall also be liable for errors made during the booking process. A trader shall not be liable for booking errors which are attributable to the traveller or which are caused by unavoidable and extraordinary circumstances.

Right of regress

Section 18 Where the organiser or, in accordance with Section 16, the retailer pays compensation, grants price reduction or meets the other obligations incumbent on him under this Federal Act, the organiser or retailer shall be able to seek regress from any third parties which contributed to the event triggering compensation, price reduction or other obligations in accordance with the general principles of torts and warranties.

Chapter 7

Penalties and final provisions

Penalties

Section 19 Unless the offence is subject to the threat of a stricter penalty under other administrative penalty provisions, a trader shall be deemed to have committed an administrative offence and shall be subject to a penalty in the form of a fine of up to EUR 1 450 if the trader

1. gives false information as part of the pre-contractual information provided in accordance with Section 4(1) to (3), Section 6(3) or Section 15(1) and (4), or does not comply with or not fully comply with the information requirements set out in Section 4(1) to (3) or Section 15(5),
2. violates any of the requirements set out in Section 4, Section 5(1), Section 6(3) and (4), Section 9(4) or Section 15(1), (2) and (4) regarding the manner in which information is provided,
3. does not provide the traveller with a copy or confirmation of the contract in accordance with the requirements set out in Section 6(1),
4. does not include all the information required under Section 6(2) or includes false information in a package travel contract,
5. fails to provide the traveller with the required documents pursuant to Section 6(5),
6. does not provide information relating to the costs of the transfer of the package travel contract in accordance with Section 7(2),
7. fails to provide the transferor with proof of the additional fees, charges or other costs in accordance with

- Section 7(3),
8. does not provide information relating to the alteration of the package travel contract in accordance with Section 8 or Section 9,
 9. violates the obligation to provide a refund set out in Section 9(3) or Section 10(4),
 10. fails to forward the traveller's messages, requests or complaints in accordance with Section 13,
 11. fails to give assistance to the traveller in accordance with Section 14(1).

Entry into force; Transitional provision

Section 20 This Federal Act shall enter into force on 1 July 2018 and shall apply to contracts for packages and linked travel arrangements concluded with effect from that date.

Execution

Section 21 The Federal Minister for Justice is shall be entrusted with the execution of this Federal Act.

Note on transposition

Section 22 This Federal Act shall transpose Directive (EU) 2015/2302 on package travel and linked travel arrangements, amending Regulation (EC) 2006/2004 and Directive 2011/83/EU and repealing Directive 90/314/EEC, OJ L 326, 11.12.2015, p. 1.

Article 2

Amendment of the Consumer Protection Act

The Consumer Protection Act, BGBI. No 140/1979, most recently amended by Federal Act BGBI. I No 35/2016, shall be amended as follows:

1. In Section 3(3) the word 'or' at the end of point 2 and the full stop at the end of point 3 shall be replaced by a comma.
2. In Section 5a(2), point 9 shall state the following:

'9. On packages within the meaning of point 2 of Article 3 of Directive 2015/2302 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU and repealing Directive 90/314/EEC, OJ L 326, 11.12.2015, p. 1.'
3. The expressions 'at a distance' [*'im Fernabsatz'*] (Section 5a) and 'of Section 5c to Section 5i and Section 31a as well as' [*'der Section 5c bis 5i und 31a sowie'*] shall be omitted from point 3 of Section 13a(1).
4. In Section 28a(1) the expression 'package travel arrangements' [*'Pauschalreisevereinbarungen'*] shall be replaced by the expression 'package travel contracts and contracts facilitating linked travel arrangements' [*'Pauschalreiseverträgen und Verträgen über die Vermittlung verbundener Reiseleistungen'*].
5. Section 31b to Section 31f shall be repealed.
6. The following paragraph 32 shall be added to Section 41a:

'(32) Section 3(3), point 9 of Section 5a(2), point 3 of Section 13a(1) and Section 28a(1) as amended by Federal Act BGBI. I No 50/2017 and the repeal of Section 31b to Section 31f shall enter into force on 1 July 2018. Section 31b to Section 31f shall continue to apply to contracts on travel services concluded before 1 July 2018.'

Article 3

Amendment of the Distance Selling and External Business Act

The Distance Selling and External Business Act, BGBI. I No 33/2014, as amended by the publication BGBI. I No 83/2015, shall be amended as follows:

1. In Section 1(2) point 8 shall state the following:

'8. On packages within the meaning of point 2 of Article 3 of Directive (EU) 2015/2302 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU and repealing Directive 90/314/EEC, OJ L 326, 11.12.2015, p. 1.'
2. The following paragraph 3 shall be added to Section 9:

'(3) Paragraphs 1 and 2 shall also apply to the contracts referred to in point 8 of Section 1(2).'
3. In point 2 of Section 19 the expression 'distribution of information' [*'Informationsverteilung'*] shall be replaced by the expression 'provision of information' [*'Informationserteilung'*].
4. The following paragraph 3 shall be added to Section 20:

'(3) Point 8 of Section 1(2) and Section 9(3) as amended by Federal Act BGBI. I No 50/2017 shall enter into force on 1 July 2018.'

Article 4

Amendment of the Consumer Authorities Cooperation Act

The Consumer Authorities Cooperation Act, BGBI. I No 148/2006, most recently amended by Federal Act BGBI. I No 105/2015, shall be amended as follows:

1. In the Annex, point 1(c) shall state the following:

‘c) Directive (EU) 2015/2302 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU and repealing Directive 90/314/EEC, OJ L 326, 11.12.2015, p. 1, in so far as this Directive does not cover the areas referred to in point 3(c).’

2. In the Annex, point 3(c) shall state the following:

‘c) Directive (EU) 2015/2302 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU and repealing Directive 90/314/EEC, OJ L 326, 11.12.2015, p. 1, in so far as this Directive also covers commercial information obligations and the safeguarding of travellers’ claims;’

3. The following paragraph 4 shall be added to Section 14:

‘(4) Point 1(c) and point 3(c) of the Annex as amended by Federal Act BGBI. I No 50/2017 shall enter into force on 1 July 2018.’

Van der Bellen

Kern