

OFFICIAL STATE GAZETTE

No 312

Thursday, 27 December 2018

Section I. Page. 127305

I. GENERAL PROVISIONS

STATE EXECUTIVE

17769 *Royal Decree-Law No 23/2018 of 21 December 2018 transposing directives on trade marks, rail transport, and package travel and linked travel arrangements.*

I

The timely transposition of European Union directives is now one of the priority objectives laid down by the European Council. The European Commission submits regular reports to the Competitiveness Council, which are accorded significant political importance, since they are used to measure the effectiveness and credibility of the Member States in implementing the internal market.

It is even more of a priority to fulfil this objective now, given the arrangements put in place by the Treaty of Lisbon, which amends the Treaty on European Union and the Treaty establishing the European Community, concerning the failure to transpose directives on time, whereby the Commission can request the Court of Justice of the European Union to impose significant economic penalties by means of accelerated procedures (Article 260(3) of the Treaty on the Functioning of the European Union – TFEU).

Spain has consistently fulfilled the requirements to transpose directives by the set deadlines ever since such deadlines began to be imposed. However, at present, the transposition of some directives, which require a legal act with the status of a law for incorporation into Spanish law, has been delayed, meaning that there is a risk of a fine under the provisions of the above-mentioned Article 260(3) TFEU.

In view of the seriousness of the consequences that would arise should the delays in incorporating these directives into Spanish law continue to build up, a royal decree-law must be approved in order to transpose these directives, which would allow the infringement procedures launched by the European Commission to be closed.

Finally, with regard to the ‘infringement procedures against the Kingdom of Spain’, it should be noted that, in spite of the optional nature provided for in Article 260(3) TFEU, the Commission announced in its Communication of 13 December 2016 ‘EU law: Better results through better application’ that a different approach would be taken whereby a lump sum would systematically be requested. The logical consequence of the lump-sum-payment approach is that, in cases where a Member State rectifies the infringement by transposing the directive in the course of the court proceedings, the Commission will no longer withdraw its action for that reason alone.

As a transitional provision, the Commission stated that it would not apply this new approach to procedures where the letter of formal notice was issued before the publication of the above-mentioned Communication in the Official Journal of the European Union, which took place on 19 January 2017. Consequently, there is an extraordinary and urgent need to transpose those directives for which infringement procedures have been launched before the

case is brought before the Court of Justice, to avoid legal proceedings that would result in a judgment declaring that the Kingdom of Spain had failed to meet its obligations under European Union law. As regards the directives that must be transposed imminently, there is an extraordinary and urgent need to incorporate them into Spanish law immediately, in order to avoid infringement proceedings that would result in a fine.

With regard to the use of a royal decree-law for transposition, it should be noted that the Constitutional Court, in Judgment 1/2012 of 13 January 2012, found that there were circumstances justifying the extraordinary and urgent need provided for under Article 86(1) of the Constitution when there was ‘a clear delay in transposition’ and the existence of ‘infringement procedures against the Kingdom of Spain’.

The statement of reasons below will set out the reasons justifying the extraordinary and urgent need to transpose the various directives in each of the cases covered by this royal decree-law.

IV

Title III, which covers Article 4, contains the amendments resulting from the transposition of Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC.

The recast General Law for the Protection of Consumers and Users and other complementary laws approved by Royal Legislative Decree 1/2007 of 16 November 2007 recast into a single text General Law 26/1984 for the Protection of Consumers and Users of 19 July 1984 and the regulations transposing EU directives on consumer and user protection governing aspects regulated by the said Law, including Law 21/1995 of 6 July 1995 regulating package holidays transposing into Spanish law Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours, which resulted in the inclusion of a Book Four in the recast text.

Subsequently, changes in consumer shopping habits, especially the move towards booking holidays online, led to the adoption of Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC, which, *inter alia*, extends the protection granted to travellers, including through these new booking methods, increases transparency, removes ambiguities and closes existing legislative gaps.

This royal decree-law amends the recast General Law for the Protection of Consumers and Users and other complementary laws, in order to transpose into Spanish law Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015.

As regards the royal decree-law's main amendments, reference must be made to the amendment to its scope and the harmonised definitions. The legislation now protects the traveller, which is a much broader concept than that of consumer, and the scope of the concept of 'package' is extended, which covers many travel products for which there was no clear legal definition or which were not clearly covered by the previous legislation.

In addition, the concept of a 'linked travel arrangement' has been introduced, where online or high street traders facilitate the procurement of travel services by travellers leading the traveller to conclude contracts with different travel services providers, including through linked booking processes. Such services represent an alternative business model to packages. Therefore, the royal decree-law also lays down what obligations must be met by these traders, even though the scope of these obligations is less than that laid down for packages.

With regard to the new regulation, in the case of both packages and linked travel arrangements, there must be a combination of specific travel services for them to be defined as such. Accordingly, travel services that form an integral part of other services, such as, for instance, the transport of luggage provided as part of the carriage of passengers or transfers between a hotel and an airport or a railway station, should not be considered as travel services in their own right. Only the combination of different types of travel services, such as accommodation, carriage of passengers by bus, rail, water or air, as well as rental of motor vehicles or certain motorcycles, should be considered for the purposes of identifying a package or a linked travel arrangement.

TITLE III

Transposal of the EU Directive on package travel and linked travel arrangements

Article Four. *Amendment to the recast General Law on the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007.*

The recast General Law on the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007, is amended as follows:

One. Article 93(g) is amended and shall read as follows:

‘g) Contracts for packages under Article 151(1)(b), except Article 98(2) and (6).’

Two. Book Four is amended and shall read as follows:

‘BOOK FOUR

Package travel and linked travel arrangements

TITLE I

General Provisions

CHAPTER I

Scope and Definitions

Article 150. *Scope.*

1. This book shall apply, under the terms laid down therein, to the offer, procurement and performance of packages and linked travel arrangements defined in Article 151 below.

2. The regulations laid down in this book shall not apply to:

a) Packages and linked travel arrangements lasting less than twenty-four hours, unless they include accommodation.

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. Package organisers or, where appropriate, retailers, as well as traders providing linked travel arrangements, shall not be exempt from the obligations laid down in this book, even if they declare that they act solely as providers of a travel service, as intermediaries or in any other capacity, or that the services they provide do not constitute a package or linked travel arrangements.

Article 151. *Definitions.*

1. For the purposes of applying this book, the following definitions shall apply:

a) 'Travel service' means:

1. Carriage of passengers.
2. Accommodation which is not an integral part of carriage of passengers and is not for a residential purpose;
3. Rental of cars, other motor vehicles within the meaning of Article 2.21 of Royal Decree 750/2010 of 4 June 2010 regulating the type-approval procedures for motor vehicles and their trailers, self-propelling or towed machinery, agricultural vehicles and systems and parts of such vehicles or motorcycles requiring a Category A driving licence in accordance with Article 4.2(d) of Royal Decree 818/2009 of 8 May 2009 approving the General Regulation for Drivers.
4. Any other tourist service not forming an integral part of a travel service within the meaning of paragraphs 1 to 3 above.

b) 'Package' means: a combination of at least two different types of travel services for the purpose of the same trip or holiday, if:

1. 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
2. Irrespective of whether separate contracts are concluded with individual travel service providers, those services are:

- i) purchased from a single point of sale and those services have been selected before the traveller agrees to pay,
- ii) offered, sold or charged at an inclusive or total price,
- iii) advertised or sold under the term 'package' or under a similar term,
- iv) 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, or
- v) 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 another contract with the latter trader or traders is concluded at the latest twenty-four hours after the confirmation of the booking of the first travel service.

A combination of travel services where not more than one type of travel service as referred to in paragraphs 1, 2 or 3 of letter (a) is combined with one or more tourist services as referred to in paragraph 4 is not a package if the latter services do not account for twenty-five per cent or more of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination, or are selected and purchased only after the performance of a travel service as referred to in paragraphs 1, 2 or 3 has started.

c) '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.

d) 'Start of the package' means: the beginning of the performance of travel services included in the package.

e) 'Linked travel arrangement' means: at least two different types of travel services purchased for the purpose of the same trip or holiday, which, not constituting a package, give rise to the conclusion of different contracts with each of the individual providers of travel services, if a trader facilitates:

1. On the occasion of a single visit or contact with his point of sale, the separate selection and separate payment of each travel service by travellers; or
2. 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 twenty-four hours after the confirmation of the booking of the first travel service.

When at least one of the travel services referred to in paragraphs 1, 2 or 3 of letter (a) is purchased alongside one or more tourist services referred to in paragraph 4, this shall not constitute a linked travel arrangement if the latter services do not account for twenty-five per cent or more of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the trip or holiday.

f) 'Traveller' means: any person who is seeking to conclude a contract, or is entitled to travel on the basis of a contract concluded pursuant to this book.

g) 'Organiser' means: a trader who combines and sells or offers for sale packages, either directly or through another trader or together with another trader, or the trader who transmits the traveller's data to another trader in accordance with paragraph (b)(2)(v)

h) 'Retailer' means: a trader other than the organiser who sells or offers for sale packages combined by an organiser.

i) 'Establishment' means: the definition set out in Article 3.5 of Law 17/2009 of 23 November 2009 on free access to service activities and the exercise thereof.

j) 'Unavoidable and extraordinary circumstances' means: 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.

k) 'Lack of conformity' means: a failure to perform or improper performance of the travel services included in a package.

l) 'Minor' means: a person below the age of 18 years.

m) 'Point of sale' means: any retail premises, whether movable or immovable, 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.

n) 'Repatriation' means : the traveller's return to the place of departure or to another place the contracting parties agree upon.

2. For the purposes of this book, trader shall mean, without prejudice to the definition laid down in Article 4, the person who deals with travellers in the high street or online, whether acting as the organiser, retailer or trader who facilitates linked travel arrangements or the provider of travel services.

CHAPTER II

Common provisions concerning liability

Article 152. *Liability for booking errors.*

The trader shall be liable for any errors due to technical defects in the booking system which are attributable to him and for the errors made during the booking process where the trader has agreed to arrange the booking of a package or of travel services which are part of linked travel arrangements.

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

TITLE III

Packages

CHAPTER I

Obligations concerning information and the content of the package contract

Article 153. *Pre-contractual information.*

1. Before the traveller is bound by any package travel contract or any corresponding offer, the organiser and also the retailer, when the package is sold by the latter, shall provide the traveller with the form with the standard information concerning the package indicated in Annex II, A or B, as well as the following information applicable to the package:

a) The main characteristics of the travel services are indicated below:

- 1) The travel destination(s), itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included.
- 2) 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 traveller shall be informed of the approximate time of departure and return.
3. The location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination.
4. The meal plan.
5. The visits, excursion(s) or other services included in the total price agreed for the package.
6. 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.
7. Where the traveller's benefit from other tourist services depends on effective oral communication, the language in which those services will be carried out.
8. Upon the traveller's request, whether the trip or holiday is generally suitable for persons with reduced mobility, and 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 numbers and e-mail addresses.

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 160(3)(a), before the start of the package for the possible cancellation 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 for the trip and the stay in 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 organiser, in accordance with Article 160(1).

h) Information on taking out optional 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.

i) Information required by legislation in force on the protection of personal data.

For package travel contracts concluded by telephone, the traveller shall be provided with the standard information set out in Annex II.B and the information set out in points (a) to (h) of this paragraph.

2. With reference to packages as defined in Article 151(1)(b)(2)(v), the organiser and the trader 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 points (a) to (h) inclusive of the paragraph above, 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 by means of the form set out in Annex II.C.

3. The information referred to in paragraphs 1 and 2 shall be provided to the traveller, at least, in Spanish, and in a clear, comprehensible and prominent manner, and, when provided in writing, legible.

Article 154. Binding character of the pre-contractual information.

1. The information provided to the traveller pursuant to Article 153(1)(a), (c), (d), (e) and (g) shall form an integral part of the package travel contract and shall not be altered unless the contracting parties expressly agree otherwise. 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, before the conclusion of the contract, the organiser and, where applicable, the retailer has not complied with the information requirements on additional fees, charges or other costs laid down in Article 153(1)(c), the traveller shall not bear those fees, charges or other costs.

Article 155. Content of the package travel contract and documents to be supplied before the start of the trip.

1. Package travel contracts shall be drafted 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 organiser or, where applicable, the retailer 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.

With respect to off-premises contracts, 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 package travel contract or confirmation of the contract shall set out the full content of the agreement, including all the information referred to in Article 153(1) and the following information:

a) Special requirements of the traveller which the organiser has accepted.

b) Information that the organiser and the retailer are responsible for the proper performance of all travel services included in the contract in accordance with Article 161 and are obliged to provide assistance if the traveller is in difficulty in accordance with Article 163(2).

c) The name of the entity in charge of the insolvency protection, the name of the entity guaranteeing performance of the package travel contract and its contact details, including its geographical address, in a summary or certified document, and, where applicable, the name of the competent authority designated for that purpose and its contact details.

d) The name, full address, telephone number, e-mail address and, where applicable, the fax number of the local representative of the organiser or, where applicable, the retailer, of a contact point or of another service which enables the traveller, if he so chooses, to contact the organiser quickly and communicate with them 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 161(2).

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 Law 7/2017 of 2 November 2017 incorporating into Spanish law Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes, 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 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.

h) Information on the traveller's right to transfer the contract to another traveller in accordance with Article 157.

3. With reference to packages as defined in Article 151(1)(b)(2)(v) of Article 151(1), 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 the package has been created, the organiser shall provide to the traveller all the information referred to in paragraph 2 above 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. In good time before the start of the package, the organiser or, where applicable, the retailer 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.

Article 156. *Burden of proof.*

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

CHAPTER II

Changes to the contract before the start of the package

Article 157. *Transfer of the package travel contract to another traveller.*

1. The traveller may transfer the package travel contract to a person who satisfies all the conditions applicable to that contract.

2. The transfer must be communicated in advance to the organiser or, where applicable, the retailer on a durable medium, with at the latest seven days' notice before the start of the package.

3. The transferor of the 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 or, where applicable, the retailer, shall inform the transferor about the actual costs of the transfer. Those costs shall not be unreasonable and, in any event, shall not exceed the actual cost incurred by the organiser and the retailer due to the transfer of the contract.

4. The organiser and, where applicable, the retailer, shall provide the transferor with proof of the additional fees, charges or other costs arising from the transfer of the contract.

Article 158. *Alteration of the price.*

1. After the conclusion of the contract, prices may be increased only if the contract expressly reserves that possibility and states that the traveller is entitled to a price reduction under paragraph 4. In that event the 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, fees and charges, landing taxes or embarkation or disembarkation fees at ports and airports; or
- c) the currency exchange rates relevant to the package.

2. If the price increase referred to in the previous paragraph exceeds eight per cent of the total price of the package, the provisions of Article 159(2) to (5) shall apply.

3. Irrespective of its extent, a price increase shall be possible only if the organiser or, where applicable, the retailer notifies the traveller clearly and comprehensibly of it with a justification for that increase and a calculation, on a durable medium at the latest twenty days before the start of the package.

4. If the 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), (b) and (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 organiser and, where applicable, the retailer shall have the right to deduct actual administrative expenses from the refund owed to the traveller. At the traveller's request, the organiser and, where applicable, the retailer shall provide proof of those administrative expenses.

Article 159. *Alteration of other contract terms.*

1. The organiser may not unilaterally change contract terms before the start of the package, other than the price in accordance with Article 158, unless that right has been reserved in the contract, the change is insignificant and the organiser himself or, where applicable, the retailer 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 Article 153(1)(a), cannot fulfil any of the special requirements as referred to in Article 155(2)(a), or proposes to increase the price of the package by more than eight per cent in accordance with Article 158(2), 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 terminates the package travel contract, the traveller may accept a substitute package where this is offered by the organiser or, where applicable, the retailer, if possible of an equivalent or a higher quality.

3. The organiser or, where applicable, the retailer 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 paragraph 2 and, where appropriate in accordance with paragraph 4, their impact on the price of the package.

b) A reasonable period within which the traveller has to provide notification of his decision pursuant to paragraph 2.

c) An indication that if the traveller does not notify his decision within the period set out in paragraph b) above, it shall be understood that he has decided to terminate the contract without any penalty.

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

4. Where the changes to the package travel contract or the substitute package result in a package of lower quality or cost, the traveller shall be entitled to an appropriate price reduction.

5. If the package travel contract is terminated by the traveller before the start of the package, pursuant to paragraph 2, without payment of a penalty or without the traveller accepting a substitute package, the organiser, or, where applicable, the retailer shall refund all payments made by or on behalf of the traveller without undue delay and in any event not later than fourteen days after the contract is terminated. To this end, Article 162(2) to (5) shall apply.

CHAPTER III

Termination of the package travel contract

Article 160. *Termination, cancellation and the right of withdrawal before the start of the package.*

1. The traveller may, at any time before the start of the package, terminate the contract, in which case the organiser or, where applicable, the retailer may require the traveller to pay an appropriate and justifiable termination fee to the organiser or retailer. The contract may specify reasonable standardised termination 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 fees, 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. The organiser or, where applicable, the retailer shall provide a justification for the amount of the termination fees.

2. Notwithstanding the above, 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, the traveller shall have the right to terminate the contract before the start of the

package without paying any termination fee. In this case, 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 or, where applicable, the retailer may cancel 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, if:

a) The number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organiser or, where applicable, the retailer notifies the traveller of the cancellation of the contract within the period fixed in the contract, but not later than:

1. Twenty calendar days before the start of the package in the case of trips lasting more than six days,

2. Seven calendar days before the start of the package in the case of trips lasting between two and six days;

3. Forty-eight hours before the start of the package in the case of trips lasting less than two days, or

b) The organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveller of the cancellation of the contract without undue delay before the start of the package.

4. The organiser or, where applicable, the retailer shall provide any refunds required under paragraphs 2 and 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the appropriate termination fee. Such refunds or reimbursements shall be made to the traveller without undue delay and in any event not later than fourteen calendar days after the package travel contract is terminated.

5. With respect to off-premises contracts, the traveller shall have the right to withdraw from the package travel contract within a period of fourteen days without giving any reason.

CHAPTER IV

Performance of the package

Article 161. *Responsibility for the performance of the package and the right of redress.*

1. The package organisers and retailers are jointly responsible, in relation to the traveller, for the proper performance of the travel services included in the package travel contract, irrespective of whether they or other travel service providers are to perform those services.

The entity with responsibility towards the traveller shall have the right of recourse to the trader to whom the non-performance or improper performance of the contract can be attributed on the basis of part of the package managed by that party.

When an organiser or retailer pays compensation, grants a price reduction or meets the other obligations incumbent on him under this law, he may seek redress from any third parties which contributed to the event triggering the compensation, price reduction or other obligations.

2. The traveller shall inform the organiser or, where applicable, the retailer, 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 contract.

3. If any of the travel services included in the package are not performed in accordance with the contract, the organiser and, where applicable, the retailer shall remedy the lack of conformity, unless that is impossible or entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected. If the lack of conformity is not remedied in accordance with this paragraph, Article 162 shall apply.

4. Without prejudice to the exceptions laid down in the previous paragraph, if the organiser or retailer 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 organiser or, where applicable, the retailer refuses to remedy the lack of conformity or if immediate remedy is required.

5. Where a significant proportion of the travel services cannot be provided as agreed in the package travel contract, the organiser or, where applicable, the retailer 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.

If the proposed alternative arrangements result in a package of lower quality than that specified in the contract, the organiser or, where applicable, the retailer 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 or, where applicable, the retailer has failed to remedy it within a reasonable period set by the traveller, the traveller may terminate the contract without paying a fee and, where appropriate, request both a price reduction and compensation for damages, in accordance with Article 162.

If it is impossible to make alternative arrangements or the traveller rejects the proposed alternative arrangements in accordance with the third subparagraph of paragraph 5, the traveller is, where appropriate, entitled to both a price reduction and compensation for damages in accordance with Article 162 without terminating the package travel contract.

If the package includes the carriage of passengers, the organiser and, where applicable, the retailer shall, in the cases referred to in the two previous paragraphs, 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 contract because of unavoidable and extraordinary circumstances, the organiser or, where applicable, the retailer 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

European passenger rights legislation applicable to the relevant means of transport for the traveller's return, those periods shall apply.

8. The limitation of costs referred to above shall not apply to persons with reduced mobility, as defined in Article 2(a) 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, or any person accompanying them, pregnant women or unaccompanied minors, or persons in need of specific medical assistance, provided that the organiser or, where applicable, the retailer has been notified of their particular needs at least forty-eight hours before the start of the package. The organiser and the retailer may not invoke unavoidable and extraordinary circumstances to limit the liability under paragraph 7 if the relevant transport provider cannot rely on such circumstances under applicable European legislation.

Article 162. Price reduction and compensation for damages.

1. The traveller shall be entitled to an appropriate price reduction for any period during which there was lack of conformity, unless the organiser or retailer proves that the lack of conformity is attributable to the traveller.

2. The traveller shall be entitled to receive appropriate compensation from the organiser or, where applicable, the retailer 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 organiser or, where applicable, the retailer, proves that the lack of conformity is:

a) Attributable to the traveller,

b) Attributable to a third party unconnected with the provision of the travel services included in the contract and is unforeseeable or unavoidable, or

c) Due to unavoidable and extraordinary circumstances.

4. Insofar 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 which is part of a package, the same limitations shall apply to the organiser and the retailer. In other cases, the contract may limit the compensation to be paid by the organiser or retailer 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.

5. Any right to compensation or price reduction under this law shall not affect the rights of travellers under:

a) 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.

b) Regulation (EC) 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations.

c) 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.

d) 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.

e) 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.

f) International conventions.

Travellers shall be entitled to present claims under this law and under those Regulations and international conventions. Compensation or price reduction granted under this law and the compensation or price reduction granted under those Regulations and international conventions shall be deducted from each other in order to avoid overcompensation.

Article 163. Possibility to contact the organiser via the retailer and obligation to provide assistance.

1. The traveller may address messages, requests or complaints in relation to the performance of the package directly to the retailer through which it was purchased. The retailer shall forward those messages, requests or complaints to the organiser without undue delay. For the purpose of compliance with time-limits or limitation periods, receipt of the messages, requests or complaints by the retailer shall be considered as receipt by the organiser.

2. The organiser and the retailer shall give appropriate assistance without undue delay to the traveller in difficulty, especially in the event of unavoidable and extraordinary circumstances, in particular by:

a) Providing appropriate information on health services, local authorities and consular assistance, and

b) Assisting the traveller to make distance communications and helping the traveller to find alternative travel arrangements.

The organiser and, where applicable, the retailer 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 organiser or the retailer.

CHAPTER V

Guarantees

Article 164. Effectiveness and scope of the guarantee against insolvency.

1. Package organisers and retailers established in Spain shall be obliged to provide security and adapt it as necessary. This security may be provided by creating a guarantee fund, insurance scheme or other financial guarantee, under the terms and conditions laid down by the competent administration. If the carriage of passengers is included in the package travel

contract, security shall be provided for the travellers' repatriation and continuation of the package may be offered. The security requirement shall in any event be subject to the provisions of Law 20/2013 of 9 December 2013 guaranteeing the unity of the market.

Organisers and retailers not established in a Member State of the European Union which sell or offer for sale packages in Spain, or which by any means direct such activities to Spain, shall also be obliged to provide this security.

2. The security 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 organiser's insolvency. The necessary cover may be calculated on the basis of the most recent business data, for instance the turnover in packages achieved in the last business year, but it must be adapted in the event of increased risks, especially as a result of a significant increase in the sale of packages.

3. Insolvency shall be considered to have occurred as soon as it becomes clear that, due to a shortage of liquidity on the part of the organisers or retailers, the travel services are no longer being performed, will not be performed or will be performed only in part, or when the service providers request the travellers pay for them. Once insolvency occurs, the security must be available, allowing the traveller to easily access the guaranteed protection, without prejudice to the offer of continuing the package. For travel services that have not been performed, refunds shall be provided without undue delay after the traveller's request.

4. An organiser or retailer'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 organiser or retailer's insolvency, the security shall be available free of charge to ensure repatriations and, if necessary, the financing of accommodation prior to the repatriation, without the need for any advance payment from the traveller.

Article 165. *Guarantee of contractual liability.*

Package organisers and retailers shall be obliged to provide security that, in general terms, will comply with the obligations resulting from the provision of their services to the contracting parties of a package. In any event, the travellers shall be able to claim this security directly from the system of cover created.

Article 166. *Mutual recognition of insolvency protection and administrative cooperation.*

1. In order to prove compliance with the requirements of this law regarding insolvency protection, the competent authorities of the Autonomous Communities shall accept any insolvency protection an organiser or, where applicable, a retailer provides when it complies with the measures adopted by the legislation of the Member State of his establishment. Similarly, the authorities of the Autonomous Communities competent in this area shall accept any protection an organiser or, where applicable, a retailer provides, when it complies with the measures adopted in accordance with the legislation of the Autonomous Community of his establishment.

2. The Ministry of Industry, Trade and Tourism shall act as the central contact point to facilitate administrative cooperation at European and national level. The authorities of the Autonomous Communities competent in this area shall supervise organisers and, where applicable, retailers operating in their corresponding Autonomous Communities and shall notify their contact details through the central contact point to the other Member States and the Commission.

3. The Ministry of Industry, Trade and Tourism shall make available to the central contact points of other Member States all necessary information on Spain's national insolvency protection requirements and the identity of the entity or entities in charge of the insolvency protection for specific organisers or retailers established in Spanish territory. The Autonomous Communities shall make available to the Ministry of Industry, Trade and Tourism, as the central contact point, all necessary information on their insolvency protection requirements and the identity of the entity or entities in charge of the insolvency protection for specific organisers or retailers established in their territory. In any event a first response shall be issued at the latest within fifteen working days from receiving the request from the central contact point.

4. The central contact points of the Member States shall be able to freely access the inventory listing organisers and retailers which are in compliance with the insolvency protection obligations managed by the Ministry of Industry, Trade and Tourism. This inventory shall be publicly accessible, including online.

5. When there are doubts about the insolvency protection of an organiser or retailer not established in Spain, the Ministry of Industry, Trade and Tourism shall ask for clarifications from the trader's Member State of establishment. With regard to traders established in Spain, the Ministry of Industry, Trade and Tourism shall reply to the requests of 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 within fifteen working days from receiving the request.

TITLE III

Linked travel arrangements

Article 167. Insolvency protection requirements.

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. The security may be provided by creating a guarantee fund, insurance scheme or other financial guarantee, under the terms and conditions laid down by the competent administration. The security requirement shall in any event be subject to the provisions of Law 20/2013 of 9 December 2013.

Traders not established in a Member State of the European Union which sell or offer for sale packages in Spain, or which by any means direct such activities to Spain, shall also be obliged to provide this security.

2. The security provided must comply with Articles 164 and 166.

3. Insolvency shall be considered to have occurred as soon as it becomes clear that, due to a shortage of liquidity on the part of the traders, the travel services are no longer being performed, will not be performed or will be performed only in part, or when the service providers request the travellers pay for them. Once insolvency occurs, the security must be available, allowing the traveller to easily access the guaranteed protection. For travel services that have not been performed, refunds shall be provided without undue delay after the traveller's request.

Article 168. Information requirements.

1. Before the traveller is bound by any contract leading to a linked travel arrangement or any corresponding offer, the trader facilitating these services, including where the trader is not established in a Member State but, by any means, directs such activities to Spain, 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 law and that each service provider will be solely responsible for the proper contractual performance of his service; and

b) Will benefit from insolvency protection in accordance with paragraph 167.

In order to comply with this paragraph, 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 III. Where the particular type of linked travel arrangement is not covered by any of the forms set out in that Annex, the trader shall provide the information contained therein.

2. Where the trader facilitating linked travel arrangements has not complied with the requirements set out in Article 167 and paragraph 1 of this Article, the rights and obligations laid down in Articles 157 and 160 and Chapter IV of Title II of this book shall apply in relation to the travel services included in the linked travel arrangement.

3. 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.

TITLE IV

Statute of limitations and penalty system

Article 169. Statute of limitations.

The limitation period for introducing claims under this book shall be two years.

Article 170. Penalty system.

The system of infringements and penalties provided for in Book one, Title IV, Chapter II, shall not apply to the provisions of this book; rather, the system of infringements and penalties provided for in specific legislation in this area issued by the public administrations competent for tourism or by those public administrations that are competent in each case because of the matter in question shall apply. The penalties shall be effective, proportional and dissuasive.

Three. The annex of the recast General Law on the Protection of Consumers and Users and other complementary laws is numbered as Annex I and Annexes II and III are added with the following content:

‘ANNEX II

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 the recast General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007.

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 your key rights under the recast General Law on the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007 (to be provided by means of a hyperlink).

Following the hyperlink the traveller will receive the following information:

Key rights under the recast General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007:

- Travellers will receive all essential information about the package before concluding the 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 organiser or the retailer.
- 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 twenty days before the start of the package. If the price increase exceeds eight per cent of the price of the package, the traveller may terminate the contract. If the organiser 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 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 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 fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser or, where applicable, the retailer 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 organiser and the retailer have to provide assistance if the traveller is in difficulty.

– If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer 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, e.g. a guarantee fund or an insurance company]. Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, full address, email and telephone number) if the services are denied because of XY's insolvency.

Recast General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007.

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 the recast General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007.

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 the recast General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007:

– 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 organiser or, where applicable, the retailer.
- 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 twenty days before the start of the package. If the price increase exceeds eight per cent of the price of the package, the traveller may terminate the contract. If the organiser 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 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 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 fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser or, where applicable, the retailer 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 organiser and the retailer have to provide assistance if the traveller is in difficulty.
- If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer 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, e.g. a guarantee fund or an insurance company]. Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, full address, email and telephone number) if the services are denied because of XY's insolvency.

Recast General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007.

C. *Standard information form where the organiser transmits data to another trader in accordance with point Article 151(1)(b)(2)(v)*

If you conclude a contract with company AB not later than twenty-four hours after receiving the confirmation of the booking from company XY the travel service provided by XY and AB will constitute a package within the meaning of the recast General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007.

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 the recast General Law on the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007 (to be provided by means of a hyperlink).

Following the hyperlink the traveller will receive the following information:

Key rights under the recast General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007:

- 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 organiser or, where applicable, the retailer.
- 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 twenty days before the start of the package. If the price increase exceeds eight per cent of the price of the package, the traveller may terminate the contract. If the organiser 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 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 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 fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser or, where applicable, the retailer 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 organiser and the retailer have to provide assistance if the traveller is in difficulty.
- If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer 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, e.g. a guarantee fund or an insurance company]. Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, full address, email and telephone number) if the services are denied because of XY's insolvency.

Recast General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007.

ANNEX III

A. Standard information form where the trader facilitating an online linked travel arrangement within the meaning of Article 151(1)(e)(1) is a carrier selling a return ticket

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company, XY, you will NOT benefit from rights applying to packages under the recast General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007.

Therefore, our company, XY, will not be responsible for the proper performance of those additional travel services. In the event of problems, please contact the relevant service provider.

However, if you book any additional travel services during the same visit to the booking website of our company, XY, the travel services will become part of a linked travel arrangement. In that case XY has, as required by European Union 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, e.g. a guarantee fund or an insurance company].

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

Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

Recast General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007.

B. Standard information form where the trader facilitating an online linked travel arrangement within the meaning of Article 151(1)(e)(1) 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 the recast General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007.

Therefore, our company, XY, will not be responsible for the proper performance of the individual travel services. In the event of problems, please contact the relevant service provider.

However, if you book any additional travel services during the same visit to the booking website of our company, XY, the travel services will become part of a linked travel arrangement. In that case XY has, as required by 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, e.g. a guarantee fund or an insurance company].

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

Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

Recast General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007.

C. *Standard information form in the case of linked travel arrangements within the meaning of Article 151(1)(e)(1) 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 the recast General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007.

Therefore, our company, XY, will not be responsible for the proper performance of the individual travel services. In the event 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 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, e.g. a guarantee fund or an insurance company].

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

Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

Recast General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007 (hyperlink).

D. *Standard information form where the trader facilitating an online linked travel arrangement within the meaning of Article 151(1)(e)(2) is a carrier selling a return ticket*

If you book additional travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under the recast General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007.

Therefore, our company, XY, will not be responsible for the proper performance of those additional travel services. In the event of problems, please contact the relevant service provider.

However, if you book additional travel services via this link/these links not later than twenty-four 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 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, e.g. a guarantee fund or an insurance company].

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

Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

Recast General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007.

E. Standard information form where the trader facilitating an online linked travel arrangement within the meaning of Article 151(1)(e)(2) 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 the recast General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007.

Therefore, our company, XY, will not be responsible for the proper performance of the additional travel services. In the event of problems, please contact the relevant service provider.

However, if you book additional travel services via this link/these links not later than twenty-four 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 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, e.g. a guarantee fund or an insurance company].

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

Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

Recast General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007 ([hyperlink](#)).

First additional provision. *Resources for operating the Central Contact Point*

For the proper performance of the new functions assumed by the Ministry of Industry, Trade and Tourism as the central contact point in accordance with Article 166 of the recast General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007, this ministerial department shall have the staff and material resources needed for this purpose within existing budgetary resources.