

ACT AMENDING THE CONSUMER PROTECTION ACT (ZVPot-H)

Article 1

Article 1(16) and (17) of the Consumer Protection Act (*Uradni List RS* (UL RS; Official Gazette of the Republic of Slovenia) No 98/04 – official consolidated text, 114/06 – ZUE, 126/07, 86/09, 78/11, 38/14, 19/15 and 55/17 – ZKoiT) shall be amended to read:

‘(16) A tour operator shall mean a company that combines packages, either directly or indirectly through another company or together with another company, and sells or offers packages for sale, or a company that transmits customer information to another company pursuant to Article a57b(1)(2)(5) of this Act.

(17) A retailer shall mean a company which is not a tour operator that sells or offers for sale packages that are combined by a tour operator’.

Paragraph 18 shall be deleted.

Paragraphs 19 to 30 shall now become paragraphs 18 to 29.

Article 2

Point 3 of Article 1a shall be amended to read:

‘3. Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11 December 2015, p. 1; hereinafter: Directive (EU) 2015/2302);’.

Article 3

Point 6 of paragraph 1 of Article 34a shall be amended to read:

‘6. on package travel;’.

Article 4

The dot at the end of point 11 of Article 43b(1) shall be replaced by a semicolon.

A new point 12 shall be inserted after point 11, reading:

‘12. the existence of deposits or other financial guarantees and the conditions related thereto, which are to be paid or provided to the consumer at the request of the company, if necessary.’.

Article 5

In paragraph 2 of Article 43c, the word ‘directly’ shall be added after the text ‘of Article 43b of this Act’.

Article 6

The text of ‘point 3’ of Article a43b(1) and (2) shall be amended to read: ‘point 4’.

Paragraphs 3 and 4 shall be deleted.

Article 7

In Article 45a(1), the text 'and head office' shall be deleted.

Article 8

In Chapter VI, the title of Subchapter 6 '6. Travel arrangement contracts' shall be amended to read: '6. Package travel contracts and linked travel arrangements'.

Article 9

Article 57a shall be amended to read:

'Article 57a

(1) Package travel contract under this Act shall mean any contract on the package. If the package is provided on the basis of separate contracts, all contract covering travel services included in the package shall be considered a package travel contract.

(2) Linked travel arrangement means at least two different types of travel services purchased for the purposes of the same trip or holiday, not constituting a package, resulting in the conclusion of separate contracts with the individual travel service providers, if a company facilitates:

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

– in a targeted manner, the procurement of at least one additional travel service from another company where a contract with such other company is concluded no more than 24 hours after the confirmation of the booking of the first travel service.

(3) Provisions of this Subchapter shall be used for packages and linked travel arrangements even when companies offer or sell them to persons who, under this Act, are not considered as consumers, except in the cases referred to in indent 3 of paragraph 4 of this Article.

(4) The provisions of this Subchapter shall not apply to:

– packages and linked travel arrangements that cover a period shorter than 24 hours and do not include overnight accommodation;

– packages and linked travel arrangements occasionally offered or performed on a non-profit basis only for limited groups of consumers;

– packages and linked travel arrangements purchased on the basis of a framework agreement for the arrangement of business travel between a company and another natural or legal person who is acting for purposes relating to his gainful activity (trade, business, craft or professional).

(5) Packages and linked travel arrangements referred to in indent 2 of the previous paragraph of this Article shall be deemed to have been occasionally performed if the total annual amount of the amounts paid for their performance does not exceed EUR 15 000. The specified payment limit shall not apply to:

- educational institutions in carrying out professional excursions and similar forms of work, which are set out in the annual work plan, if they perform them for their learners in the framework of publicly-accredited educational or study programme;
- legal entities that are recognised as having a status of acting in the public interest;
- religious communities registered in accordance with the law governing religious freedom in carrying out their regular activities.’.

Article 10

A new Article a57b shall be inserted after Article 57a, reading:

‘Article a57b

(1) For the purpose of this Subchapter, the following definitions shall apply:

1. ‘travel service’ shall mean:

- transport;
- accommodation which is not intrinsically part of the transport and is not for residential purposes;
- rental of cars and other motor vehicles as defined in the Act governing motor vehicles or motorcycles requiring a Category A driving licence in accordance with the Act governing driving licences;
- other tourist services which are not intrinsically part of transport, accommodation or rental of motor vehicles or motorcycles referred to in the previous indent;

2. ‘package’ shall mean a combination of at least two different travel services for the purpose of the same trip or holiday, if the company combines all services before the conclusion of one contract on all travel services, even if these travel services are combined at the request of the consumer or according to the choice of the consumer, or if these travel services, regardless of whether separate contracts are concluded with individual companies providing travel services, are:

- purchased from a single point of sale and have been selected before the consumer agrees to pay;
- offered, sold or charged at an inclusive or total price;
- advertised or sold using the term ‘package’ or a similar term;
- created after the conclusion of a contract by which a company entitles the consumer to choose among a selection of different types of travel services, or
- purchased from different companies through linked online booking processes where the consumer's name, payment details and e-mail address are transmitted from the company with which the first contract is concluded to another company or companies and a contract with another company or companies is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.

3. ‘start of the package’ shall mean the beginning of the performance of travel services included in the package;

4. ‘point of sale’ shall mean any retail premises, whether movable or immovable or a company website or similar online sales tool, including where company website or similar online sales tool are presented to consumers as a single tool, including telephone service;

5. 'establishment' shall mean the actual pursuit of service activity under Article 43 of the Treaty on the Functioning of the European Union (OJ C No 326, 26 October 2012, p. 47), by the service provider for an indefinite period and through a stable infrastructure from where the business of providing services is actually carried out;

6. 'unavoidable and extraordinary circumstances' shall mean 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;

7. 'lack of conformity' shall mean a failure to perform or deficient performance of travel services included in a package;

8. 'repatriation' shall mean the consumer's return to the place of departure or to another place the contracting parties agree upon;

9. 'company', taking into account elements of the definition of a company referred to in Article 1 of this Act, shall mean a tour operator, a retailer, a company that provides linked travel arrangements or a travel service provider.

(2) A combination of travel services where one or more travel services referred to in indents 1, 2 or 3 of point 1 of the previous paragraph are combined with one or more tourist services referred to in indent 4 of point 1 of the previous paragraph shall not be considered a package if the latter travel services:

– do not comprise more than a quarter of the value of the total package, are not advertised as an essential element of the package and do not otherwise constitute an essential element of the package; or

– are selected and purchased by the consumer only after the start of the travel service referred to in indents 1, 2 or 3 of point 1 of the previous paragraph.

(3) A combination of travel services where one or more travel services referred to in indents 1, 2 or 3 of point 1 of paragraph 1 of this Article are combined with one or more tourist services referred to in indent 4 of point 1 of paragraph 1 of this Article shall not be considered linked travel arrangement if travel services do not account for more than a quarter of the total value of services, are not advertised as an essential element of the combination and do not otherwise represent an essential element of travel or holiday.'

Article 11

Article 57b shall be amended to read:

'Article 57b

(1) Before the conclusion of the package travel contract or before the consumer is bound by the offer, the tour operator and retailer, if the latter sells the package, shall provide the consumer with standard information on the form referred to in paragraph 6 of this Article and the following information on the package if they relate to the content of the package:

1. on the main characteristics of the travel services:

– travel destination(s), travel plan, a period of stay with dates and number of overnight stays included when accommodation is involved;

– place, date and time of departure and repatriation or indicative departure and repatriation time, if the time has not yet been specified;

- the means, characteristics and categories, the duration of transport and places of intermediate stops and transport connections;
 - the location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination;
 - a meal plan;
 - visits, excursions or other services included in the total price agreed for the package;
 - whether any of the travel services will be provided within the group and, possibly, information on the size of the group, where it does not appear from the circumstances that any of the travel services will be provided within the group;
 - language in which other tourist services will be provided where the consumer's benefits of these services depend on oral communication;
 - whether the trip is generally suitable for persons with reduced mobility and, upon the consumer's request, precise information on the suitability of the trip taking into account the consumer's needs;
2. corporate name, business address, telephone number and, where appropriate, email address of the tour operator and travel agent;
 3. the total price of the package, including taxes, and any additional charges, fees and other costs, or an indication of the type of possible additional costs consumer will still have to pay when these costs cannot reasonably be calculated before the conclusion of the contract;
 4. 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 consumer;
 5. the minimum number of registered persons for the performance of the package and the deadline referred to in point 2 of Article 57g of this Act, in which the tour operator may withdraw from the contract if that number is not reached;
 6. passports and any visa requirements, including the approximate period for obtaining visas for citizens of the Republic of Slovenia and health formalities necessary for travel and stay at the travel destination;
 7. on the consumer's right of withdrawal from the contract pursuant to Article 57f(1) of this Act, at any time before the beginning of the trip in return for payment of termination fee or standardised termination fees that may be requested by the tour operator;
 8. on optional or compulsory insurance to cover the cost of termination of the contract by the consumer or the cost of assistance, including repatriation, in the event of accident, illness or death.
- (2) The information referred to in the previous paragraph shall be provided in a clear, comprehensible and prominent manner. Where such information is provided in writing, it shall be legible.
- (3) The information referred to in points 1, 3 to 5 and 7 of paragraph 1 of this Article, provided by the tour operator or retailer to the consumer, shall form an integral part of the package travel contract and shall not be altered unless the contracting parties expressly agree otherwise.
- (4) The tour operator and retailer, when selling a package, shall communicate all changes to the pre-contractual information to the consumer in a clear, comprehensible and prominent manner before the conclusion of the package travel contract.

(5) If the tour operator and retailer, when selling a package, does not provide information on additional fees, charges and other costs referred to in point 3 of paragraph 1 of this Article in the manner specified in paragraph 2 of this Article, the consumer shall not cover these additional payments.

(6) Standard information form referred to in paragraph 1 of this Article shall be prescribed by the minister responsible for consumer protection’.

Article 12

Article 57c shall be amended to read:

‘Article 57c

(1) If the package travel contract is concluded by telephone, the tour operator and retailer, when selling a package, shall provide the consumer with the standard information on the form referred to in paragraph 4 of this Article and the information set out in points 1 to 8 of paragraph 1 of the previous Article.

(2) For packages purchased from separate companies through linked online booking processes where the consumer’s name, e-mail address and payment details are transmitted from the company with which the first contract is concluded to another company or companies and a contract with the latter company or companies is concluded at the latest 24 hours after the confirmation of the booking of the first travel service, the tour operator and the company to which the data was transmitted shall ensure that each of them provides the consumer with information referred to in points 1 to 8 of paragraph 1 of the previous Article if they are related to travel services they offer, before the conclusion of the package travel contract or before the consumer is bound by the offer. At the same time, the tour operator shall provide the consumer with standard information on the form referred to in paragraph 4 of this Article.

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

(4) Standard information form referred to in paragraph 1 and 2 of this Article shall be prescribed by the minister responsible for consumer protection’.

Article 13

Article 57č shall be amended to read:

‘Article 57č

(1) Package travel contract shall be in the plain and intelligible language. When concluded in writing, it shall be legible.

(2) At the conclusion of the contract or without undue delay thereafter, the tour operator or retailer shall provide the consumer with a copy of package travel contract or a confirmation of the contract on a durable medium. The consumer shall be entitled to request a paper copy if the package travel contract has been concluded in the simultaneous physical presence of the parties.

(3) With respect to off-premises contracts as defined in Article 43(2) of this Act, a copy or confirmation of the package travel contract shall be provided to the consumer on paper or, if the consumer agrees, on another durable medium.

(4) Package travel contract or a confirmation of a concluded contract shall contain all agreements regarding the package, which includes information on the package referred to in points 1 to 8 of Article 57b(1) of this Act and the following information:

1. special requirements of the consumer which the tour operator has accepted;
2. on the liability of the tour operator, which he has pursuant to the provisions of paragraphs 1 to 10 of Articles 57e and a57f of this Act regarding the proper performance of all travel services included in the contract;
3. the obligation of the tour operator to provide assistance to the consumer in case of difficulty pursuant to Article 57e(13) and (14) of this Act;
4. the name of the entity providing the guarantee in case of liquidity difficulties and its contact details, including the address;
5. 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 consumer to contact the organiser quickly and communicate with him efficiently, to request assistance when the consumer is in difficulty or to complain about the inconsistency of the performance of services with the contract perceived during the performance of the package;
6. the obligation of the consumer to inform the tour operator, pursuant to Article 57e(2) of this Act, of any lack of conformity he perceives during the performance of a package without undue delay, taking into account the circumstances of the case;
7. where minors, unaccompanied by a parent or representative, travel on the basis of a package travel contract which also includes an overnight stay, information enabling direct contact with the minor or the person responsible for the minor at the minor's place of stay;
8. on available in-house complaint resolution procedures;
9. on mechanisms for out-of-court settlement of consumer disputes in accordance with the Act governing settlement of consumer disputes and information on the provider of out-of-court settlement of consumer disputes, if recognised, and on the platform for online consumer dispute resolution pursuant to Regulation (EU) No 524/2013 of the European Parliament 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 (OJ L No 165, 18 June 2013, p. 1), where necessary;
10. on the right to transfer a contract to another consumer pursuant to paragraphs 9 to 13 of Article 57f of this Act.

(5) For packages purchased from separate companies through linked online booking processes and where the consumer's name, e-mail address and payment details are transmitted from the company with which the first contract is concluded to another company or companies and a contract with the latter company or companies is concluded at the latest 24 hours after the confirmation of the booking of the first travel service, the company to which the data has been transmitted shall inform the tour operator about the conclusion of the package travel contract, on the basis of which the package is created, and provide the tour operator with the information he or she needs as a tour operator to fulfil his obligations.

(6) In the cases referred to in the previous paragraph, the tour operator shall provide to the consumer the information referred to in points 1 to 10 of paragraph 4 on a durable medium as soon as the tour operator is informed that a package has been created.

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

(8) In good time before the start of the package, the tour operator shall provide the consumer with the necessary receipts, vouchers, tickets and information on the scheduled times of departure. If necessary, the tour operator shall also provide information on the deadline for check-in, as well as the scheduled times for intermediate stops, transport connections and arrival.

(9) The burden of proof in respect of a company's obligation to inform a consumer shall rest with the company.'

Article 14

Article 57d shall be amended to read:

'Article 57d

(1) The tour operator may, after the conclusion of the package travel contract, raise the prices only if this possibility is specified in the contract, if the contract contains a provision that the consumer is entitled to a price reduction in accordance with paragraph 5 of this Article and if the contract contains a method of price change calculation.

(2) The increase in the price referred to in the previous paragraph is possible only as a direct consequence of the changes of

- the price of the transport resulting from the changes in the price of fuel or other energy sources;
- the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or
- exchange rates of the currency relevant to the package.

(3) If the price increase referred to in paragraph 1 of this Article exceeds 8 % of the agreed price of the package, the rules on the amendment of the contractual conditions referred to in paragraphs 2 to 5 of Article 57h of this Act shall apply.

(4) Irrespective of its extent, a price increase shall be possible only if the tour operator notifies the consumer clearly and comprehensibly of it with justification and a calculation for that increase, on a durable medium at least 20 days before the start of the package.

(5) If the package travel contract stipulates the possibility of price increases, the consumer has the right to a price reduction in the event of a reduction of costs referred to in paragraph 2 of this Article if these costs have been reduced after the conclusion of the contract and before the start of the package.

(6) In the event of a price decrease referred to in the previous paragraph, the tour operator may deduct from the amount owed to the consumer actual administrative expenses which occurred due to price reduction. At the consumer's request, the tour operator shall provide proof of those administrative expenses.'

Article 15

Article 57e shall be amended to read:

'Article 57e

(1) The tour operator shall be responsible for fulfilling the package travel contract, irrespective of whether the travel services involved are performed by himself or by another company.

(2) The consumer shall inform the tour operator without undue delay, taking into account all circumstances of the case, of any lack of conformity which he perceives during the performance of travel services included in the package travel contract.

(3) If an individual travel service is not performed in accordance with the package travel contract, the tour operator shall remedy the lack of conformity, unless that:

– is impossible; or

– would result in disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services in which the lack of conformity with the contract occurred.

(4) If the tour operator, within a reasonable time determined by the consumer, does not remedy the lack of conformity, the consumer may, except in the cases referred to in the previous paragraph, do so himself and request reimbursement of expenses incurred. It shall not be necessary for the consumer to specify a reasonable time-limit for the remedy if an immediate remedy is required or the tour operator refuses to remedy the lack of conformity.

(5) If for the reasons referred to in paragraph 3 of this Article, the tour operator does not remedy the lack of conformity, the consumer may, in accordance with paragraphs 11 and 12 of this Article and Article b57f of this Act, request a price reduction and compensation for damages.

(6) If the tour operator does not remedy the lack of conformity, which significantly affects the performance of the package, within a reasonable period set by the consumer, the consumer may terminate the package travel contract without paying a termination fee and, where appropriate, request, in accordance with paragraphs 11 and 12 of this Article and Article b57f of this Act, a price reduction or compensation for damages.

(7) When the tour operator determines after the start of the package that a substantial part of travel services cannot be provided as agreed in the package travel contract, including repatriation, the tour operator shall offer the consumer appropriate substitute travel services which, if possible, have the same or higher quality than agreed, without the consumer having to pay additional costs for further performance of the package.

(8) Where the proposed alternative travel services referred to in the previous paragraph result in a package of lower quality than that specified in the package travel contract, the tour operator shall reduce the price of the package accordingly.

(9) The consumer may reject the proposed alternative travel services only if they are not comparable to those specified in the package travel contract or the price reduction is inadequate.

(10) If the tour operator cannot provide adequate alternative travel services or the consumer rejects the proposed alternative services in accordance with the previous paragraph of this Article, the consumer may, where appropriate, request a price reduction or compensation for damages in accordance with the provisions of paragraphs 11 and 12 of this Article and Article b57f of this Act without terminating the package travel contract.

(11) For any period during which a lack of conformity of the performed travel services with a package travel contract occurred, the consumer may request a proportional price reduction, unless the tour operator proves that the consumer is responsible for the lack of conformity.

(12) The consumer shall have the right to receive compensation from the tour operator, without undue delay, for any damage which the consumer sustained as a result of any lack of conformity with the contract unless the tour operator proves that:

- the consumer is responsible for the lack of conformity;
- the lack of conformity is the responsibility of a third party unconnected with the provision of travel services included in the package travel contract and was unforeseeable or unavoidable; or
- the lack of conformity is the result of unavoidable and extraordinary circumstances.

(13) The tour operator shall, without undue delay, offer appropriate assistance to the consumer who encounters difficulties during the trip, including in the circumstances referred to in Article a57f(2) of this Act. The assistance shall entail in particular:

- providing appropriate information on health services, local authorities and consular assistance;
- assistance in providing means of distance communication and
- assistance in finding alternative travel arrangements.

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

(15) If the tour operator is not established within the European Economic Area, the retailer established in the Republic of Slovenia shall be responsible for the conformity of the performance of the package with the package travel contract in accordance with the provisions of this Act, unless it is proven that the tour operator acts in accordance with these provisions.'

Article 16

New Articles a57f, b57f and c57f shall be inserted after Article 57e, reading:

'Article a57f

(1) If the package also includes carriage, the tour operator shall, in the cases referred to in paragraphs 6 and 10 of the previous Article, also provide repatriation of the consumer with equivalent transport without undue delay and at no extra cost to the consumer.

(2) As long as it is impossible to ensure the consumer's return as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the tour operator shall bear the cost of necessary accommodation, if possible of an equivalent category, as agreed in the package travel contract, for a maximum of three nights. If special European Union regulations governing the rights of travellers provide for a longer period for the consumer's return by these means of transport, longer periods shall apply in the case of the use of these means of transport.

(3) The tour operator may not invoke unavoidable and extraordinary circumstances to limit the liability under the previous paragraph if the relevant transport provider may not rely on such circumstances under European Union legislation.

(4) The limitation of costs referred to in paragraph 2 of this Article shall not apply to persons with reduced mobility, as defined in point (a) of Article 2 of Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air (OJ L No 204, 26 July 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 their particular needs at least 48 hours before the start of the package.

Article b57f

(1) The tour operator may, with package travel contract, limit the amount of the monetary compensation for the caused damage due to the lack of conformity with the contract, which may not be less than three times the total price of the package, with the exception of the compensation for damage for personal injury or damage caused intentionally or with negligence.

(2) If international conventions binding the Republic of Slovenia limit the extent of compensation for the damage or the conditions under which compensation is to be paid by a provider of individual travel services which are part of a package, these limitations shall apply to the tour operator.

(3) Price reduction or compensation for damage resulting from the non-compliance with a package travel contract under this Act shall not affect the rights of travellers referred to in 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 (OJ L No 46, 17 February 2004, p. 1), Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations (OJ L No 315, 3 December 2007, p. 14), 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 (OJ L No 131, 28 May 2009, p. 24), 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 (OJ L No 334, 17 December 2010, p. 1) and Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004 (OJ L No 55, 28 February 2011, p. 1) and international conventions. Consumers shall be entitled to present application under this Directive and under those Regulations and international conventions.

(4) Compensation or price reduction received by the consumer under this Act, regulations and international conventions referred to in the previous paragraph shall be deducted from each other in order to avoid overcompensation.

(5) The consumer may request a price reduction or compensation for damage arising from the lack of conformity with a package travel contract within two years of the occurrence of the lack of conformity.

Article c57f

(1) The consumer 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 tour operator without undue delay.

(2) Receipt of the messages, requests or complaints by the retailer shall be considered as the receipt by the tour operator.'

Article 17

Article 57f shall be amended to read:

'Article 57f

- (1) The consumer may terminate the package travel contract at any time before the start of the package.
- (2) Where the consumer terminates the package travel contract, the consumer may be required to pay an appropriate and justifiable termination fee to the tour operator.
- (3) The package travel contract may specify reasonable standardised termination fees taking into account the remaining time until the start of the package and the expected cost savings and income from the alternative deployment of travel services.
- (4) If standardised termination fees are not specified in a package travel contract, the termination fee shall be calculated by deducting from the total price of a package the cost savings and income from the alternative deployment of travel services.
- (5) At the consumer's request, the tour operator shall provide a justification for the amount of the termination fee.
- (6) The consumer may terminate the package travel contract before the start of the trip without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the performance of the package or the carriage of the consumer to the destination. The consumer shall also be entitled to a full refund of any payments. In this case, the consumer shall not be entitled to claim compensation for damages.
- (7) Notwithstanding the provision of Article 43a(1)(6) of this Act, in the case of the off-premises package travel contract, the consumer shall be entitled to terminate the contract within 14 days without giving any reason. Information on the right of termination shall be an integral part of the package travel contract. With regard to the exercise of the right of termination under this paragraph and the refund of payments received, the provisions of Subchapter 4b of Chapter VI of this Act governing distance contracts and off-premises contracts shall apply *mutatis mutandis*.
- (8) If the consumer terminates the package travel contract in accordance with paragraphs 1 to 6 of this Article or the tour operator terminates the package travel contract in accordance with Article 57g(1) of this Act, the tour operator shall, without undue delay, but no later than 14 days after the termination of the contract, return to the consumer all the payments made, except for the termination fee determined in accordance with paragraphs 3 and 4 of this Article.
- (9) The consumer may, after giving the tour operator reasonable notice on a durable medium before the start of the package, transfer the package travel contract to a third party who satisfies all the conditions applicable to that contract.
- (10) If in the case referred to in the previous paragraph, the consumer informs the tour operator about the transfer of a package travel contract at the latest seven days before the start of the package, the notice shall be deemed to have been given within a reasonable time.
- (11) The transferor and transferee of the package travel contract shall be jointly and severally liable for the payment of the remaining contractual obligations and any additional fees, charges or other costs arising from the transfer.
- (12) The tour operator shall inform the transferor of the actual costs of the transfer of the package travel contract. Those costs must be reasonable and should not exceed the actual cost incurred by the tour operator due to the transfer of the package travel contract.
- (13) Tour operator shall provide the transferor with proof of additional fees, charges or other costs arising from the transfer of the package travel contract.'

Article 18

Article 57g shall be amended to read:

'Article 57g

The tour operator may terminate the package travel contract and refund all payments to the consumer without having to compensate the consumer only if:

1. the tour operator cannot complete the package travel contract due to unavoidable and extraordinary circumstances and informs the consumer of the termination of the contract before the start of the package without undue delay; or if
2. the minimum number of persons mentioned in the package travel contract has not been met, and the tour operator informs the consumer of the termination of the contract within the agreed time-limit, but no later than:
 - 20 days before the start of the package in the case of travels lasting more than six days;
 - seven days before the start of the package in the case of travels lasting between two and six days;
 - 48 hours before the start of the package in the case of travels lasting more than six days.”.

Article 19

Article 57h shall be amended to read:

'Article 57h

(1) Before the start of the package, the tour operator may not unilaterally change contract terms other than the price in accordance with Article 57d of this Act, unless:

- the tour operator has reserved that right in the contract;
- the change is insignificant; and
- the tour operator informs the consumer of the change in a clear, comprehensible and prominent manner on a durable medium.

(2) If, before the start of the package, the tour operator is constrained to alter significantly any of the main characteristic of travel services as referred to in point of Article 57b(1) of this Act, cannot fulfil the special requirements of the consumer in accordance with point 1 of Article 57č(4) of this Act or proposes to increase the price by more than eight percent in accordance with Article 57d(3) of this Act, the consumer may, within a reasonable period specified by the tour operator, accept the proposed change or terminate the package travel contract without paying a termination fee. If the consumer fails to respond within the set period, this shall be considered as a termination of the contract.

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

(4) If the consumer terminates the package travel contract pursuant to paragraph 2 of this Article and does not accept a substitute package, the tour operator shall refund all payments made without undue delay and not later than 14 days after the contract is terminated. The provisions of Article 57e(11) and (12) and Article b57f of this Act shall apply *mutatis mutandis*.

(5) The tour operator shall without undue delay inform the consumer in a clear, comprehensible and prominent manner on a durable medium of:

- the proposed changes referred to in paragraph 2 of this Article and, where appropriate, their impact on the price of the package;
- a reasonable period within which the consumer may inform the tour operator of a decision pursuant to paragraph 2 of this Article and the consequences of the consumer's failure to respond to the proposed change within that period; and
- where applicable, the offered substitute package and its price.

(6) If in the cases referred to in paragraphs 2 and 3 of this Article, the consumer agrees to the proposed change or accepts a substitute package, the consumer shall be entitled to an appropriate price reduction if the result of the changes is lower quality or lower cost of the package.'.

Article 20

New Articles 57i, 57j, 57k, 57l and 57m shall be inserted after Article 57h, reading:

'Article 57i

(1) A company shall be liable for any errors due to technical defects in the booking system which are attributable to it.

(2) If a company agrees to arrange the booking of a package or travel services which are part of link travel arrangement, the company shall be responsible for errors made during the booking process, unless the consumer is responsible for these mistakes or are the result of unavoidable and extraordinary circumstances.

(3) In cases referred to in the first and the previous paragraph of this Article, the consumer may claim compensation for damages.

Article 57j

The tour operator and, in cases referred to in Article 57e(15) of this Act, retailer, shall have the right to claim compensation from the third party, which contributed to the lack of conformity of the performance of the package with package travel contract, to the extent that the damage suffered by the consumer was compensated, the price was reduced or other obligations under this Act were fulfilled.

Article 57k

(1) A company facilitating linked travel arrangements shall, in a clear, prominent and comprehensible manner before the conclusion of the contract by which the linked travel arrangement is created, or before the offer binds the consumer, provide the consumer with the following information:

- that in the event of the conclusion of package travel contract, the consumer cannot exercise the rights which he or she is entitled to under this Chapter;
- that each provider of individual travel service is solely responsible for the performance of this service on the basis of a concluded contract; and
- that the consumer is entitled to protection in the event of liquidity problems in accordance with this Act.

(2) Obligations referred to in the previous paragraph shall also apply to companies that provide linked travel arrangements and are not established in the Republic of Slovenia if they by any means direct such activity to the territory of the Republic of Slovenia.

(3) Information forms referred to in paragraph 1 of this Article shall be prescribed by the minister responsible for consumer protection.

(4) If the forms referred to in the previous paragraph do not cover a particular type of linked travel arrangement, the company facilitating linked travel arrangements shall provide the information related to the linked travel arrangement.

Article 57l

If the company facilitating linked travel arrangements does not provide the consumer with the information referred to in the previous Article and the guarantee requirements in the case of liquidity problems as defined in Articles 58 and 58a of this Act, provisions of Articles 57e to 57g of this Act shall apply for individual travel services which form part of the linked travel arrangement.

Article 57m

If a linked travel arrangement arises from the conclusion of an individual travel service contract with a company not facilitating linked travel arrangements, that company shall notify the company facilitating linked travel arrangements with regard to the conclusion of the contract.’.

Article 21

Article 58 shall be amended to read:

‘Article 58

(1) The tour operator shall provide security for the refund of all payment made by or on behalf of the consumer if individual travel services are not performed due to the liquidity problems of the tour operator.

(2) It shall be considered that the tour operator has liquidity problems when he becomes incapable of timely satisfying obligations due and therefore does not provide for the performance of travel services. A tour operator shall be deemed unable to satisfy obligations due if, at the request of the entity providing a guarantee in the event of liquidity problems, he or she does not provide proof of the payment of travel services within 72 hours if the consumer addressed to the entity a written request for guarantee payment after the consumer previously requested the fulfilment of the obligation, which the tour operator did not fulfil within 48 hours of the consumer’s request.

(3) In case of liquidity problems and if the package travel contract includes transport, the tour operator shall also be responsible for the repatriation of consumers.

(4) In the case of liquidity problems, the entity providing a guarantee in case liquidity problems of the tour operator may also offer a continuation of the package.

(5) If the tour operator is established in another EU Member State and sells, offers packages for sale or otherwise directs such activity to the market of the Republic of Slovenia, the tour operator shall provide a guarantee in case of liquidity problems in accordance with this Act.

(6) If the tour operator is established in another EU Member State, it shall be deemed to meet the requirements of this Act with regard to a guarantee in the event of liquidity problems if he provides a

guarantee in accordance with regulations of the EU Member State in which the tour operator is established, and these regulations meet the requirements of Article 17 of Directive (EU) 2015/2302.

(7) If the tour operator is established outside the European Economic Area, the guarantee in the case of liquidity problems is provided by the retailer established in the Republic of Slovenia, unless the retailer proves that such guarantee is provided by the tour operator.’.

Article 22

New Articles 58a, 58b, 58c and 58č shall be inserted after Article 58, reading:

‘Article 58a

(1) The tour operator shall ensure that the guarantee referred to in the previous Article is effective and covers reasonably foreseeable costs, including the costs of consumer’s repatriation when the package includes transport.

(2) The guarantee must be sufficient to cover all payments made by consumers for the package during the peak year. When calculating the required amount of the guarantee, the type and price of packages, the type of transport and the length of the period between pre-payments and final payments, and the completion of the package shall be taken into account.

(3) Consumers shall enjoy rights under guarantee in the case of liquidity problems of the tour operator regardless of their place of residence, place of departure or where the package is sold, and irrespective of the EU Member State where the entity in charge of the guarantee in the case of liquidity problems is located.

(4) When the performance of the package is affected by the tour operator’s liquidity problems, the guarantee shall be available free of charge to ensure repatriations of consumer and, if necessary, the financing of accommodation before the repatriation.

(5) For travel services that have not been performed, refunds shall be provided without undue delay after the consumer’s request, if the latter is justified.

(6) Tour operators shall provide a guarantee in the form of a guarantee scheme, insurance with an insurance company, insurance with a dedicated deposit or a bank guarantee.

(7) The methodology for calculating the annual turnover related to the performance of packages, the conditions for the functioning of guarantee scheme and the minimum amount of required guarantee considered to be effective shall be determined by the Government of the Republic of Slovenia for the particular form of insurance referred to in the previous paragraph by means of a decree.

Article 58b

(1) The National Contact Point shall provide contact points of other EU Member States with all necessary information on national guarantee requirements in case of liquidity problems and on the identity of entities providing a guarantee in case of liquid problems for individual tour operator established in the territory of the Republic of Slovenia.

(2) The National Contact Point shall ensure contact points of other EU Member States access to the list of tour operators who comply with obligations relating to the guarantee in case of liquidity problems. The National Contact Point shall publish the lists on its website.

(3) The National Contact Point shall check the fulfilment of the conditions of tour operators established in the other Member States and which also operate or direct the activity on the market of the Republic of Slovenia.

(4) Tasks of the National Contact Point shall be performed by the ministry responsible for tourism.

Article 58c

(1) In case of doubt, the National Contact Point may request clarifications regarding the operator's guarantee in the event of liquidity problems from another Member state in which the tour operator is established.

(2) If the National Contact Point receives a request for clarification referred in the previous paragraph from the competent authority of another EU Member State, it shall reply to the received request without undue delay, taking into account the urgency and complexity of the matter, or at the latest within 15 working days of receipt of the request.

Article 58č

(1) Companies facilitating linked travel arrangements shall provide a guarantee for the refund of all consumer's payments if the travel service that forms part of the linked travel arrangement is not performed due to their liquidity problems. If a company facilitating linked travel arrangements is also responsible for the carriage of consumers, the guarantee shall also cover repatriation of consumers.

(2) With regard to the provisions of a guarantee in the case of liquidity problems of companies facilitating linked travel arrangements, the provisions of Article 58(4) and Articles 58a to 58c of this Act on the liability of the tour operator, the extent and effectiveness of the guarantee, mutual recognition, national contact point and administrative cooperation shall apply *mutatis mutandis*.

Article 23

In Article 72, a semicolon shall be added at the end of indent 10.

A new indent 11 shall be inserted after indent 10, reading:

‘– company facilitating linked travel arrangements shall not provide a guarantee for the refund of all consumer's payments if the travel service that forms part of the linked travel arrangement is not performed in the manner specified in Article 58a of this Act due to its liquidity problems.’

Article 24

Points 21 to 33 of Article 77(1) shall be amended to read:

‘21. if the information referred to in Article 57b(3) of this Act is changed without the express agreement with the consumer;

22. if changes in *ex ante* information were not communicated to the consumer before the conclusion of the contract in accordance with Article 57b(4) of this Act;

23. if the package travel contract is not drafted in simple and understandable language, and if the contract, concluded in writing, is not written legibly (Article 57č(1));

24. if the consumer is not provided with a copy of a signed package travel contract or a confirmation of a concluded contract in accordance with Article 57č(2) or (3) of this Act;

25. if in the case of packages purchased from separate companies through linked online booking processes where the consumer's name, e-mail address and payment details are transmitted from the company with which the first contract is concluded to another company or companies and a contract with the latter company or companies is concluded at the latest 24 hours after the confirmation of the booking of the first travel service, the company to which the data has been transmitted does not inform the tour operator about the conclusion of the contract, on the basis of which the package is created, and does not provide the tour operator with the information he or she needs as a tour operator to fulfil his obligations (Article 57č(5));
26. if the contract on the concluded trip or confirmation of the concluded contract does not contain all the information referred to in Article 57č(4) of this Act or if this information is not provided in a clear, comprehensible and prominent manner (Article 57č(7));
27. if the consumer is not provided with documentation and information referred to in Article 57č(8) of this Act before the start of the package;
28. if the price is increased in contravention of Article 57d(1) and (2) of this Act;
29. if the consumer is not provided with the price reduction in accordance with Article 57d(5) of this Act;
30. if the consumer is not provided with a proof of administrative costs referred to in Article 57d(6) of this Act;
31. if the lack of conformity is not remedied in accordance with Article 57e(3) of this Act;
32. if the consumer does not get reimbursement for costs resulting from the remedy of the lack of conformity at his request in accordance with Article 57e(4) of this Act;
33. if the consumer is not provided with the price reduction at his request in accordance with Article 57d(5) of this Act;'

New points 33a, 33b, 33c, 33č, 33d, 33e, 33f, 33g, 33h and 33i shall be inserted after point 33, reading:

'33a if, without payment of additional costs for continuing the performance of the package, the consumer is not provided with the offer for the appropriate substitute service which, if possible, has the same or higher quality than agreed (Article 67e(7)), or the price reduction is not approved for the consumer where the consequence of changes in travel services is a package of lower quality than the one stated in the package contract (Article 57e(8));

33b if, in the case of the lack of conformity of performed travel services with a package contract, the consumer is not provided with the price reduction in accordance with Article 57e(11) of this Act;

33c if the consumer is not provided with an explanation of the amount of the termination fee at his request (Article 57f(5));

33č if in the event of termination of package contract, the consumer does not get a refund for payments in accordance with Article 57f(8) of this Act;

33d if the transferor is not provided with proof of additional fees, charges or other costs arising from the transfer of the package travel contract (Article 57f(13));

33e if the contract is terminated in contravention of Article 57g of this Act;

33f if conditions are unilaterally changed in contravention of Article 57h(1) before the start of the package, and the consumer does not get the refund for all payments in accordance with Article 57h(4) of this Act when the consumer terminates the contract due to the change of conditions;

33g if the consumer is not informed in the event of changes in contract terms of the package in accordance with Article 57h(5) of this Act;

33h if the consumer is not provided with the appropriate reduction of the price of the package in cases referred to in Article 57h(6) of this Act;

33i if the travel service forming part of linked travel arrangements is not performed due to liquidity problems, linked travel arrangements shall be provided without providing a guarantee of refund of all consumers' payments (Article 58č).'

Article 25

A new points 19 and 20 shall be inserted after point 18 of paragraph 1 of Article 78, reading:

'19. does not provide the consumer with the information referred to in Article 57b(1) in accordance with Article 57b(2) of this Act before the conclusion of package travel contract or before the consumer is bound by the offer;

20. does not provide the information referred to in Article 57k(1) and (2) on the form referred to in Article 57k(3) of this Act.'

TRANSITIONAL AND FINAL PROVISIONS

Article 26

The Government of the Republic of Slovenia shall issue the implementing regulation from the new Article 58a of the Act within three months after the entry into force of this Act.

The minister responsible for consumer protection shall issue the implementing regulation from new Article 57b, 57c and 57k of the Act within thirty days after the entry into force of this Act.

Article 27

The ministry responsible for tourism shall take up duties of the National Contact Point referred to in the new Article 58b of the Act within three months after the entry into force of this Act.

Article 28

This Act shall enter into force on the fifteenth day following that of its publication in the Official Gazette of the Republic of Slovenia and shall apply from 1 July 2018.

No 311-06/18-1/13
Ljubljana, 19 April 2018
EPA 2637-VII

The National Assembly
of the Republic of Slovenia
Dr Milan Brglez [*signed*]

President