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Item 2361

**ACT**

of 24 November 2017

**on package travel and linked travel arrangements<sup>1), 2)</sup>**

Chapter 1

**General provisions**

**Article 1.** This Act shall govern:

- 1) the conditions of offering, selling and performing package travel and linked travel arrangements in the territory of the Republic of Poland as well as outside of its boundaries when contracts with travellers are concluded by travel entrepreneurs having their registered offices in the Republic of Poland;
- 2) the rules of functioning of the Tourist Guarantee Fund.

**Article 2.** 1. The responsibilities of the province marshal referred to in Article 7(1)(2), Article 9(2), Article 13(2) and (3), Article 14(1), Article 15, Article 20(2)-(4), Article 23, Article 24(1), (6)-(9) and 11, Article 25(2), Article 26(3), Article 27(6)-(8), Article 29(2), Article 30, Article 32(1), Article 37(3), Articles 55-57, Article 71(1)-(4) and Article 72 shall be government administration responsibilities.

2. The minister competent for tourism shall be a higher-ranking authority with respect to the province marshal in matters referred to in Article 26(3), Article 30(7), Article 32(1) and with respect

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<sup>1)</sup> Within the scope of its regulation, this Act implements Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11.12.2015, p. 1).

<sup>2)</sup> This Act shall amend the following acts: the Act of 20 May 1971 – Petty Offences Code, the Act of 7 September 1991 on the education system, the Act of 13 September 1996 on maintaining cleanliness and order in communes, the Act of 29 August 1997 on tourist services, the Act of 29 August 1997 – Banking Law, the Act of 28 March 2003 on railway transport, the Act of 22 May 2003 on compulsory insurance, the Insurance Guarantee Fund and the Polish Motor Insurers' Bureau, the Act of 27 August 2004 on health care services financed from public funds, the Act of 16 November 2006 on the stamp duty, the Act of 30 May 2014 on consumer rights and the Act of 25 June 2015 – Consular Law.

to the province marshal's administrative decision refusing entry in the register referred to in Article 22(2).

**Article 3.** The Act shall not apply to:

- 1) packages and linked travel arrangements that are offered and the ordering and performance of which is facilitated occasionally and on a not-for-profit basis and only to a limited group of travellers;
- 2) packages and linked travel arrangements purchased on the basis of a general agreement for the arrangement of business travel between an entrepreneur offering tourist services and another entrepreneur within the meaning of Article 43<sup>1</sup> of the Act of 23 April 1964 – Civil Code (Journal of Laws of 2017, items 459, 933 and 1132) or an entity conducting commercial activities;
- 3) packages and linked travel arrangements covering a period of less than 24 hours unless overnight accommodation is included.

**Article 4.** For the purposes of this Act, the following definitions shall apply:

- 1) a travel service – means:
  - a) carriage of passengers,
  - b) accommodation which is not for residential purposes and is not intrinsically part of carriage of passengers,
  - c) rental of cars or other motor vehicles,
  - d) other service provided to travellers which is not intrinsically part of the services referred to in Points (a)-(c);
- 2) package – means as a combination of at least two different types of travel services for the purpose of the same trip or holiday that meets the conditions referred to in Article 5(1);
- 3) package travel contract – means a contract on the package as a whole or, if the package is provided under separate contracts, all contracts covering different travel services included in the same package;
- 4) start of the package – means the beginning of the performance of travel services included in the same package;
- 5) linked travel arrangements – mean a combination, not constituting a package, of at least two different types of travel services purchased for the purpose of the same trip or holiday, covered by separate contracts with the providers of individual travel services, that meets conditions referred to in Article 6(1);
- 6) traveller – means any person who is seeking to conclude a contract, or is entitled to travel on the basis of a contract concluded, within the scope of this Act;
- 7) travel entrepreneur – means a tour operator, an entrepreneur facilitating the purchase of linked travel arrangements, a travel agent or a travel service provider being an entrepreneur within the meaning of Article 43<sup>1</sup> of the Act of 23 April 1964 – Civil Code or conducting commercial

activities;

- 8) tour operator – means a travel entrepreneur who combines and sells or offers for sale packages, either directly or through another travel entrepreneur or together with another travel entrepreneur, or a travel entrepreneur who transmits the traveller's data to another travel entrepreneur in accordance with Article 5(1)(2)(e);
- 9) travel agent – means a travel entrepreneur other than a tour operator who, under an agency contract, sells or offers for sale packages combined by a tour operator;
- 10) durable medium – means any material or instrument which enables the traveller or the travel entrepreneur to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;
- 11) point of sale – means premises, whether movable or immovable, where packages or linked travel arrangements are sold, as well as sales websites or similar online sales facilities, including where sales websites or online sales facilities are presented to travellers as a single facility, including a telephone service;
- 12) repatriation – means the traveller's return to the place of departure or to another place the contracting parties agree upon;
- 13) travel escrow account – means an escrow account within the meaning of the Act of 29 August 1997 – Banking Law (Journal of Laws 2017, item 1876) held by the tour operator or entrepreneur facilitating a linked travel arrangement, used to collect the money paid by travellers;
- 14) financial security – means a bank guarantee, an insurance guarantee, an insurance policy covering travellers or an agreement concerning the travel escrow account referred to in Article 7(2)(1)-(3);
- 15) 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;
- 16) lack of conformity – means a failure to perform or improper performance of the travel services included in a package.

**Article 5.** 1. A package shall be created if:

- 1) travel services are combined by one travel entrepreneur, including at the request of or in accordance with the selection of the traveller, before a contract covering all services is concluded; or
- 2) irrespective of whether separate contracts are concluded with the providers of individual travel services, those services are:
  - a) purchased from a single point of sale and those services have been selected before the traveller agrees to pay or
  - b) offered, sold or charged at an inclusive or total price or

- c) advertised or sold under the term ‘package’ or under a similar term or
- d) combined after the conclusion of a contract entitling the traveller to choose among a selection of different types of travel services or
- e) purchased from travel entrepreneurs through linked online booking processes where the traveller's name, e-mail address and payment details are transmitted by the travel entrepreneur with whom the first contract is concluded to another travel entrepreneur or entrepreneurs and a contract with the latter travel entrepreneur or entrepreneurs is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.

2. No package shall be created, despite meeting the conditions referred to in Paragraph (1), if no more than one travel service type referred to in Article 4(1)(a), (b) or (c) is combined with one or several travel services referred to in Article (4)(1)(d) that:

- 1) account for less than 25% of the total value of the combined travel services and are not advertised as and do not otherwise represent an essential feature of the combination or
- 2) are selected and purchased after the performance of a travel service as referred to in Article 4(1)(a), (b) or (c) has started.

**Article 6.** 1. Linked travel arrangements shall take place if a travel entrepreneur facilitates the procurement of travel services for travellers:

- 1) on the occasion of a single visit or contact with his point of sale, with the option to choose and pay separately for each travel service or
- 2) in a targeted manner from another travel entrepreneur, of at least one additional travel service, if a contract with that travel entrepreneur or entrepreneurs is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.

2. No linked travel arrangements shall take place, despite meeting the conditions referred to in Paragraph (1), if no more than one travel service type referred to in Article 4(1)(a), (b) or (c) is combined with one or several travel services referred to in Article (4)(1)(d) as long as those services account for less than 25% of the total value of the combined travel services and are not advertised as and do not otherwise represent an essential feature of the combination.

## Chapter 2

### **Tour operators, travel agents and entrepreneurs facilitating linked travel arrangements**

**Article 7.** 1. Tour operators and entrepreneurs facilitating linked travel arrangements shall meet the following conditions:

- 1) in the event of their insolvency the following is guaranteed to the travellers:
  - a) the covering of the costs of package continuation or of the travellers' repatriation, including in particular the costs of transport and accommodation, also covering reasonable costs incurred by the travellers when the tour operator or entrepreneur facilitating linked travel arrangements fails to ensure such continuation or repatriation as required,

- b) the refund of payments made for the package or for every service that has been paid for to an entrepreneur facilitating linked travel arrangements if, for causes attributable to the tour operator, entrepreneur facilitating linked travel arrangements or persons acting on their behalf the package or any service that has been paid for to an entrepreneur facilitating linked travel arrangements has not or will not be performed,
  - c) the refund of the part of payments made for a package corresponding to a part of the package or for every service that has been paid for to an entrepreneur facilitating linked travel arrangements corresponding to a part of the service that has not or will not be performed for causes attributable to the tour operator, entrepreneur facilitating linked travel arrangements or persons acting on their behalf;
- 2) submit to the province marshal the originals or copies, certified by a barrister, legal counsel or notary, of their financial security, no later than 14 days prior to the expiry of the existing contract or of the guarantee for the previous one; travel entrepreneurs ceasing or suspending their activities shall be released from that obligation if they notify the province marshal that they cease or suspend their activities as tour operator or entrepreneur facilitating linked travel arrangements;
  - 3) maintain a list of package travel contracts of contracts concluded by the traveller with an entrepreneur facilitating linked travel arrangements, hereinafter referred to as the “contract list”;
  - 4) submit to the Insurance Guarantee Fund, in a timely manner, statements including:
    - a) a calculation of the due contributions to the Tourist Guarantee Fund,
    - b) specification of the number and types of contracts referred to in Point (3), concluded in a given month and of the number of travellers covered by those contracts,
    - c) information on financial securities held in the period for which the statement is submitted as well as on the entities that grant them,
    - d) the number of travellers for whom a contribution is due to the Tourist Guarantee Fund when a package or linked travel arrangement has been cancelled by the tour operator or entrepreneur facilitating linked travel arrangements owing to the insufficient number of enrolled travellers, if the performance of services is contingent upon the number of enrolled travellers and the contract is terminated or the traveller withdraws from the contract and if there is a change in the number of travellers covered by the contract;
  - 5) meet the information obligations in respect of the travellers, as referred to in Chapter 6.

2. The obligations referred to in Paragraph (1)(1) are fulfilled by tour operators and entrepreneurs facilitating linked travel arrangements by way of:

- 1) taking out a bank guarantee or insurance guarantee in accordance with the model form and the provisions laying down the minimum guarantee amount or
- 2) taking out an insurance policy covering travellers in accordance with the model form and the provisions laying down the minimum insurance amount or
- 3) concluding an amount concerning a travel escrow account in accordance with the model agreement and receiving the travellers’ payments only to that account, if performing packages or facilitating linked travel arrangements provided only in the territory of the Republic of Poland;

4) timely payment of due contribution amounts to the Tourist Guarantee Fund.

3. The financial security against insolvency shall benefit travellers regardless of their place of residence, the place of departure or where the package is sold and irrespective of the state where the entity in charge of the insolvency protection has its registered office.

4. A travel agent as well as a tour operator or entrepreneur facilitating linked travel arrangements who in the course of his activities also acts as a travel agent shall be required to:

- 1) conduct activities only for tour operators entered in the register referred to in Article 22(2) or having registered offices in the territory of one of the Member States of the European Union or a state referred to in Article 8(2);
- 2) clearly indicate the appropriate tour operator they represent in the contracts they conclude with travellers;
- 3) operate based on a valid agency contract;
- 4) meet the information obligations in respect of the travellers, as referred to in annexes to the Act.

5. The obligations referred to in Paragraphs (1), (2) and (4) shall apply at all times when the concerned entity conducts activities.

6. The obligations referred to in Paragraph (1) shall not apply to a tour operator or entrepreneur facilitating linked travel arrangements at times when they suspend their activities, if they notify the province marshal that they cease or suspend their activities as a tour operator or entrepreneur facilitating linked travel arrangements.

**Article 8.** 1. To a tour operator or entrepreneur facilitating linked travel arrangements who has no registered office in the territory of the European Union and who sells or offers for sale packages or linked travel arrangements in the territory of the Republic of Poland or in any other manner directs such activities at the territory of the Republic of Poland, the provisions of Article 7(1)(1)-(4) and Article 7(2) shall apply accordingly.

2. The provisions referred to in Paragraph (1) shall not apply to travel entrepreneurs having registered offices in the territory of states that, pursuant to an agreement with the European Union and its Member States, have implemented the provisions 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 (OJ L 326, 11.12.2015, p. 1) in their domestic legal order.

3. The minister competent for tourism shall make available for information purposes, on the website of the office supporting the minister, a list of the states referred to in Paragraph (2).

**Article 9.** 1. The contract list shall include the following data:

- 1) the booking or contract number;
- 2) the contract conclusion date;
- 3) the time when the package or linked travel arrangement is provided;

- 4) the number of travellers covered by the contract;
- 5) the total price of the services covered by the contract;
- 6) the place or itinerary covered by the contract;
- 7) the type of means of transport, if the contract covers carriage;
- 8) the dates and amounts of actually made prepayments;
- 9) the date and amount of refund for the traveller, if made.

2. The province marshal and the minister competent for tourism may, by way of inspection, access the data included in the contract list.

3. The data included in the contract list shall be made available at the request of the Insurance Guarantee Fund. The Insurance Guarantee Fund may process the data included in the contract list to an extent necessary to ensure the appropriate functioning of the Tourist Guarantee Fund.

**Article 10.** 1. If an entrepreneur facilitating linked travel arrangements fails to meet the obligations referred to in Article 7(1) and (2), the provisions of Articles 43 and 47-52 shall apply accordingly to the travel services covered by the linked travel arrangements.

2. Where a linked travel arrangement is the result of the conclusion of a contract between a traveller and a travel entrepreneur who does not facilitate the linked travel arrangement, that travel entrepreneur shall inform the entrepreneur facilitating the linked travel arrangement of the conclusion of the relevant contract.

**Article 11.** 1. Parties to an agreement concerning a travel escrow account shall be a tour operator or entrepreneur facilitating linked travel arrangements and a bank.

2. A bank that maintains a travel escrow account shall record the amounts paid in and out separately for every package travel contract or service paid for to an entrepreneur facilitating linked travel arrangements. The amounts paid in shall be transferred accordingly to the account of the tour operator or entrepreneur facilitating linked travel arrangements after the performance of the services covered by the contracts is confirmed.

3. The bank shall pay to the traveller the money paid to the travel escrow account up to the amount specified in the package travel contract or to the value of the service paid for to the entrepreneur facilitating linked travel arrangements based on:

- 1) a declaration of insolvency referred to in Article 13(1)(1) or based on a request by the province marshal referred to in Article 13(2) or
- 2) an instruction from the tour operator or entrepreneur facilitating linked travel arrangements or the traveller; the traveller's instruction shall be submitted together with an additional declaration on the termination of or withdrawal from a package travel contract or a contract concerning a service paid for to an entrepreneur facilitating linked travel arrangements or
- 3) an agreed declaration by the tour operator or entrepreneur facilitating linked travel arrangements and the traveller or

4) a final court ruling.

4. The money paid by travellers to the travel escrow account shall be covered by the protection referred to in Article 59(3a)-(6) of the Act of 29 August 1997 – Banking Law, as of the day when the package travel contract is concluded or the services provided by the entrepreneur facilitating linked travel arrangements are paid for.

**Article 12.** 1. The minister competent for financial institutions acting in agreement with the minister competent for tourism, after consulting the Polish Insurance Chamber, shall lay down, by way of a regulation, the minimum amount of guarantees referred to in Article 7(2)(1), depending on the type of the service, the nature, scope and type of activities conducted by tour operators and entrepreneurs facilitating linked travel arrangements as well as on the time and amount of prepayments received from travellers by tour operators and on the stated annual revenue generated by the provision of packages and facilitating linked travel arrangements, taking into account the need to ensure the appropriate protection and security for the travellers and sufficient funds to cover the costs and refund the payments as referred to in Article (7)(1)(1), at the same time appropriately differentiating the minimum amounts of guarantees.

2. The minister competent for financial institutions acting in agreement with the minister competent for tourism, after consulting the Polish Insurance Chamber, shall lay down, by way of a regulation, the minimum amount of insurance covering travellers as referred to in Article 7(2)(2), depending on the type of the service, the nature, scope and type of activities conducted by tour operators and entrepreneurs facilitating linked travel arrangements as well as on the time and amount of prepayments received from travellers by tour operator and on the stated annual revenue generated by the provision of packages and facilitating linked travel arrangements, taking into account the need to ensure the appropriate protection and security for the travellers and sufficient funds to cover the costs and refund the payments as referred to in Article (7)(1)(1), at the same time appropriately differentiating the minimum amounts of insurance covering travellers.

3. The minister competent for tourism acting in agreement with the minister competent for financial institutions shall lay down, by way of a regulation, the models of:

- 1) a bank guarantee form,
- 2) an insurance guarantee form,
- 3) a form for an insurance policy covering travellers,
- 4) an agreement concerning a travel escrow account

– with a view to including all elements of forms and agreements.

### Chapter 3

#### **Insolvency of tour operators and entrepreneurs facilitating linked travel arrangements**

**Article 13.** 1. In the event of insolvency a tour operator or entrepreneur facilitating linked travel arrangements shall submit to the competent province marshal:

- 1) the following declaration:



“I declare that owing to insolvency I am unable to perform the contracts referred to in Article 7(1)(3) of the Act of 24 November 2017 on package travel and linked travel arrangements, concluded with travellers as of ... and to ensure the covering of the costs of package continuation or of the travellers’ repatriation or to ensure that the travellers receive a refund of the payments or their part made for a package or linked travel arrangements, in accordance with Article 7(1)(1) of the Act of 24 November 2017 on package travel and linked travel arrangements.”;

- 2) a list of contracts that have not or will not be performed; the list shall be accompanied by the names and contact telephone numbers of travellers covered by those contracts;
- 3) the contact details of a tour guide or a person representing the travel entrepreneur, responsible for looking after the travellers, if such a guide or such a person has been designated.

2. If unable to obtain the declaration referred to in Paragraph 1(1), the province marshal shall request in writing that the entity granting the financial security pay out directly to the travellers without obtaining that declaration, if the circumstances make it obvious that the tour operator or the entrepreneur facilitating linked travel arrangements is unable to perform the contracts concluded with the travellers and to ensure the covering of the costs of package continuation or of the travellers’ repatriation or to ensure that the travellers receive a refund of the payments or their part made for a package or linked travel arrangements that have not or will not be performed.

3. The province marshal shall promptly submit the documents referred to in Paragraph (1) to the entity granting the financial security.

**Article 14.** 1. In the event of insolvency of a tour operator or entrepreneur facilitating linked travel arrangements the province marshal or a unit authorised by the marshal to issue instructions to make an advance payment to ensure the covering of the costs of package continuation or of the travellers’ repatriation shall take measures to arrange the travellers’ repatriation if the tour operator or entrepreneur facilitating linked travel arrangements fails to meet that obligation.

2. The content of the bank guarantee or insurance guarantee or insurance policy covering travellers as referred to in Article 7(2)(1) and (2) shall include the authorisation for the province marshal or for a unit authorised by the marshal to issue instructions to make an advance payment to ensure the covering of the costs of package continuation or of the travellers’ repatriation.

**Article 15.** 1. The entity granting the financial security referred to in Article 7(2)(1) and (2), each time upon receiving instructions from the province marshal or from a unit designated by the marshal, as referred to in Article 14(1), shall unconditionally and promptly, and no later than within three working days of receiving the instruction, provide the requested advance payment for covering the costs of package continuation or of the travellers’ repatriation.

2. Within 60 days of receiving the payment, the province marshal shall provide the entity granting the financial security referred to in Article 7(2)(1) and (2) with a written settlement of the advance payment received for covering the costs of package continuation or of the travellers’ repatriation, failing which the marshal shall refund the advance payment.

**Article 16.** The entity granting the financial security referred to in Article 7(2)(1) and (2), in every case of insolvency of a tour operator or entrepreneur facilitating linked travel arrangements, shall accept applications from travellers who have not been refunded for:

- 1) payments made for a package or linked travel arrangements if the package or linked travel arrangements have not or will not be performed,
  - 2) the part of payments made for a package or linked travel arrangements corresponding to the parts of the package or linked travel arrangements that have not or will not be performed,
  - 3) the costs of repatriation, if arranged by the travellers on their own
- for reasons due to the tour operator or the entrepreneur facilitating linked travel arrangements or persons acting on their behalf.

**Article 17.** 1. The application referred to in Article 16 shall include the name and contact address of the traveller aggrieved by the failure to perform obligations under the contract in whole or in part.

2. The application referred to in Article 16 shall be accompanied by:

- 1) a copy of the package travel contract concluded between the traveller and the tour operator or copies of documents confirming the purchase of linked travel arrangements for the provision of which an entrepreneur facilitating linked travel arrangements is responsible;
- 2) a copy of the proof of payment, to the tour operator or entrepreneur facilitating linked travel arrangements, of the amount due for the package or for travel arrangements for the provision of which the entrepreneur facilitating linked travel arrangements is responsible;
- 3) a declaration by the traveller:
  - a) stating that the tour operator or entrepreneur facilitating linked travel arrangements failed to meet contractual obligations of a specific value,
  - b) indicating the account at a bank or credit union to which money is to be paid from the financial security referred to in Article 7(2)(1) and (2) or another method for making a payment out of that security.

**Article 18.** The entity granting the financial security referred to in Article 7(2)(1) and (2) shall promptly, no later than within 30 days of receiving the traveller's application, verify it for compliance with requirements specified in Article 17 and with the actual state of affairs and provide the traveller with information on the detailed calculation of the amount due to the traveller or information that the application has been rejected in whole or in part, indicating the grounds. If it is necessary to conduct an additional investigation the deadline for responding shall be extended, however until no later than 90 days of receiving the application.

**Article 19.** Within no more than 30 days of delivering the information on the detailed calculation of the amount due to the travellers the entity granting the financial security referred to in Article 7(2)(1) and (2) shall pay those amounts directly to the travellers.

**Article 20.** 1. If the financial security referred to in Article 7(2)(1) and (2) proves insufficient to cover the costs of package continuation or of the travellers' repatriation, the entity granting the security shall promptly notify the competent province marshal or the Insurance Guarantee Fund thereof.

2. The province marshal or a unit designated by the marshal as referred to in Article 14(2) shall request the Insurance Guarantee Fund to make a payment out of the Tourist Guarantee Fund if the

financial security referred to in Article 7(2)(1) and (2) proves insufficient to cover the costs of package continuation or of the travellers' repatriation as referred to in Article 7(1)(1)(a).

3. The Insurance Guarantee Fund shall promptly make a payment, as referred to in Paragraph (2), to the province marshal or to a unit designated by the marshal, in an amount necessary to achieve the objective specified in Article 14.

4. The province marshal shall provide the Insurance Guarantee Fund with a written settlement of the amounts paid out of the Tourist Guarantee Fund, within 60 days of receiving the payment, failing which the payment shall be refunded.

**Article 21.** 1. If the financial security proves insufficient to cover the costs and to refund to the travellers the payments as referred to in Article 7(1)(1), the entity granting that security shall, promptly upon verifying the travellers' application, provide the Insurance Guarantee Fund and the competent province marshal with:

- 1) information on the amounts paid to those travellers out of that financial security;
- 2) calculation of the missing amounts needed to cover the costs and refund the payments in respect of every traveller.

2. The entity granting the financial security shall also submit to the Insurance Guarantee Funds the applications of travellers who have not obtained the full coverage of the costs or the refund of payments referred to in Article 7(1)(1).

3. The Insurance Guarantee Fund, promptly upon receiving the applications from travellers with the information referred to in Paragraph (1) shall pay the due amounts to the travellers and notify thereof the competent province marshal or the entity granting the financial security.

## Chapter 4

### **Rules for maintaining the register of tour operators and entrepreneurs facilitating linked travel arrangements and of the Central Records of Tour Operators and Entrepreneurs Facilitating Linked Travel Arrangements**

**Article 22.** 1. The provisions of the Act of 2 July 2004 on the freedom of economic activity (Journal of Laws of 2017, items 2168 and 2290) governing regulated economic activity and the control of an entrepreneur's economic activity shall apply accordingly to the activities of providing packages and facilitating linked travel arrangements.

2. The activities of providing packages and facilitating linked travel arrangements shall require the entry into the register of tour operators and entrepreneurs facilitating linked travel arrangements, hereinafter referred to as the "register".

3. The provision of Paragraph (2) shall apply to travel entrepreneurs referred to in Article 8(1).

4. The provision of Paragraph (2) shall not apply to travel entrepreneurs referred to in Article 8(2).

**Article 23.** 1. The authority competent to maintain the register shall be the province marshal

competent for the location of the registered office of a travel entrepreneur or for the place of residence of a travel entrepreneur being a natural person and in the case of a foreign entrepreneur that has opened a branch in the territory of the Republic of Poland, in accordance with the provisions of 2 July 2004 on the freedom of economic activity, the authority competent to maintain the register shall be the province marshal competent for the location of the branch.

2. In the case of a travel entrepreneur having no registered office or branch in the territory of the Republic of Poland, the authority competent to maintain the register shall be the province marshal chosen by that entrepreneur.

**Article 24.** 1. The entry in the register shall be made at the request of the travel entrepreneur, providing the following data:

- 1) the company name or the name of the travel entrepreneur, the entrepreneur's registered office and address and for an entrepreneur being a natural person – the entrepreneur's address of residence;
- 2) tax identification number (NIP), if any;
- 3) indication of the type of activities;
- 4) indication of the territorial reach of the conducted activities;
- 5) indication of the principal place of business entered in the register and of the branches;
- 6) e-mail address, if any;
- 7) telephone number, if any.

2. The travel entrepreneur's request shall be accompanied by a copy, certified by a barrister, legal counsel or notary, or the original of the guarantee or agreement referred to in Article 7(2)(1)-(3) and the following declaration:

“I declare that:

- 1) the data included in the request to be entered in the register of tour operators and entrepreneurs facilitating linked travel arrangements is complete and accurate;
- 2) I am familiar with and meet the conditions of activities of providing packages or facilitating linked travel arrangements specified in the Act of 24 November 2017 on package travel and linked travel arrangements.”.

3. The declaration shall also include:

- 1) the company name of the travel entrepreneur, the entrepreneur's registered office and address and for an entrepreneur being a natural person – the entrepreneur's address of residence;
- 2) an indication of the place and time of submitting the declaration;
- 3) the signature of the travel entrepreneur or of a person authorised to represent the entrepreneur, with an indication of that person's name and function.

4. A travel entrepreneur who intends to provide services only in the territory of the Republic of

Poland and to receive all payments made by travellers for the services performed into the travel escrow account referred to in Article 7(2)(3) shall submit the following declaration: “I declare that I will provide all packages and linked travel arrangements only in territory of the Republic of Poland and receive all payments made by travellers for services performed only into a travel escrow account.” and the original or a copy, certified by a barrister, legal counsel or notary, of the agreement concerning the travel escrow account.

5. A registration certificate shall include the data referred to in Paragraph (1), except the address of residence if different from the address where activities are conducted, the e-mail address and the telephone number.

6. The register shall be public except the address of residence if different from the address where activities are conducted, the e-mail address and the telephone number. Anybody may request the information included in the register by submitting an application referring to specific travel entrepreneurs.

7. The province marshal shall make available aggregate information included in the register:

- 1) upon request from tourism economic self-government units, non-governmental organisations whose statutory tasks include consumer protection and district (municipal) consumer ombudsmen;
- 2) for research and development purposes, without providing the identifying data of travel entrepreneurs.

8. The register may be maintained in the ICT system supporting the Central Records of Tour Operators and Entrepreneurs Facilitating Linked Travel Arrangements, hereinafter referred to as the “Records”.

9. The certificate referred to in Paragraph (5) shall be issued upon request. The certificate may be issued in the paper or electronic form, as selected by the requesting party.

10. A printout of up-to-date information on travel entrepreneurs entered in the Records, made using a function available in the ICT system supporting the Records, shall be equivalent to documents referred to in Paragraph (9), issued by province marshals, if it includes:

- 1) the address of the website on which the up-to-date information is placed concerning travel entrepreneurs entered in the Records;
- 2) an identifier making it possible to confirm that the printout has been made using a function available in the ICT system supporting the Records and the accuracy of data included in the printout at the time when it was made.

11. The provisions of the Act of 2 July 2004 on the freedom of economic activity concerning the authorities maintaining regulated activity registers shall apply accordingly to the tasks performed by the province marshal in connection with maintaining the register.

**Article 25.** 1. The minister competent for tourism shall maintain a central contact point facilitating administrative cooperation and supervision over tour operators and entrepreneurs facilitating linked travel arrangements conducting activities in the Member States of the European Union or in the states referred to in Article 8(2).

2. In the case of doubts regarding the security against the insolvency of a given travel entrepreneur the minister competent for tourism, on the minister's own initiative or at the request of a province marshal, shall, using the central contact point referred to in Paragraph (1), seek clarification from the state in which that travel entrepreneur has a registered office.

3. The minister competent for tourism shall promptly respond through the central contact point to requests from the states referred to in Paragraph (1) regarding the security against the insolvency of a given travel entrepreneur. A first response shall be issued at the latest within 15 working days of receiving the request.

4. Through the central contact point referred to in Paragraph (1) the minister competent for tourism shall make available any necessary information on requirements regarding protection against the insolvency of tour operators and entrepreneurs facilitating linked travel arrangements and of entities in charge of the protection against their insolvency and shall make available the Records.

**Article 26.** 1. A tour operator or entrepreneur facilitating linked travel arrangements shall notify the authority maintaining the register of a change in the entry in the Central Registration and Information on Economic Activity or in the National Court Register's register of entrepreneurs, that change being the disclosure of information on the suspension, extension of suspension or resumption of activities, within 7 days of disclosing that information.

2. The notification referred to in Paragraph (1) shall not release the tour operator or entrepreneur facilitating linked travel arrangements from the obligation to perform the contracts concluded with travellers prior to the suspension of activities.

3. The authority maintaining the register shall, ex officio, remove a tour operator or entrepreneur facilitating linked travel arrangements, by way of an administrative decision, from the register in the event of failure to submit the notification of a change in the entry in the Central Registration and Information on Economic Activity or in the National Court Register's register of entrepreneurs, that change being the disclosure of information on the resumption of activities, after the lapse of the suspension period.

**Article 27.** 1. As part of the Tourist Guarantee Fund the Insurance Guarantee Fund shall create and maintain an ICT system supporting the Records.

2. The ICT system referred to in Paragraph (1) shall meet the minimum requirements for ICT systems and ensure system interoperability in line with the rules laid down in the National Interoperability Framework.

3. The Insurance Guarantee fund shall make available:

- 1) a statement of electronic document structures, data formats and communication and encryption protocols applied in the ICT system's interface software;
- 2) acceptance tests.

4. The solutions referred to in Paragraph (3)(1) may not go beyond the scope of minimum requirements for ICT systems.

5. The Insurance Guarantee Fund may not make available acceptance tests if the interface software is to use only data formats and communication and encryption protocols referred to in implementing provisions issued pursuant to Article 18(1) of the Act of 17 February 2005 on the

digitalisation of the operation of entities performing public tasks (Journal of Laws of 2017, item 570).

6. Based on the information concerning entries in the register submitted in the electronic form by province marshals, the minister competent for tourism shall make available the Records, maintained by the Insurance Guarantee Fund, on the website of the office supporting the minister.

7. The province marshal shall enter data in the Records and modify and remove entries from the Records based on:

- 1) an entry in the register or a change to that entry;
- 2) documents referred to in Article 7(2)(1)-(3);
- 3) an administrative decision to remove a travel entrepreneur from the register and to prohibit the entrepreneur from performing activities subject to entry in the register for three years, issued ex officio;
- 4) an administrative decision to remove a travel entrepreneur from the register and to prohibit the entrepreneur from performing activities subject to entry in the register for three years, issued at the request of the Insurance Guarantee Fund;
- 5) an administrative decision to remove a travel entrepreneur from the register in the event referred to in Article 26(3), issued ex officio;
- 6) an administrative decision to remove a travel entrepreneur from the register upon obtaining information of a travel entrepreneur's death or upon obtaining information from the Central Registration and Information on Economic Activity or from the National Court Register of the removal of a travel entrepreneur, issued ex officio;
- 7) an administrative decision to remove from the register a travel entrepreneur having a registered office in a state referred to in Article 8(2);
- 8) an administrative decision to remove a travel entrepreneur from the register, issued at the request of the travel entrepreneur in connection with the cessation of activities subject to entry in the register;
- 9) an administrative decision ascertaining that a tour operator or entrepreneur facilitating linked travel arrangements conducts activities without being entered in the register as required and prohibiting the conduct the activities of a tour operator or entrepreneur facilitating linked travel arrangements for three years;
- 10) notifications on the initiation of proceedings concerning removal from the register;
- 11) an administrative decision to discontinue proceedings concerning removal from the register;
- 12) notifications on the suspension, extension of suspension or resumption by a travel entrepreneur of the activities of a tour operator or entrepreneur facilitating linked travel arrangements;
- 13) declarations of a travel entrepreneur's insolvency referred to in Article 13(1)(1) or based on a request by the province marshal, referred to in Article 13(2).

8. The province marshal shall rectify ex officio an entry in the records that contains inaccuracies, clerical errors or other obvious mistakes.

**Article 28.** 1. As part of the Records catalogues shall be maintained of travel entrepreneurs:

- 1) removed from the register ex officio or at the request of the Insurance Guarantee Fund and prohibited from performing activities subject to entry in the register;
- 2) who were found to perform activities without being entered in the register as required and prohibited from conducting the activities of a tour operator or entrepreneur facilitating linked travel arrangements for three years;
- 3) against whom proceedings concerning removal from the register have been initiated;
- 4) who have submitted an insolvency declaration or in whose case the province marshal has requested a payment to be made out of the financial security without obtaining that declaration.

2. The grounds for the inclusion in the catalogue referred to:

- 1) in Paragraph (1)(1), shall be an effectively served administrative decision by the province marshal removing the entrepreneur from the register and prohibiting the entrepreneur from performing activities that are subject to entry in the register;
- 2) in Paragraph (1)(2), shall be an effectively served administrative decision by the province marshal ascertaining that the entrepreneur conducts activities without the required entry in the register and prohibiting the entrepreneur from performing activities that are subject to entry in the register;
- 3) in Paragraph (1)(3), shall be an effectively served notification, in the paper or electronic form, on the initiation of proceedings concerning removal from the register;
- 4) in Paragraph (1)(4), shall be the submission of the insolvency declaration referred to in Article 13(1)(1) by the travel entrepreneur to the province marshal or a request by the province marshal for the payment referred to in Article 13(2).

3. The catalogues referred to in Paragraph (1)(1) and (2) shall indicate the time for which the entrepreneur is prohibited from conducting the activities of a tour operator or entrepreneur facilitating linked travel arrangements.

4. The entrepreneur shall be removed from the catalogues referred to in Paragraph (1)(1) and (2) upon the lapse of the time indicated in Paragraph (3).

5. The entrepreneur shall be removed from the catalogue referred to in Paragraph (1)(3) on the day when the administrative decision removing the entrepreneur from the register and prohibiting the entrepreneur from performing activities that are subject to entry in the register is effectively served on the party or the administrative decision to discontinue proceedings concerning removal from the register becomes final.

6. The entrepreneur shall be removed from the catalogue referred to in Paragraph (1)(4) on the day when the administrative decision removing the entrepreneur from the register and prohibiting the entrepreneur from performing activity subject to entry in the register is effectively served on the party.



**Article 29.** 1. The Records shall be public. Anybody may request the information included in the Records by submitting an application referring to specific travel entrepreneurs.

2. The province marshal may access the information included in the Records, regardless of the location of the travel entrepreneur's registered office and if the travel entrepreneur is a natural person – of the entrepreneur's place of residence.

3. The minister competent for tourism shall have access to the information included in the Records and may process it and require the Insurance Guarantee Fund to make available specific information from the Records within three working days.

4. The aggregate information included in the Records shall be made available:

- 1) upon request from tourism economic self-government units, non-governmental organisations whose statutory tasks include consumer protection and district (municipal) consumer ombudsmen;
- 2) for research and development purposes, without providing the identifying data of travel entrepreneurs.

5. The minister competent for tourism shall, by way of a regulation, lay down the organisation, a detailed manner of maintaining the Records and the manner of providing the information included in the entry, taking into account the necessity to ensure the efficient collection and update of data included in the Records and its security, also with regard to documents and data referred to in Article 27(7) based on which an entry in the Records is made.

6. The minister competent for tourism, based on data made available by the Insurance Guarantee Fund within the scope of the Records shall make available and provide public sector information with a view to its reuse in accordance with the Act of 25 February 2016 on the reuse of public sector information (Journal of Laws, item 352 and of 2017, item 60).

7. The minister competent for tourism, in consultation with the minister competent for financial institutions, after consulting the Insurance Guarantee Fund, shall lay down, by way of a regulation, the minimum functionality of the ICT system referred to in Article 27(1), taking into account the need to ensure the efficient collection, update and analysis of the data included in the records as well as the need to ensure the secure transmission and verification of data and information by way of data teletransmission.

**Article 30.** 1. The minister competent for tourism and the province marshal may control the travel entrepreneur's activities regarding:

- 1) accuracy of the data included in the declaration referred to in Article 24(2);
- 2) compliance of the conducted activities with the entry in the register;
- 3) compliance with the conditions of conducting the activities as specified in the Act, in particular regarding the amount of financial security and the payment of contributions to the Tourist Guarantee Fund;
- 4) compliance of the conducted activities with the concluded agency agreements;
- 5) compliance with the information obligations in respect of travellers, as referred to in Chapter 6.

2. The minister competent for tourism and the province marshal may control the activities of providing packages and facilitating linked travel arrangements conducted by entities not entered in the register to an extent necessary to ascertain whether that activities require an entry in the register.

3. The minister competent for tourism and the province marshal may control the activities of travel agents and other persons concluding package travel contracts with travellers on behalf of tour operators, to verify if the requirements specified in the Act were complied with when concluding those agreements.

4. The province marshal may control the compliance of activities conducted by tour operators or entrepreneurs facilitating linked travel arrangements with the provisions of Article 7, Article 8, Article 9(3) and (4) as well as Article 12(1) and (2) of 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 334, 17.12.2010, p. 1, as amended), hereinafter referred to as “Regulation No 1177/2010”.

5. The province marshal may control the compliance of activities conducted by tour operators or entrepreneurs facilitating linked travel arrangements with the provisions of Article 9, Article 10(2)-(5), Article 14(3) and (4) as well as Article 15 of 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 55, 28.2.2011, p. 1), hereinafter referred to as “Regulation No 181/2011”.

6. If as a result of the control referred to in Paragraphs (1)-(3) the minister competent for tourism finds irregularities in the conduct of the activities, the minister shall request the province marshal to take appropriate measures.

7. The province marshal shall issue administrative decisions:

- 1) removing a travel entrepreneur from the register and prohibiting the entrepreneur from conducting activities subject to entry in the register for three years in cases referred to in Article 71(1) of the Act of 2 July 2004 on the freedom of economic activity, ex officio;
- 2) removing a travel entrepreneur from the register and prohibiting the entrepreneur from conducting activities subject to entry in the register for three years in cases of a gross violation of a condition of conducting the activities referred to in Article 31(2), at the request of the Insurance Guarantee Fund, unless the entrepreneur satisfies his statutory obligations before an administrative decision is issued;
- 3) removing a travel entrepreneur from the register in connection with the entrepreneur’s cessation of activities subject to entry in the register at that entrepreneur’s request;
- 4) prohibiting an entrepreneur from conducting the activities of a tour operator or entrepreneur facilitating linked travel arrangements for three years ex officio or ascertaining that the entrepreneur conducts the activities of a tour operator or entrepreneur facilitating linked travel arrangements without being entered in the register as required;
- 5) removing a travel entrepreneur from the register in the event referred to in Article 26(3), ex officio;
- 6) removing a travel entrepreneur from the register upon obtaining information on the

entrepreneur's death or upon obtaining information from the Central Registration and Information on Economic Activity or from the National Court Register on the removal of the travel entrepreneur, ex officio;

- 7) removing from the register a travel entrepreneur having a registered office in a state referred to in Article 8(2);
- 8) discontinuing proceedings to remove a travel entrepreneur from the register pursuant to Article 105 of the Act of 14 June 1960 – Code of Administrative Proceedings (Journal of Laws of 2017, item 1257).

8. The administrative decisions referred to in Paragraph (7)(1), (2) and (4) shall be immediately enforceable.

9. The administrative decision referred to in Paragraph (7)(4) shall in particular include the date of ascertaining that an entrepreneur conducts the activities of a tour operator or entrepreneur facilitating linked travel arrangements without being entered in the register as required.

**Article 31.** It shall be a gross violation of the conditions of conducting the activities to:

- 1) offer or sell packages or linked travel arrangements without previously taking out the guarantee or concluding the agreement referred to in Article 7(2)(1) and (2) or without concluding an agreement and submitting the declaration referred to in Article 24(4);
- 2) fail, despite being called upon to, to meet the requirement to submit declarations or to pay due contributions to the Tourist Guarantee Fund in a timely manner;
- 3) fail, despite being called upon to, to meet the requirement to maintain a contract list;
- 4) for a travel entrepreneur, conclude further package travel contracts or facilitate linked travel arrangements or receive payments from travellers in respect of those contracts despite having submitted an insolvency declaration or if the province marshal requests payment out of financial security without that declaration, in accordance with Article 13(2);
- 5) conclude the contracts referred to in Article 7(2)(1) and (2), for financial security amounts lower than the minimum amounts of bank or insurance guarantees or the minimum guarantee amounts of insurance policies covering travellers;
- 6) fail to submit, despite being called upon, the up-to-date document referred to in Article 7(2)(1) or (2) to the province marshal;
- 7) conduct activities beyond the territorial reach specified in the register entry;
- 8) receive payments from travellers without using the travel escrow account despite having submitted the declaration referred to in Article 24(4).

**Article 32.** 1. The province marshal shall, by way of an administrative decision, remove from the register a travel entrepreneur entered in the register and acting as a travel agent in relation to travellers for the following deficiencies:

- 1) failure to indicate clearly the appropriate tour operator the entrepreneur represents in the contracts concluded with travellers,

- 2) concluding package travel contracts for a travel entrepreneur who, despite being required to do so, has not been entered in the register or has no financial security against insolvency, or
- 3) operates without a valid agency agreement or acts beyond its scope, or
- 4) fails to comply with the information obligations in respect of travellers, as referred to in Chapter 6.

2. The travel entrepreneur referred to in Paragraph (1) shall not be entered in the register earlier than three years after the day on which the administrative decision was effectively served, removing the entrepreneur from the register and prohibiting him from conducting activities subject to entry in the register.

3. A travel entrepreneur who is not entered in the register and acting as a travel agent in relation to travellers is deficient in ways referred to in Paragraph (1) shall be regarded as a tour operator operating without being entered in the register as required.

4. A travel agent selling or offering for sale packages created by a tour operator without a registered office in the territory of the European Economic Area or of a state referred to in Article 8(2) shall be subject to obligations referred to in Article 7(1)(1)-(4) and Article 7(2), Article 13(1) and Articles 48-52, unless the agent proves that the tour operator meets the conditions laid down in those provisions. A travel agent who fails to meet those obligations shall be regarded as a tour operator operating without being entered in the register as required.

## Chapter 5

### **Tourist Guarantee Fund**

**Article 33.** 1. The Tourist Guarantee Fund, hereinafter referred to as the “Fund” shall be a separate account in the Insurance Guarantee Fund referred to in Chapter 7 of the Act of 22 May 2003 on compulsory insurance, the Insurance Guarantee Fund and Polish Motor Insurers’ Bureau (Journal of Laws of 2016, items 2060 and 1948 and of 2017, items 1089 and 1926).

2. The Fund shall be supported by the Insurance Guarantee Fund.

**Article 34.** 1. The Fund’s money shall be collected in a separate bank account of the Insurance Guarantee Fund.

2. The Fund shall be financed with:

- 1) payments made by travel entrepreneurs referred to in Article 7(2)(4);
- 2) interest on the money held in the bank account referred to in Paragraph (1);
- 3) revenue generated by investing the Fund’s money;
- 4) money obtained by the Insurance Guarantee Fund via loans and credits granted to the Fund;
- 5) other proceeds.

3. The Fund's money shall be invested with the highest possible caution, quality and profitability, while at the same time ensuring the liquidity of the Fund.

4. If there is a shortage of money necessary for the appropriate functioning of the Fund, including for the execution of tasks referred to in Article 20(3) and Article 21, the Insurance Guarantee Fund may grant the Fund repayable financing on conditions corresponding to the percentage rate on deposit accounts obtained by the Insurance Guarantee Fund in a given period, taking into account the security and liquidity of the Insurance Guarantee Fund. The amount of the repayable financing granted to the Fund by the Insurance Guarantee Fund cannot exceed 5% of the investments made using of the statutory funds of the Insurance Guarantee Fund in a financing period of up to one year.

5. The Insurance Guarantee Fund may request a travel entrepreneur to repay the amounts paid out as referred to in Article 20(3) and Article 21 if after:

- 1) the submission of the insolvency declaration referred to in Article 13(1)(1), or
- 2) a request made by the province marshal for a payment out of the financial security in accordance with Article 13(2)

– the travel entrepreneur continues to conduct the activities of a tour operator or entrepreneur facilitating linked travel arrangements.

6. The Insurance Guarantee Fund may seek the repayment of the paid out funds referred to in Article 35(1) from the bankruptcy estate of the tour operator or entrepreneur facilitating linked travel arrangements.

7. The receivables referred to in Paragraph (5) may be reported by the Insurance Guarantee Fund to the insolvency administrator until the plans to distribute the funds of the bankruptcy estate are finally executed.

**Article 35.** 1. The Fund shall cover the costs and finance the refund of payments referred to in Article 7(1)(1) if the financial security proves insufficient.

2. The Fund shall repay the credits and loans referred to in Article 34(2)(4), together with the interest and other costs of servicing the credits and loans. The credits and loans shall not be repaid with the money from the Insurance Guarantee Fund other than money collected in the account referred to in Article 34(1).

3. The Fund shall cover the costs associated with payments made out of the Fund referred to in Paragraph (1) and the costs of its support by the Insurance Guarantee Fund. The Fund's claims and liabilities shall not be covered with the money from the Insurance Guarantee Fund other than the money collected in the account referred to in Article 34(1).

**Article 36.** 1. The contribution to the Fund shall be calculated in an amount no higher than PLN 30 per traveller in relation to the concluded package travel contract or to each service provided by an entrepreneur facilitating linked travel arrangements and paid for by the traveller.

2. The contribution shall be payable on the day when the contract is concluded or when the traveller pays the tour operator or entrepreneur facilitating linked travel arrangements if it is prior to the contract conclusion.

3. In the case of general contracts the day when the contribution becomes payable to the Fund

shall be the day when an order is delivered on paper on another durable medium to the tour operator or entrepreneur facilitating linked travel arrangements, specifying in particular the destination, the mode and means of transport, if the contract covers carriage, the number of persons that are to use, respectively, the package and the linked travel arrangements.

4. A contribution paid to the Fund shall not be refunded. In the case of:

- 1) a contribution paid or payable in a given month for a traveller whose package or linked travel arrangement has been cancelled by a tour operator or entrepreneur facilitating linked travel arrangements due to the insufficient number of enrolled travellers, if the performance of the services is dependent on the number of enrolled travellers,
- 2) a change in the number of travellers, place of performance of the package or linked travel arrangement, the type of the provided means of transport and the termination of the contract or the traveller's withdrawal from it

– the contribution shall be counted towards the future payable contributions.

5. The refund of payments made to the Fund shall only be acceptable if:

- 1) the travel entrepreneur has been removed from the register after having ceased to conduct activities subject to entry in the register and has submitted all the required declarations and has paid all the due contributions for the period of conducting the activities and the paid contributions are not subject to further accounting;
- 2) they have been made in an amount higher than the amount payable specified in the declaration submitted to the Insurance Guarantee Fund;
- 3) they have been made by an entity not having an obligation in respect of the Fund.

6. The travel entrepreneur, in the case referred to:

- 1) in Paragraph (5)(1), may apply to the Insurance Guarantee Fund for the refund of contributions not subject to further accounting, no later than 14 days after the day when the administrative decision becomes final of the province marshal removing the entrepreneur from the register after the entrepreneur has ceased to conduct activities subject to entry in the register;
- 2) in Paragraph (5)(2) or (3), may apply to the Insurance Guarantee Fund for the refund of payment, no later than 30 days after the day when the entrepreneur made the payment.

7. Claims for the refund of payments referred to in Paragraph (5) shall become time-barred after three years.

8. The application for payment refund submitted to the Insurance Guarantee Fund shall indicate the amount to be refunded. The application shall be accompanied by:

- 1) a copy of the final administrative decision of the province marshal removing the entrepreneur from the register after the entrepreneur has ceased to conduct activities subject to entry in the register along with the list of contracts giving rise to contributions subject to refund in the case referred to in Paragraph (5)(1);
- 2) a corrected version of the submitted declaration with the list of contracts giving rise to

contributions subject to refund in the case referred to in Paragraph (5)(2);

3) documents demonstrating the absence of a liability in respect of the Fund in the case referred to in Paragraph (5)(3).

9. The minister competent for financial institutions acting in agreement with the minister competent for tourism, after consulting the Insurance Guarantee Fund, shall lay down, by way of a regulation, the amount of the contribution to the Fund, depending on the nature of activities conducted, type of service, place of performance of the package or linked travel arrangement, mode of transport and the type of means of transport provided, taking account of the need to ensure the appropriate protection and security to travellers and having regard to the Fund's financial needs linked to the performance of its tasks under the Act, with the possibility of setting the minimum contribution at PLN 0.

**Article 37.** 1. Travel entrepreneurs required to pay contributions to the Fund in due amount without being called upon to shall:

- 1) calculate the amount of the contribution payable to the Fund for one month and pay that amount and
- 2) submit the declarations referred to in Article 7(1)(4) to the Insurance Guarantee Fund

– until the 21st day of the month following a given period.

2. In the event of a failure to submit a declaration or pay the due contributions in a timely manner the Insurance Guarantee Fund shall request in writing the tour operator or entrepreneur facilitating linked travel arrangements to meet their obligations referred to in Paragraph (1) within no more than 14 days of receiving the request. If the request is not satisfied within that time-limit, the Insurance Guarantee Fund may seek the payment of the due contributions together with interest. The request shall be sent for information to the competent province marshal.

3. If the deadline specified in the request referred to in Paragraph (2) is not met, the Insurance Guarantee Fund shall request the competent province marshal to issue the administrative decision referred to in Article 30(7)(2).

4. The Insurance Guarantee Fund shall collect and process the data included in the declaration referred to in Article 7(1)(4) in order to verify the correctness of the amount of the contributions paid as referred to in Paragraph (1)(1), conduct analyses, assess risks and the adequacy of its existing means.

5. The minister competent for tourism acting in agreement with the minister competent for financial institutions, after consulting the Insurance Guarantee Fund, shall lay down, by way of a regulation, a model of the declaration referred to in Article 7(1)(4), with a view to enabling the identification of the travel entrepreneur required to pay contributions to the Fund in due amounts and to enable the verification of the contribution amount.

6. The declarations referred to in Article 7(1)(4) shall be submitted exclusively through electronic means of communication.

**Article 38.** 1. Within 30 days of the last day of every quarter the Insurance Guarantee Fund shall submit a quarterly statement on the state of its funds and their use to the minister competent for tourism and minister competent for financial institutions.

2. The minister competent for tourism acting in agreement with the minister competent for financial institutions shall lay down, by way of a regulation, the scope of the quarterly statement referred to in Paragraph (1), taking into account the requirement to ensure the completeness of the information on the functioning of the Fund.

## Chapter 6

### **Information obligations in relation to travellers and the package travel contract**

**Article 39.** 1. A tour operator, entrepreneur facilitating linked travel arrangements and travel agent, when intermediating in the sale of package travel, prior to concluding the contract shall provide travellers with standard information using an appropriate standard information form.

2. If a given type of linked travel arrangements is not covered by the standard information form, the entrepreneur facilitating linked travel arrangements shall provide travellers, in a clear, comprehensible and prominent manner with information concerning:

- 1) insolvency protection;
- 2) the sole responsibility for the due performance, by every provider separately, of its service in accordance with the contract;
- 3) the non-application of the provisions of the Act that only concern package travel to linked travel arrangements.

3. The standard information form:

- 1) for package travel contracts, if the use of a hyperlink is possible, shall be laid down in Annex 1 to the Act;
- 2) for package travel contracts, if the use of a hyperlink is not possible, shall be laid down in Annex 2 to the Act;
- 3) if a tour operator provides data to another travel entrepreneur, in accordance with Article 5(1)(2)(e), shall be laid down in Annex 3 to the Act;
- 4) if the entrepreneur facilitating online linked travel arrangements within the meaning of Article 6(1)(1) is a carrier selling a return ticket, shall be laid down in Annex 4 to the Act;
- 5) if the entrepreneur facilitating online linked travel arrangements within the meaning of Article 6(1)(1) is an entrepreneur other than a carrier selling a return ticket, shall be laid down in Annex 5 to the Act;
- 6) in the case of linked travel arrangements within the meaning of Article 6(1)(1), if the contracts are concluded in the simultaneous physical presence of the entrepreneur facilitating linked travel arrangements other than a carrier selling a return ticket and the traveller, shall be laid down in Annex 6 to the Act;
- 7) if the entrepreneur facilitating online linked travel arrangements within the meaning of Article 6(1)(2) is a carrier selling a return ticket, shall be laid down in Annex 7 to the Act;



8) if the entrepreneur facilitating online linked travel arrangements within the meaning of Article 6(1)(2) is an entrepreneur other than a carrier selling a return ticket, shall be laid down in Annex 8 to the Act.

4. The provisions of Paragraphs (1) and (2) shall also apply to entrepreneurs facilitating linked travel arrangements who have no registered offices in the territory of the European Union or of a state referred to in Article 8(2) and who direct their activities at the territory of the Republic of Poland.

**Article 40.** 1. Before the traveller is bound by any package travel contract or a corresponding offer, a tour operator or travel agent, when intermediating in the sale of package travel, shall provide the traveller with the following information:

- 1) the main characteristics of the travel services:
  - a) the place of stay, itinerary and the duration of the package, including at least approximate start and end dates and the number of nights included in the package travel,
  - b) the type, class, category or nature of the means of transport as well as transport information, in particular the time and place of departure and intermediate stops and if the exact time has not yet been determined – the approximate time of departure and return,
  - c) the location, type and category of accommodation, according to the provisions of the country of stay,
  - d) the number and type of meals,
  - e) a detailed sight-seeing plan, excursions or other services included in the price of the package,
  - f) whether any travel services will be provided in a group and, if possible, the approximate size of the group,
  - g) information on language requirements, if the traveller's benefit from certain travel services depends on effective oral communication,
  - h) information on the availability of travel services for persons with reduced mobility and, upon the traveller's request, precise information on the possibility of adjusting them to the traveller's needs;
- 2) the amount or percentage share of the pre-payment in the package price as well as the time-limits for making the pre-payment and paying the full price, the manner of payment and indication whether the payment is received into a travel escrow account;
- 3) the 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 package travel contract, an indication of the type of additional costs which the traveller may have to bear;
- 4) the minimum number of persons required for the package to take place;
- 5) the time-limit for notifying the traveller in writing of the possible cancellation of the package owing to the insufficient number of enrolled travellers, if the performance of the package

depends on the number of enrolled travellers;

- 6) information that the traveller may terminate the package travel contract at any time prior to the start of the package in return for payment of an appropriate fee and the amount of that fee;
- 7) general information on the existing passport, visa and sanitary provisions and on health requirements for participating in the package travel;
- 8) the trading name and address of the tour operator or travel agent as well as their telephone numbers and e-mail addresses;
- 9) information on optional or compulsory insurance to cover the cost of termination of the package travel contract by the traveller or the cost of assistance, including repatriation, in the event of accident, illness or death.

2. The information referred to in Paragraph (1) shall be provided in a clear, comprehensible and prominent manner and shall not mislead the traveller. If it is made available on paper it shall be legible.

3. Prior to the conclusion of a package travel contract the tour operator or travel agent shall communicate to the traveller in a clear, comprehensible and prominent manner any changes in the information referred to in Paragraph (1).

4. In the case of packages referred to in Article 5(1)(2)(e), the tour operator and travel entrepreneur to whom data is transferred shall ensure – each of them separately – that prior to concluding the contract the traveller is provided with the information referred to in Paragraph (1) to an extent to which it concerns the travel services they offer. The tour operator shall also provide information using the form laid down in Annex 3 to the Act.

5. If prior to the conclusion of the package travel contract the information obligations have not been fulfilled concerning additional fees or other costs referred to in Paragraph (1)(3), the traveller shall not bear those fees or costs.

6. For package travel contracts concluded by telephone, the tour operator and travel agent shall provide the traveller with information included in Paragraph (1) and in Annex 2 to the Act.

**Article 41.** As regards compliance with the information obligations, the burden of proof shall be on the travel entrepreneur.

**Article 42.** 1. The package travel contract shall be drafted in a clear, comprehensible and legible manner.

2. At the conclusion of the package travel contract or immediately thereafter, the tour operator or travel agent shall provide the traveller with a copy or confirmation of the contract on a durable medium.

3. The traveller shall be entitled to request a paper copy of the package travel contract if the contract has been concluded in the simultaneous physical presence of the parties.

4. The package travel contract or confirmation of the contract shall set out the full content of the agreement which shall include the information referred to in Article 40(1) and:

- 1) the name and contact details (address, telephone number, e-mail address) of the person representing the tour operator or of the tour guide responsible for the performance of the package;
- 2) the name of the entity in charge of the insolvency protection in the form referred to in Article 7(2)(1)-(3) and its contact details, including the address;
- 3) information on the traveller's right to transfer rights and obligations as referred to in Article 43(1);
- 4) special requirements of which the traveller has notified the tour operator and to which the parties to the package travel contract have agreed;
- 5) information on available in-house complaint handling procedures and on out-of-court consumer dispute resolution methods referred to in the Act of 23 September 2016 r. on out-of-court consumer dispute resolution (Journal of Laws, item 1823) and, accordingly, on the entities authorised to resolve out-of-court consumer disputes which are competent for the travel entrepreneur, 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 (Regulation on consumer ODR) (OJ L 165, 18.6.2013, p. 1);
- 6) information that the traveller is required to communicate any lack of conformity which he perceives during the performance of the package;
- 7) information enabling direct contact with a person below the age of 18 years or with a person responsible for that person at the former person's place of stay, if persons below the age of 18 years, unaccompanied by a parent or another authorised person, travel on the basis of a package travel contract which includes accommodation;
- 8) information that the tour operator is:
  - a) liable for the proper performance of all the travel services included in the package travel contract,
  - b) obliged to provide the assistance referred to in Article 52.

5. The information referred to in Article 40(1)(1)-(6) shall be an integral element of the package travel contract and shall not change unless the parties agree otherwise or in the cases referred to in Article 45(2) or Article 46(1).

6. The provisions of contracts concluded with travellers and declarations made by the tour operator or the entrepreneur facilitating linked travel arrangements intended to exclude or limit the liability laid down in the Act shall be invalid.

7. Tour operators organising package travel abroad shall take out insurance covering travellers against the risk of accidents and the cost of medical treatment.

8. Tour operators and entrepreneurs facilitating linked travel arrangements shall issue to a traveller paying all or part of the amount payable under the concluded contract a written confirmation that they have the financial security and pay contributions to the Fund as referred to in Article 7(2), and they shall also indicate how to apply for a payment out of that security in cases

specified in the Act.

9. For packages referred to in Article 5(1)(2)(e), the travel entrepreneur to whom the data is transmitted shall inform the tour operator of the conclusion of the contract leading to the creation of a package. The travel entrepreneur shall provide the tour operator with the information necessary to comply with his obligations as a tour operator. As soon as the tour operator is informed that a package has been created, the tour operator shall provide to the traveller the information referred to in Paragraph (4) on a durable medium.

10. The information referred to in Paragraphs (4) and (8) shall be provided to the traveller in a clear, comprehensible and prominent manner.

11. Before the start of the package, the tour operator 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.

12. A traveller who has concluded an off-premises contract within the meaning of Article 2(2) of the Act of 30 May 2014 on consumer rights (Journal of Laws of 2017, item 683) shall receive a copy or confirmation of the package travel contract on paper or, if the traveller agrees, on another durable medium.

**Article 43.** 1. Without the consent of the tour operator the traveller may transfer all the rights the traveller has under the package travel contract to a person meeting the conditions for participation in package travel if at the same time that person assumes all the obligations arising out of that contract.

2. The transfer of rights and obligations referred to in Paragraph (1) shall be effective in relation to the tour operator if the traveller gives the tour operator reasonable notice thereof on a durable medium. Notice given at the latest seven days before the start of the package shall in any event be deemed to be reasonable.

3. If the transfer of rights and obligations referred to in Paragraph (1) involves additional costs for the tour operator, the tour operator shall prove them to the traveller when demanding their payment. Those costs shall be reasonable and shall not exceed the actual cost incurred by the tour operator because of the transfer of the package travel contract.

4. The traveller and the person assuming the traveller's rights shall be jointly and severally liable for the payment of the balance of the price of the package travel contract and costs borne by the tour operator as a result of the change.

**Article 44.** Before the start of the package the tour operator may unilaterally change the conditions of the package travel contract only in the cases referred to in Article 45(1) and (2) or in Article 46(1).

**Article 45.** 1. After the conclusion of the package travel contract, prices may be increased only if the contract expressly reserves that possibility and states that the traveller is entitled to price reduction under Paragraph (5).

2. The package travel contract shall state how price revisions are to be calculated. Price increases shall be possible exclusively as a direct consequence of changes in:

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

- 2) the amount of taxes or fees on the travel services included in the package travel contract imposed by entities not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports;
- 3) the exchange rates relevant to the package.

3. The price set in the package travel contract shall not be increased in the period of 20 days preceding the start of the package.

4. The tour operator shall notify the traveller on a durable medium, in a clear and comprehensible manner, of the price change, justify the increase and indicate the manner of its calculation.

5. If the package travel contract stipulates the possibility of price increases, the traveller shall have the right to a price reduction corresponding to a decrease in the costs referred to in Paragraph (2) that occurs after the conclusion of the contract before the start of the package.

6. In the event of a price decrease, the tour operator may deduct actual administrative expenses from the refund owed to the traveller. At the traveller's request, the tour operator shall provide proof of administrative expenses incurred.

**Article 46.** 1. Before the start of the package the tour operator may also unilaterally change package travel contract terms also if the following conditions are cumulatively met:

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

2. The tour operator that, before the start of the package:

- 1) is forced to change the main characteristics of the travel services referred to in Article 40(1)(1) or
- 2) cannot satisfy the special requirements referred to in Article 42(4)(4) or
- 3) proposes a price increase of more than 8 % of the total package price in accordance with Article 45(2)

– shall immediately notify the traveller thereof on a durable medium. At the same time the tour operator may offer to the traveller a substitute package, if possible of the same or a higher quality.

3. In the notification referred to in Paragraph (2) the tour operator shall inform the traveller in a clear, comprehensible and prominent manner of:

- 1) the change in the package travel contract terms and its impact on the price, if any;
- 2) a reasonable period within which the traveller is to inform the tour operator of his decision referred to in Paragraph (4);
- 3) withdrawal from the package travel contract with a refund of all payments made and without the obligation to pay a withdrawal fee if the traveller fails to respond in the period referred to in

Point (2);

4) a substitute package and its price, if offered.

4. Within the time-limit laid down by the tour operator the traveller shall inform the tour operator that he:

- 1) accepts the proposed change in the package travel contract or
- 2) withdraws from the package travel contract with a refund of all payments made and without the obligation to pay a withdrawal fee or
- 3) withdraws from the package travel contract and accepts a substitute package.

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

6. If the package travel contract is terminated in accordance with Paragraph (3)(3) or Paragraph (4)(2), in no later than 14 days of the termination the package travel contract the tour operator shall refund all payments made by the traveller or on the traveller's behalf. The traveller shall be exempted from the requirement to pay a withdrawal fee. The provisions of Article 50(2) to (8) shall apply mutatis mutandis.

**Article 47.** 1. The traveller may withdraw from the package travel contract at any time before the start of the package.

2. The traveller may be required to pay to the tour operator an appropriate and justified fee for withdrawing from the package travel contract. If the package travel contract does not specify the fee for withdrawing from the contract, the amount of the fee shall be equal to the package price minus the cost savings and income from alternative deployment of the travel services. At the traveller's request the tour operator shall justify the amount of the fee for the withdrawal from the package travel contract.

3. The package travel contract may specify a withdrawal fee based on the time of the withdrawal from the package travel contract before the start of the package and the expected cost savings and expected income from alternative deployment of the travel services. The fee shall be offset against the payment made by the traveller.

4. Traveller shall have the right to withdraw from the package travel contract before the start of the package without paying any withdrawal 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 travellers to the destination. The traveller may only request a refund of payments made for the package, with no compensation or indemnity in this regard.

5. The tour operator may terminate the package travel contract and provide the traveller with a full refund of any payments made for the package, with no additional compensation or indemnity, if:

- 1) the number of persons enrolled for the package is smaller than the minimum number stated in the package travel contract and the tour operator notifies the traveller of the termination of the package travel contract within the period fixed in that contract, but not later than:

- a) 20 days before the start of the package lasting more than six days;
  - b) seven days before the start of the package lasting two to six days;
  - c) 48 hours before the start of the package lasting less than 2 day; or
- 2) the tour operator is prevented from performing the package travel contract because of unavoidable and extraordinary circumstances and notifies the traveller of the termination of the package travel contract without delay before the start of the package.

6. The tour operator shall refund payments and fees incurred as referred to in Paragraphs (4) and (5), within 14 days of terminating the package travel contract. Paragraph (2) shall apply mutatis mutandis.

7. A consumer who has concluded a package travel contract off the premises of an enterprise within the meaning of Article 2(2) of the Act of 30 May 2014 on consumer rights may, within 14 days of concluding the agreement, withdraw from it without stating a cause and incurring any costs, unless the oral negotiations based on which the contract has been concluded were conducted on the basis of a previous order placed by the consumer. The provisions of Article 30, Article 31, Article 32(1) and (2), Article 35, Article 37 and Article 38(1) of the Act of 30 May 2014 on consumer rights shall apply mutatis mutandis.

## Chapter 7

### **Performance of the package travel contract**

**Article 48.** 1. The tour operator shall be responsible for the performance of the travel services included in the package travel contract, irrespective of whether those services are to be performed by the tour operator or by other travel service providers.

2. The traveller shall inform the tour operator without undue delay, possibly in the course of the package, taking into account the circumstances of the case, of any lack of conformity.

3. If any of the travel services are not performed in accordance with the package travel contract, the tour operator 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, Article 50 shall apply mutatis mutandis.

4. If the tour operator does not remedy the lack of conformity within a reasonable period set by the traveller, the traveller may do so himself and request the refund of the necessary expenses. It shall not be necessary for the traveller to specify a time-limit if the tour operator refuses to remedy the lack of conformity or if circumstances indicate that immediate remedy is required.

5. A tour operator who, in the course of the performance of a given package fails to perform the services provided for in the package travel contract that represent an essential feature of the contract shall, without imposing any additional costs upon the traveller, provide adequate alternative arrangements as part of that package, also if the traveller's return to the place of departure agreed upon in the package travel contract has not been ensured.

6. If the quality of alternative arrangements is lower than the quality of services specified in the package programme, the tour operator shall lower the package price for the traveller accordingly.

7. 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.

8. If the lack of conformity substantially affects the performance of the package and the tour operator fails to remedy that lack of conformity within a reasonable time set by the traveller, the traveller shall be entitled to terminate the package travel contract without incurring any termination fees.

9. If the package covers the transport of travellers, the tour operator shall provide repatriation of the traveller with equivalent transport at no extra cost to the traveller. The provisions of Article 50 shall apply *mutatis mutandis*.

10. If it is not possible to propose alternative arrangements or the traveller rejects them in accordance with Paragraph (7), then the traveller shall be entitled to a price reduction, compensation or indemnity, without terminating that package contract.

11. If it is impossible to ensure the traveller's repatriation as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the tour operator shall bear the cost of the traveller's necessary accommodation, if possible of a category equivalent to that specified in the package travel contract, for a period of three nights.

12. The entitlement referred to in Paragraph (11) shall not exclude the application of provisions that are more favourable in this regard.

13. The tour operator may not invoke unavoidable and extraordinary circumstances to limit the liability referred to in Paragraphs (11) and (12), if the entrepreneur providing transport services may not rely on such circumstances under applicable legislation.

**Article 49.** The limitation of the time in which necessary accommodation is to be provided to the traveller as referred to in Article 48(11) 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 (OJ L 204, 26.7.2006, p. 1) and any person accompanying them, pregnant women and unaccompanied persons below the age 18 years, as well as persons in need of specific medical assistance, provided that the tour operator has been notified of the situation of those persons at least 48 hours before the start of the package.

**Article 50.** 1. The traveller shall be entitled to a price reduction for every period in which the lack of conformity was found, unless that lack of conformity was caused exclusively by an action or an omission on the part of the traveller.

2. The traveller shall be entitled to compensation or indemnity for damages or injuries suffered because of the lack of conformity. The tour operator shall pay the compensation or indemnity immediately.

3. The traveller shall not be entitled to compensation or indemnity for the lack of conformity if the tour operator proves that:

1) the lack of conformity is attributable to the traveller;



2) the lack of conformity is attributable to a third party not linked to the performance of travel services covered by the package travel contract and that lack of conformity could not be foreseen or avoided;

3) the lack of conformity arose due to unavoidable and extraordinary circumstances.

4. The claims referred to in Paragraphs (1) and (2) shall become time-barred after three years.

5. If specific provisions limit the scope or conditions according to which the compensation or indemnity is paid by the provider of travel services included in the package, the same limitations shall apply to the tour operator.

6. In cases other than referred to in Paragraph (5), in the package travel contract the tour operator may limit the compensation to be paid by the tour operator 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.

7. The price reduction referred to in Paragraph (1) and the compensation or indemnity referred to in Paragraph (2) shall be reduced accordingly if the traveller benefits from the price reduction or compensation 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 46, 17.2.2004, 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 315, 3.12.2007, 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 131, 28.5.2009, p. 24), Regulation (EU) No 1177/2010 and Regulation (EU) No 181/2011 or in other legislation.

8. The tour operator shall have the right to seek redress from any third party that contributed to the event triggering price reduction referred to in Paragraph (1) or the obligation to pay compensation or indemnity referred to in Paragraph (2).

**Article 51.** 1. The traveller may address messages, requests or complaints in relation to the performance of the package directly to the travel agent through which it was purchased.

2. The travel agent shall promptly deliver the messages, requests or complaints referred to in Paragraph (1) from the traveller to the tour operator.

3. A message, request or complaint submitted on a given day to the travel agent shall be considered as submitted on that day to the tour operator.

**Article 52.** 1. The tour operator shall promptly provide appropriate assistance to the traveller in difficulty, including in the circumstances referred to in Article 48(11).

2. The assistance referred to in Paragraph (1) shall include in particular:

- 1) appropriate information on health services, local authorities and consular assistance;
- 2) providing the traveller with help in using means of distance communication, including electronic means of communication, and in using alternative arrangements referred to in Article 48(5).

3. The tour operator may request a payment for the provision of assistance referred to in Paragraph (1) if the difficulty is caused intentionally by the traveller or through the traveller's gross negligence. The amount of the payment shall be no higher than the actual costs incurred by the tour operator.

**Article 53.** The tour operator, entrepreneur facilitating linked travel arrangements or travel agent shall be liable in damages in relation to the traveller for its booking errors unless the error is attributable to the traveller or is caused by unavoidable and extraordinary circumstances.

**Article 54.** 1. Travellers may not waive all or part of the rights conferred on them by the Act.

2. Provisions of contracts concluded by travel entrepreneurs with travellers or travellers' declarations less favourable to the travellers than the provisions of the Act shall be invalid. The less favourable contractual provisions shall be supplanted by the provisions of the Act.

## Chapter 8

### Financial penalties and criminal provisions

**Article 55.** 1. The tour operator or entrepreneur facilitating linked travel arrangements who operates in contravention of the obligations or conditions laid down in Article 7, Article 8, Article 9(3) and (4) and Article 12(1) and (2) of Regulation No 1177/2010 shall be liable to a financial penalty of up to PLN 50,000.

2. The tour operator or entrepreneur facilitating linked travel arrangements who operates in contravention of the obligations or conditions laid down in Article 9, Article 10(2)-(5), Article 14(3) and (4) and Article 15 of Regulation No 181/2011 shall be liable to a financial penalty of up to PLN 30,000.

**Article 56.** 1. The financial penalties referred to in Article 55 shall be imposed, by way of an administrative decision, by the province marshal.

2. The administrative decision referred to in Paragraph (1) may be appealed against before a Local Government Court of Appeal.

**Article 57.** 1. The financial penalties imposed based on Article 55, not paid within the specified time, shall be collected, together with default interest, in the manner defined in the provisions concerning enforcement proceedings in administration.

2. The financial penalties shall be the revenue of the state budget.

**Article 58.** Any person understating the amount of the due contribution in the declaration referred to in Article 7(1)(4) submitted to the Insurance Guarantee Fund shall be liable to a fine, restriction of liberty or up to three years' imprisonment.

**Article 59.** 1. Any person who, in an entity conducting the activities of providing packages or facilitating linked travel arrangements without the required register entry or if those activities are prohibited, is a member of:

1) the management board, supervisory board or audit committee of a commercial company;

- 2) the management board, supervisory board or audit committee of a cooperative;
- 3) the management board of a foundation or association

– shall be liable to a fine, restriction of liberty or up to three years' imprisonment.

2. The same liability shall apply to a person who conducts the economic activities of providing packages or facilitating linked travel arrangements, without the required register entry or if the activities are prohibited, on that person's own account or jointly with other persons or is a representative or a proxy in the conduct of such activities.

**Article 60.** Any person who, without financial security against insolvency required as referred to in Article 7(2)(1)-(3) conducts the activities of providing packages or conducts the activities of an entrepreneur facilitating linked travel arrangements shall be liable to a fine, restriction of liberty or up to three years' imprisonment.

## Chapter 9

### Amendments to existing provisions

**Article 61.** The Act of 20 May 1971 – Petty Offences Code (Journal of Laws of 2015, items 1094, 1485, 1634 and 1707 and of 2017, items 966 and 1941) shall be amended as follows:

- 1) Article 60(4)(5)<sup>1</sup> shall read:

“5) fails to notify the authority maintaining the register of tour operators and entrepreneurs facilitating linked travel arrangements of the suspension of its activities within 7 days of that suspension”;

- 2) Article 138d(2) shall read:

“Paragraph (2) The same penalty shall apply to the tour operator or entrepreneur facilitating linked travel arrangements who misleads travellers regarding the licences held by persons whom the tour operator or entrepreneur facilitating linked travel arrangements entrusts with performing the tasks of a mountain guide.”.

**Article 62.** The Act of 7 September 1991 on the education system (Journal of Laws of 2017, items 2198 and 2203) shall be amended as follows:

- 1) in Article 92c(1):

- a) Point (2) shall read:

“2) the entrepreneurs entered in the register of tour operators and entrepreneurs facilitating linked travel arrangements referred to in Article 22(2) of the Act of 24 November 2017 on package travel and linked travel arrangements (Journal of Laws, item 2361);”,

- b) Point 3(b) shall read:

“b) commercial, of the organised leisure is no package travel referred to in Article 4(2) of the

Act of 24 November 2017 on package travel and linked travel arrangements.”;

2) in Article 92d in:

a) Paragraph (3):

– Point (1)(d) shall read:

“2) number of the certificate of the entry in the register of tour operators and entrepreneurs facilitating linked travel arrangements referred to in Article 22(2) of the Act of 24 November 2017 on package travel and linked travel arrangements;”,

– Point (7) shall read:

“7) for a leisure organiser referred to in Article 92c(1)(3) – a declaration by the leisure organiser stating that the organiser organises leisure for, respectively, non-commercial or commercial purposes and is not required to be entered in the register of tour operators and entrepreneurs facilitating linked travel arrangements referred to in Article 22(2) of the Act of 24 November 2017 on package travel and linked travel arrangements;”,

b) Paragraph (6)(10) shall read:

“10) the number of the register entry referred to in Paragraph (3)(1)(d) or information that the declaration referred to in Paragraph (3)(7) has been submitted.”.

**Article 63.** In Article 6j(3a) the Act of 13 September 1996 on maintaining cleanliness and order in communes (Journal of Laws of 2017, items 1289 and 2056) the words “on travel services” shall be replaced with the words “on travel services and services provided by tour guides and travel guides”.

**Article 64.** The Act of 29 August 1997 on tourist services (Journal of Laws of 2017, item 1553) shall be amended as follows:

1) the title of the Act shall read:

“on travel services and services provided by tour guides and travel guides”;

2) Article 1 shall read:

“Article 1. The Act shall lay down the conditions for the provision of hotel services and services provided by tour guides and travel guides in the territory of the Republic of Poland as well as abroad if contracts for the provision of those services are concluded with travellers in the territory of the Republic of Poland.”;

3) Article 2 shall be deleted;

4) Article 2b shall read:

“Article 2b. The minister competent for tourism shall be a higher-ranking authority with respect to the province marshal in matters referred to in Article 24(1), Article 28(1), Article 39a(3) and Article 42(1).”;

## 5) In Article 3:

- a) Points (1)-(7) shall be repealed;
- b) the previous wording shall be numbered as Paragraph (1) and the following Paragraph (2) shall be added:

“2. Whenever the Act refers to a travel service, a package or a tour operator this shall mean a travel service, a package or a tour operator referred to, respectively, in Article 4(1), (2) and (8) of the Act of 24 November 2017 on package travel and linked travel arrangements (Journal of Laws, item 2361).”;

- 6) Chapter 2 shall be repealed;
- 7) Chapter 2a shall be repealed;
- 8) Chapter 3 shall be repealed;
- 9) Chapter 5a shall be repealed;
- 10) Article 51b shall be repealed.

**Article 65.** In the Act of 29 August 1997 – Banking Law (Journal of Laws of 2017, item 1876) in Article 105)(1)(2) after Point (za) the semicolon shall be replaced with a comma and the following Point (zb) shall be added:

- „zb) the province marshal, to an extent necessary for the performance of the statutory tasks referred to in Article 30(1) of the Act of 24 November 2017 on package travel and linked travel arrangements (Journal of Laws, item 2361) in connection with the travel escrow account held by tour operators or entrepreneurs facilitating linked travel arrangements;”.

**Article 66.** The Act of 28 March 2003 on railway transport (Journal of Laws of 2017, item 2117) shall be amended as follows:

## 1) Article 14a(5)(1) shall read:

- “1) a copy of the complaint addressed to the rail carrier, train station operator, ticket seller, tour operator or entrepreneur facilitating linked travel arrangements within the meaning of the Act of 24 November 2017 on package travel and linked travel arrangements (Journal of Laws, item 2361);”;

## 2) in Article 66:

- a) Paragraph (1)(6) shall read:

“6) the manager, rail carrier, train station operator, ticket seller, tour operator or entrepreneur facilitating linked travel arrangements within the meaning of the Act of 24 November 2017 on package travel and linked travel arrangements who fails to comply with or infringes upon the relevant provisions of Article 4, Article 5 and Article 7-29 of Regulation No 1371/2007/EC;”;

- b) Paragraph (2c) shall read:

“2c. The penalties referred to in Paragraph (1)(6) shall not be imposed, if the rail carrier, manager, train station operator, ticket seller, tour operator, entrepreneur facilitating linked travel arrangements within the meaning of the Act of 24 November 2017 on package travel and linked travel arrangements, voluntarily remedies the infringement or satisfies the obligations arising out of Regulation 1371/2007/EC before the day when the decision referred to in Article 13b(1) is issued.”.

**Article 67.** The Act of 22 May 2003 on compulsory insurance, the Insurance Guarantee Fund and the Polish Motor Insurers’ Bureau (Journal of Laws of 2016, items 2060 and 1948 as well as of 2017, items 1089 and 1926) shall be amended as follows:

1) Article 98a shall read:

“Article 98a. The Fund shall perform tasks referred to in the Act of 24 November 2017 on package travel and linked travel arrangements (Journal of Laws, item 2361).”;

2) Article 119(1a) shall read:

“1a. In its annual activity report referred to in Paragraph (1) the Fund shall separately provide information on the functioning and activities of the Tourist Guarantee Fund referred to in Chapter 5 of the Act of 24 November 2017 on package travel and linked travel arrangements.”.

**Article 68.** In Article 33b(1) of the Act of 27 August 2004 on health care services financed from public funds (Journal of Laws of 2017, items 1938, 2110 and 2217) the words “on travel services” shall be replaced with the words “on hospitality services and services provided by tour guides and travel guides”.

**Article 69.** In the Act of 16 November 2006 on the stamp duty (Journal of Laws of 2016, items 1827 and of 2017, items 624, 1273, 1529, 1543 and 1566) Part I of the Annex to the Act shall be amended as follows:

1) the following Paragraphs (35a) and (35b) are inserted after Paragraph (35):

35a.	An entry in the register of tour operators and entrepreneurs facilitating linked travel arrangements:		
	1) if the application is submitted by a public-benefit organisation within the meaning of provisions on public-benefit activities and voluntary work	PLN 30	
	2) other entities	PLN 355	
35b.	Amending an entry in the register of tour operators and entrepreneurs facilitating linked travel arrangements	PLN 17	

2) in Paragraph (36), Point (6) shall be deleted.

**Article 70.** In the Act of 30 May 2014 on consumer rights (Journal of Laws of 2017, item 683) Article 3(1)(8) shall read:

“8) concerning participation in the package referred to in the Act of 24 November 2017 on package travel and linked travel arrangements (Journal of Laws, item 2361), except Article 10, Article 11, Article 12(1)(1), (5), (16) and (17), Article 17 and Article 20(2);”.

**Article 71.** In the Act of 25 June 2015 – Consular Law (Journal of Laws of 2017, item 1545) Article 39(3)(3)(e) shall read:

“e) obtaining funds to cover the costs of return to the Republic of Poland under the provisions of the Act of 24 November 2017 on package travel and linked travel arrangements (Journal of Laws, item 2361).”.

## Chapter 10

### Transitional and final provisions

**Article 72.** 1. Entries in the register of tour operators and travel intermediaries shall become, by virtue of law, entries concerning tour operators in the register referred to in Article 22(2).

2. Entries in the register of tour operators and travel intermediaries made by foreign entrepreneurs with registered offices in the territory of a Member State of the European Union shall cease to have effect on the day when the Act enters into force.

3. Travel entrepreneurs who, before the entry of the Act into force, are not required to be entered in the register of tour operators and travel intermediaries and who conduct, on the day when the Act enters into force, the activities of providing packages or facilitating linked travel arrangements shall immediately apply for entry in the register referred to in Article 22(2).

4. Within three months of the day when the Act enters into force, the entrepreneurs entered in the register of tour operators and travel intermediaries on the day when the Act enters into force, having financial security in the form of an escrow agreement, shall present the financial security referred to in Article 7(2)(1), (2) or (3), failing which their entry in the register shall cease to be effective. The province marshal shall, ex officio, remove from the Central Records of Tour Operators and Entrepreneurs Facilitating Linked Travel Arrangements any travel entrepreneurs who have not submitted a financial security within the indicated time-limit.

5. The financial securities referred to in Article (5)(1)(2)(a) or (b) of the Act amended in Article 64 in its existing wording shall become the tour operator’s financial security within the meaning of this Act and remain effective for the period for which they have been taken out.

6. As of 1 July 2018 the tour operator or the travel intermediary indicated as a party to the contracts referred to in Article 5(1)(2)(a) or (b) of the Act amended in Article 64, in its existing wording, shall become a tour operator within the meaning of this Act.

7. On the day when this Act enters into force the lists of entrepreneurs referred to in Article 8(4) of the Act amended in Article 64, in its existing wording, shall become the respective catalogues referred to in Article 28(1).

**Article 73.** Proceedings initiated and not concluded before the Act enters into force shall be conducted in accordance with the rules applicable so far.

**Article 74.** The Tourist Guarantee Fund referred to in Chapter 2a of the Act amended in Article 64, in its existing wording, shall, by virtue of law, become the Tourist Guarantee Fund within the meaning of this Act.

**Article 75.** 1. In the years 2018-2027 the maximum limit of state budget spending being a financial result of the Act in cases concerning entrepreneurs facilitating linked travel arrangements shall amount to:

- 1) in 2018 – PLN 392,000;
- 2) in 2019 – PLN 784,000;
- 3) in 2020 – PLN 784,000;
- 4) in 2021 – PLN 784,000;
- 5) in 2022 – PLN 784,000;
- 6) in 2023 – PLN 784,000;
- 7) in 2024 – PLN 784,000;
- 8) in 2025 – PLN 784,000;
- 9) in 2026 – PLN 784,000;
- 10) in 2027 – PLN 784,000.

2. The cost of performing the tasks referred to in Article 2(1), in the cases of entrepreneurs facilitating linked travel arrangements, shall be PLN 40 per month per entrepreneur facilitating linked travel arrangements.

3. If in the first half of a given year 65% of the limit specified in Paragraph (1) is exceeded or if there is a risk of the budget spending limit for a given year being exceeded, in the second half of the year the amount of that spending shall be lowered to a level guaranteeing that the limit is not exceeded.

4. The minister competent for tourism shall monitor the use of the spending limit referred to in Paragraph (1) and implement the adjustment mechanism referred to in Paragraph (3).

**Article 76.** This Act shall enter into force on 1 July 2018.

President of the Republic of Poland: *A. Duda*



Annexes to the Act of 24 November 2017 (item 2361)

**Annex 1****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 Directive (EU) 2015/2302.

Therefore, you will benefit from all EU rights applying to packages. Company XY/companies XY will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, company XY/companies XY has/have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes/they become insolvent.

More information on key rights under Directive (EU) 2015/2302 (to be provided in the form of a hyperlink).

Following the hyperlink the traveller will receive the following information:

**Key rights under Directive (EU) 2015/2302**

– Travellers will receive all essential information about the package before concluding the package travel contract.

– There is always at least one entrepreneur 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 tour operator or the travel agent.

– Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.

– The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. – If the tour operator 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 entrepreneur 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 tour operator 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 tour operator has to provide assistance if the traveller is in difficulty.

– If the tour operator becomes insolvent, payments will be refunded. If the tour operator 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, geographical address, email and telephone number) if services are denied because of XY's insolvency.

Directive (EU) 2015/2302 [HYPERLINK] as transposed into the national law [HYPERLINK].

**Annex 2****STANDARD INFORMATION FORM FOR PACKAGE TRAVEL CONTRACTS WHERE THE USE OF HYPERLINKS IS NOT POSSIBLE**

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302.

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 Directive (EU) 2015/2302**

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one entrepreneur 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 tour operator or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the tour operator 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 entrepreneur 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 tour operator 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 tour operator has to provide assistance if the traveller is in difficulty.

– If the tour operator becomes insolvent, payments will be refunded. If the tour operator 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, geographical address, email and telephone number) if services are denied because of XY's insolvency.

(Website where Directive (EU) 2015/2302 as transposed into national law can be found.)

## Annex 3

STANDARD INFORMATION FORM WHERE THE TOUR OPERATOR TRANSMITS DATA  
TO ANOTHER TRAVEL ENTREPRENEUR IN ACCORDANCE WITH ARTICLE 5(1)(2)(E) OF  
THE ACT

If you conclude a contract with company AB not later than 24 hours after receiving the confirmation of the booking from company XY the travel service provided by XY and AB will constitute a package within the meaning of Directive (EU) 2015/2302.

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 Directive (EU) 2015/2302 (to be provided in the form of a hyperlink).

Following the hyperlink the traveller will receive the following information:

Key rights under Directive (EU) 2015/2302

- Travellers will receive all essential information about the travel services before concluding the package travel contract.
- There is always at least one entrepreneur 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 tour operator or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. – If the tour operator 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 entrepreneur 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 tour operator 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 tour operator has to provide assistance if the traveller is in difficulty.

– If the tour operator becomes insolvent, payments will be refunded. If the tour operator 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, geographical address, email and telephone number) if services are denied because of XY's insolvency.

Directive (EU) 2015/2302 [HYPERLINK] as transposed into the national law [HYPERLINK].

**Annex 4****STANDARD INFORMATION FORM WHERE THE ENTREPRENEUR FACILITATING AN  
ONLINE LINKED TRAVEL ARRANGEMENT WITHIN THE MEANING OF ARTICLE 6(1)(1)  
OF THE ACT 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 Directive (EU) 2015/2302.

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

However, if you book any additional travel services during the same visit to our company's/XY's booking website, the travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency, and, where necessary, for your repatriation. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency protection (to be provided in the form of a hyperlink).

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ [the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company].

Travellers may contact this entity, or where applicable, the competent authority (contact details, including name, geographical 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.

Directive (EU) 2015/2302 [HYPERLINK] as transposed into the national law [HYPERLINK].

**Annex 5**

STANDARD INFORMATION FORM WHERE THE ENTREPRENEUR FACILITATING AN  
ONLINE LINKED TRAVEL ARRANGEMENT WITHIN THE MEANING OF ARTICLE 6(1)(1)  
OF THE ACT IS AN ENTREPRENEUR 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 Directive (EU) 2015/2302.

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

However, if you book any additional travel services during the same visit to our company's/XY's booking website, the travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency protection (to be provided in the form of a hyperlink).

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ [the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company].

Travellers may contact this entity, or where applicable, the competent authority (contact details, including name, geographical 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.

Directive (EU) 2015/2302 [HYPERLINK] as transposed into the national law [HYPERLINK].



**Annex 6****STANDARD INFORMATION FORM IN THE CASE OF LINKED TRAVEL ARRANGEMENTS  
WITHIN THE MEANING OF ARTICLE 6(1)(1) OF THE ACT WHERE THE CONTRACTS ARE  
CONCLUDED IN THE SIMULTANEOUS PHYSICAL PRESENCE OF THE ENTREPRENEUR  
FACILITATING LINKED TRAVEL ARRANGEMENTS 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 Directive (EU) 2015/2302.

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

However, if you book any additional travel services during the same visit to or contact with our company/XY, the travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

XY has taken out insolvency protection with YZ [the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company].

Travellers may contact this entity, or where applicable, the competent authority (contact details, including name, geographical 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.

(Website where Directive (EU) 2015/2302 as transposed into national law can be found.)

**Annex 7****STANDARD INFORMATION FORM WHERE THE ENTREPRENEUR FACILITATING AN  
ONLINE LINKED TRAVEL ARRANGEMENT WITHIN THE MEANING OF ARTICLE 6(1)(2)  
OF THE ACT 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 Directive (EU) 2015/2302.

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

However, if you book additional travel services via this link/these links not later than 24 hours after receiving the confirmation of the booking from our company/XY, those travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency, and, where necessary, for your repatriation. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency protection (to be provided in the form of a hyperlink).

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ [the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company].

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical 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.

Directive (EU) 2015/2302 [HYPERLINK] as transposed into the national law [HYPERLINK].

**Annex 8**

STANDARD INFORMATION FORM WHERE THE ENTREPRENEUR FACILITATING AN  
ONLINE LINKED TRAVEL ARRANGEMENT WITHIN THE MEANING OF ARTICLE 6(1)(2)  
OF THE ACT IS AN ENTREPRENEUR 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 Directive (EU) 2015/2302.

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

However, if you book additional travel services via this link/these links not later than 24 hours after receiving the confirmation of the booking from our company/XY, those travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency protection (to be provided in the form of a hyperlink).

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ [the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company].

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical 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.

Directive (EU) 2015/2302 [HYPERLINK] as transposed into the national law [HYPERLINK].