

# GOVERNMENT GAZETTE

OF THE HELLENIC REPUBLIC

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SERIES I

Issue No 12

## Presidential Decree 7

### Alignment of legislation with Directive (EU) 2015/2302 on package travel and linked travel arrangements (OJ L 326/11.12.2015)

**THE PRESIDENT OF THE HELLENIC REPUBLIC,**

having regard to:

1. Articles 3 and 4 of Law 1338/1983 on the application of Community law (GG I 34), as in force;
2. the provisions of Law 2155/1993 (GG I 104) ratifying the Agreement on the European Economic Area (EEA), as in force;
3. Article 90 of the Legislative Code on government and government bodies (Article 1 of Presidential Decree 63/2005, GG I 98);
4. the fact that this Decree is budget neutral;
5. Opinion D244/2017 of the Council of State given on a proposal from the Ministers for Economy and Development and for Tourism, has decided as follows:

## CHAPTER I

### SUBJECT MATTER, SCOPE, DEFINITIONS AND LEVEL OF HARMONISATION

#### Article 1

#### (Article 1 of the Directive)

#### Subject matter – Purpose

This Decree aligns Greek legislation with Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements (OJ L 326/11.12.2015), amending Regulation (EC) No 2006/2004 (OJ L 364/9.12.2004) and Directive 2011/83/EU of the European Parliament and of the Council (OJ L 304/22.11.2011) and repealing Council Directive 90/314/EEC (OJ L 158/23.6.1990). The aim of this Decree is to contribute towards attaining a high level of consumer protection.

**Article 2**  
**(Article 2 of the Directive)**

**Scope**

1. This Decree shall apply to packages offered for sale or sold by traders to travellers and to linked travel arrangements provided by traders to travellers.
2. The provisions of this Decree shall not apply to:
  - a) packages and linked travel arrangements covering a period of less than 24 hours unless overnight accommodation is included;
  - b) packages offered, and linked travel arrangements facilitated, occasionally and on a not-for-profit basis and only to a limited group of travellers;
  - c) packages and linked travel arrangements purchased on the basis of a general agreement for the arrangement of business travel between a trader and another natural or legal person who is acting for purposes relating to his trade, business, craft or profession.
3. Subject to the provisions of this Decree on linked travel arrangements, in order to carry out the activities falling within the scope of this Decree, companies shall be in the form of travel agencies, in accordance with the provisions in force.
4. The provisions of this Decree shall not affect general contract law, such as the rules on the validity, drawing up, and legal consequences of a contract, to the extent that this Decree does not regulate the general concepts of contract law.

**Article 3**  
**(Article 3 of the Directive)**

**Definitions**

For the purposes of implementing this Decree, the following definitions shall apply:

- 1) 'Travel service' means:
  - a) carriage of passengers;
  - b) accommodation which is not intrinsically part of carriage of passengers and is not for residential purposes;
  - c) rental of cars, other motor vehicles within the meaning of Article 3(11) of Joint Decision 29949/1841/28/09/2009 of the Ministers for Economy and Finance, for Development, and for Transport and Communications (GG II 2112) (Directive 2007/46/EC, OJ L 263/9.10.2007), or motorcycles requiring a Category A driving licence in accordance with Article 2(1)(c) of Presidential Decree 51/2012 (GG I 101) (Directive 2006/126/EC, OJ L 403/30.12.2006);
  - d) any other tourist service not intrinsically part of a travel service within the meaning of subparagraphs (a), (b) or (c) above.
- 2) 'Package' means a combination of at least two different types of travel services for the purpose of the same trip or holiday, if:

- a) those services are combined by one trader, including at the request of or in accordance with the selection of the traveller, before a single contract on all services is concluded; or
  - b) irrespective of whether separate contracts are concluded with individual travel service providers, those services are:
    - i) purchased from a single point of sale and those services have been selected before the traveller agrees to pay; or
    - ii) offered, sold or charged at an inclusive or total price; or
    - iii) advertised or sold under the term 'package' or under a similar term; or
    - iv) combined after the conclusion of a contract by which a trader entitles the traveller to choose among a selection of different types of travel services; or
    - v) purchased from separate traders through linked online booking processes where the traveller's name, payment details and e-mail address are transmitted from the trader with whom the first contract is concluded to another trader or traders and a contract with the latter trader or traders is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.
- 3) A combination of travel services where not more than one type of travel service as referred to in point (a), (b) or (c) of paragraph 1 is combined with one or more tourist services as referred to in point (d) of paragraph 1 is not a package if the latter services:
- a) do not account for at least 25 % of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination; or
  - b) are selected and purchased only after the performance of a travel service as referred to in point (a), (b) or (c) of paragraph 1 has started.
- 4) 'Package travel contract' means a contract on the package as a whole or, if the package is provided under separate contracts, all contracts covering travel services included in the package.
- 5) 'Start of the package' means the beginning of the performance of travel services included in the package.
- 6) 'Linked travel arrangement' means at least two different types of travel services purchased for the purpose of the same trip or holiday, not constituting a package, resulting in the conclusion of separate contracts with the individual travel service providers, if a trader facilitates:
- a) on the occasion of a single visit or contact with his point of sale, the separate selection and separate payment of each travel service by travellers; or
  - b) in a targeted manner, the procurement of at least one additional travel service from another trader where a contract with such other trader is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.

Where not more than one type of travel service as referred to in point (a), (b) or (c) of paragraph 1 and one or more tourist services as referred to in point (d) of paragraph 1 are purchased, they do not constitute a linked travel arrangement if the latter services do not account for at least 25 % of the combined value of the services and are not advertised as, and do not otherwise represent, an essential feature of the trip or holiday.

- 7) '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 Decree.
- 8) 'Trader' means any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession in relation to contracts covered by this Decree, whether acting in the capacity of organiser, retailer, trader facilitating a linked travel arrangement or as a travel service provider.
- 9) 'Organiser' means a trader who combines and sells or offers for sale packages, either directly or through another trader or together with another trader, or the trader who transmits the traveller's data to another trader in accordance with point (b)(v) of paragraph 2.
- 10) 'Retailer' means a trader other than the organiser who sells or offers for sale packages combined by an organiser.
- 11) 'Establishment' means establishment as defined in Article 2(5) of Law 3844/2010 (GG I 63) (Directive 2006/123/EC, OJ L 376/27.12.2006).
- 12) 'Durable medium' means any instrument which enables the traveller or the trader to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.
- 13) '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 appropriate measures had been taken.
- 14) 'Lack of conformity' means a failure to perform or improper performance of the travel services included in a package.
- 15) 'Minor' means a person below the age of 18 years.
- 16) 'Point of sale' means any retail premises, whether movable or immovable, or a retail website or similar online sales facility, including where retail websites or online sales facilities are presented to travellers as a single facility, including a telephone service.
- 17) 'Repatriation' means the traveller's return to the place of departure or to another place the contracting parties agree upon.

'Insurance contract' means a contract between the insurance company on the one hand and the provider of travel services on the other hand, under which the insurance company undertakes the obligation to pay, against a premium, to the other party or a third party (the traveller) cash benefit or a benefit in kind or service, when the incident occurs, from which it was agreed for the obligation to depend on.

## **CHAPTER II**

### **INFORMATION OBLIGATIONS AND CONTENT OF THE PACKAGE TRAVEL CONTRACT**

**Article 4**  
**(Article 5 of the Directive)**

**Pre-contractual information**

- 1) Before the traveller is bound by any package travel contract or any corresponding offer, the organiser (and retailer, where the package is sold through a retailer) shall provide the traveller with the standard information by means of the relevant template as set out in Part A or Part B of Annex I, and, where applicable to the package, with the following information:
  - a) the main characteristics of the travel services:
    - i) the travel destination(s), itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included;
    - ii) the means, characteristics and categories of transport, the points, dates and time of departure and return, the duration and places of intermediate stops and transport connections. Where the exact time is not yet determined, the organiser and, where applicable, the retailer shall inform the traveller of the approximate time of departure and return;
    - iii) the location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination;
    - iv) the meal plan;
    - v) visits, excursion(s) or other services included in the total price agreed for the package;
    - vi) whether any of the travel services will be provided to the traveller as part of a group (where it is not apparent from the context) and, if so, where possible, the approximate size of the group;
    - vii) where the traveller's benefit from other tourist services depends on effective oral communication, the language in which those services will be carried out; and
    - viii) whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the traveller's request, precise information on the suitability of the trip or holiday taking into account the traveller's needs;
  - b) the trading name and geographical address of the organiser and, where applicable, of the retailer, as well as their telephone number and, where applicable, e-mail address;
  - c) the total price of the package inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance of the conclusion of the contract, approximate additional costs which the traveller may still have to bear;
  - d) the arrangements for payment, including any amount or percentage of the price which is to be paid as a down payment and the timetable for payment of the balance, or financial guarantees to be paid or provided by the traveller;
  - e) the minimum number of persons required for the package to take place and the time-limit, referred to in Article 11(3)(a), before the start of the package for the possible termination of the contract if that number is not reached;
  - f) general information on passport and visa requirements, including approximate time periods for obtaining visas and information on health formalities, of the country of destination;

- g) information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate termination fee, or, where applicable, the standardised termination fees requested by the organiser, in accordance with Article 11(1);
- h) information on optional or compulsory insurance to cover the cost of termination of the contract by the traveller or the cost of assistance, including repatriation, in the event of accident, illness or death.

For package travel contracts concluded by telephone, the organiser and, where applicable, the retailer shall provide the traveller with the standard information set out in Part B of Annex I, and the information set out above.

- 2) With reference to packages as defined in Article 3(2)(b)(v), the organiser and the trader to whom the data are transmitted shall ensure that each of them provides, before the traveller is bound by a contract or any corresponding offer, the information set out in points (a) to (h) of paragraph 1 above, in so far as it is relevant for the respective travel services they offer. The organiser shall also provide, at the same time, the standard information by means of the template set out in Part C of Annex I.
- 3) The information referred to in paragraphs 1 and 2 shall be provided in a clear, comprehensible and prominent manner. Where such information is provided in writing, it must be legible.

#### **Article 5** **(Article 6 of the Directive)**

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

- 1. The information provided to the traveller in accordance under points (a), (c), (d), (e) and (g) of Article 4(1) shall form an integral part of the package travel contract and shall not be altered unless the contracting parties expressly agree otherwise. The organiser and, where applicable, the retailer shall communicate all changes to the pre-contractual information to the traveller in a clear, comprehensible and prominent manner before the conclusion of the package travel contract.
- 2. If the organiser and, where applicable, the retailer has not complied with the information requirements on additional fees, charges or other costs as referred to in Article 4(1)(c) before the conclusion of the package travel contract, the traveller shall not bear those fees, charges or other costs.

#### **Article 6** **(Article 7 of the Directive)**

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

- 1) Package travel contracts must be in plain and intelligible language and, in so far as they are in writing, legible. At the conclusion of the package travel contract or without undue delay thereafter, the organiser or retailer shall provide the traveller with a copy or confirmation of the contract on a durable medium. The traveller shall be entitled to receive a paper copy if the package travel contract has been concluded in the simultaneous physical presence of the parties.

With respect to off-premises contracts as defined in Article 3(8) of Law 2251/1994 (GG I 191) (Directive 2011/83/EU, OJ L 304/22.11.2011), a copy or confirmation of the package travel contract shall be provided to the traveller on paper or, if the traveller agrees, on another durable medium.

- 2) The package travel contract or confirmation of the contract shall set out the full content of the agreement which shall include all the information referred to in Article 4(1)(a)-(h), as well as the following information:
  - a) special requirements of the traveller which the organiser has accepted;
  - b) information that the organiser is:
    - i) responsible for the proper performance of all travel services included in the contract in accordance with Article 12; and
    - ii) obliged to provide assistance if the traveller is in difficulty in accordance with Article 15;
  - c) the name of the insurance company in charge of the insolvency protection and its contact details, including its geographical address, and, where applicable, the name of the competent authority designated by the Member States concerned for that purpose and its contact details;
  - d) the name, address, telephone number, e-mail address and, where applicable, the fax number of the organiser's local representative, of a contact point or of another service which enables the traveller to contact the organiser quickly and communicate with him efficiently, to request assistance when the traveller is in difficulty or to complain about any lack of conformity perceived during the performance of the package;
  - e) information that the traveller is required to communicate any lack of conformity which he perceives during the performance of the package in accordance with Article 12(2);
  - f) where minors, unaccompanied by a parent or another authorised person, travel on the basis of a package travel contract which includes accommodation, information enabling direct contact with the minor or the person responsible for the minor at the minor's place of stay;
  - g) information on available in-house complaint handling procedures and on alternative dispute resolution ('ADR') mechanisms pursuant to Article 12 of Joint Ministerial Decision 70330 o.k./2015 (GG II 1421) of the Ministers for the Economy, Infrastructure, Shipping and Tourism and for Justice, Transparency and Human

Rights (Directive 2013/11/EU, OJ L 165/18.6.2013), in conjunction with the provisions of Article 14 of Regulation (EU) No 524/2013 (OJ L 165/18.6.2013);

- h) information on the traveller's right to transfer the contract to another traveller in accordance with Article 8.
- 3) With reference to packages as defined in Article 3(2)(b)(v), the trader to whom the data are transmitted shall inform the organiser of the conclusion of the contract leading to the creation of a package. The trader shall provide the organiser with the information necessary to comply with his obligations as an organiser.

As soon as the organiser is informed that a package has been created, they shall provide to the traveller the information referred to in points (a) to (h) of paragraph 2 on a durable medium.

- 4) The information referred to in paragraphs 2 and 3 shall be provided in a clear, comprehensible and prominent manner.
- 5) In good time before the start of the package, the organiser shall provide the traveller with the necessary receipts, vouchers and tickets, information on the scheduled times of departure and, where applicable, the deadline for check-in, as well as the scheduled times for intermediate stops, transport connections and arrival.

**Article 7**  
**(Article 8 of the Directive)**

**Burden of proof**

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

**CHAPTER III**  
**CHANGES TO THE PACKAGE TRAVEL CONTRACT BEFORE THE START OF THE PACKAGE**

**Article 8**  
**(Article 9 of the Directive)**

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

1. A traveller may, after giving the organiser reasonable notice (no later than seven days before the start of the package) on a durable medium, transfer the package travel contract to a person who satisfies all the conditions applicable to that contract.
2. The transferor of the package travel contract and the transferee shall be jointly and severally liable for the payment of the balance due and for any additional fees, charges or other costs arising from the transfer. The organiser shall inform the transferor about the actual costs of the transfer. Those costs shall not be unreasonable and shall not exceed the actual cost incurred by the organiser due to the transfer of the package travel contract.



3. The organiser shall provide the transferor with proof of the additional fees, charges or other costs arising from the transfer of the package travel contract.

**Article 9**  
**(Article 10 of the Directive)**

**Alteration of the price**

- 1) After the conclusion of the package travel contract, prices may be increased only if the contract expressly reserves that possibility and states that the traveller is entitled to price reduction under paragraph 4. In that event the package travel contract shall state how price revisions are to be calculated. Price increases shall be possible exclusively as a direct consequence of changes in:
  - a) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
  - b) the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or
  - c) the exchange rates relevant to the package.
- 2) If the price increase referred to in paragraph 1 exceeds 8 % of the total price of the package, Article 10(2)-(5) shall apply.
- 3) Irrespective of its extent, a price increase shall be possible only if the organiser notifies the traveller clearly, comprehensibly and visibly of it – with a justification for that increase and showing how the increase is calculated – on a durable medium at the latest 20 days before the start of the package.
- 4) If the package travel contract stipulates the possibility of price increases, the traveller shall have the right to a price reduction corresponding to any decrease in the costs referred to in points (a), (b) and (c) of paragraph 1 that occurs after the conclusion of the contract before the start of the package.
- 5) In the event of a price decrease, the organiser shall have the right to deduct actual administrative expenses from the refund owed to the traveller. At the traveller's request, the organiser shall provide proof of those administrative expenses.

**Article 10**  
**(Article 11 of the Directive)**

**Alteration of other package travel contract terms**

- 1) Before the start of the package, the organiser may not unilaterally change package travel contract terms other than the price in accordance with Article 9, unless:
  - a) the organiser has reserved that right in the contract;
  - b) the change is insignificant; and

- c) the organiser informs the traveller of the change in a clear, comprehensible and prominent manner on a durable medium.
- 2) If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services as referred to in Article 4(1)(a), or cannot fulfil the special requirements as referred to in Article 6(2)(a), or proposes to increase the price of the package by more than 8 % in accordance with Article 2(9), the traveller may within a reasonable period specified by the organiser:
    - a) accept the proposed change; or
    - b) terminate the contract without paying a termination fee.

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

- 3) The organiser shall without undue delay inform the traveller in a clear, comprehensible and prominent manner on a durable medium of:
  - a) the proposed changes referred to in paragraph 2 and, where appropriate, their impact on the price of the package, in accordance with paragraph 4;
  - b) a reasonable period within which the traveller has to inform the organiser of his decision pursuant to paragraph 2;
  - c) the consequences of the traveller's failure to respond within the period referred to point (b), in accordance with applicable legislation; and
  - d) where applicable, the offered substitute package and its price.
- 4) Where the changes to the package travel contract referred to in the first subparagraph of paragraph 2 or the substitute package referred to in the second subparagraph of paragraph 2 result in a package of lower quality or cost, the traveller shall be entitled to an appropriate price reduction.
- 5) If the package travel contract is terminated pursuant to point (b) of the first subparagraph of paragraph 2, and the traveller does not accept a substitute package, the organiser shall refund all payments made by or on behalf of the traveller without undue delay and in any event not later than 14 days after the contract is terminated. In this case, Article 13(2), (3), (4), (5) and (6) shall apply accordingly.

**Article 11**  
**(Article 12 of the Directive)**

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

- 1) The traveller may terminate the package travel contract at any time before the start of the package. Where the traveller terminates the package travel contract under this paragraph, the traveller may be required to pay an appropriate and justifiable termination fee to the organiser. The package travel contract may specify reasonable standardised termination fees based on the time of the termination of the contract before the start of the package, the expected cost

savings, and the expected income from deployment of the travel services by another traveller. In the absence of standardised termination fees, the amount of the termination fee shall correspond to the price of the package minus the cost savings and income from alternative deployment of the travel services. At the traveller's request the organiser shall provide a justification for the amount of the termination fees.

- 2) Notwithstanding paragraph 1, the traveller shall have the right to terminate the package travel contract before the start of the package without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the performance of the package, or which significantly affect the carriage of passengers to the destination. In the event of termination of the package travel contract under this paragraph, the traveller shall be entitled to a full refund of any payments made for the package, but shall not be entitled to additional compensation.
- 3) The organiser may terminate the package travel contract and provide the traveller with a full refund of any payments made for the package, but shall not be liable for additional compensation, if:
  - a) the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organiser notifies the traveller of the termination of the contract within the period fixed in the contract, but not later than:
    - i) 20 days before the start of the package in the case of trips lasting more than six days;
    - ii) seven days before the start of the package in the case of trips lasting between two and six days;
    - iii) 48 hours before the start of the package in the case of trips lasting less than two days;or
  - b) The organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveller of the termination of the contract without undue delay before the start of the package.
- 4) The organiser shall provide any refunds required under paragraphs 2 and 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the appropriate termination fee. Such refunds or reimbursements shall be made to the traveller without undue delay and in any event not later than 14 days after the package travel contract is terminated.
- 5) With respect to off-premises contracts, as defined in Article 3(8) of Law 2251/1994 (GG I 191), the traveller has the right to withdraw from the package travel contract within a period of 14 days without giving any reason.

**CHAPTER IV**  
**PERFORMANCE OF THE PACKAGE**

**Article 12**  
**(Article 13 of the Directive)**

**Responsibility for the performance of the package**

- 1) The organiser is responsible for the performance of the travel services included in the package travel contract, irrespective of whether those services are to be performed by the organiser or by other travel service providers.

Where the package is sold through a retailer, the provisions of Article 6 of Chapter II, Chapter III, this Chapter and Chapter V applicable to organisers shall also apply to the retailer, without prejudice to national legislation (the Civil Code).

- 2) The traveller shall inform the organiser without undue delay, taking into account the circumstances of the case, of any lack of conformity perceived during the performance of a travel service included in the package travel contract.
- 3) If any of the travel services are not performed in accordance with the package travel contract, the organiser shall remedy the lack of conformity, unless that:
  - a) is impossible; or
  - b) entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected.

If the organiser, in accordance with this paragraph, does not remedy the lack of conformity, Article 13 shall apply.

- 4) Without prejudice to the exceptions laid down in paragraph 3, if the organiser does not remedy the lack of conformity within a reasonable period set by the traveller, the traveller may do so himself and request reimbursement of the necessary expenses. It shall not be necessary for the traveller to specify a time-limit if the organiser refuses to remedy the lack of conformity or if immediate remedy is required.
- 5) Where a significant proportion of the travel services cannot be provided as agreed in the package travel contract, the organiser shall offer, at no extra cost to the traveller, suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract, for the continuation of the package, including where the traveller's return to the place of departure is not provided as agreed.

Where the proposed alternative arrangements result in a package of lower quality than that specified in the package travel contract, the organiser shall grant the traveller an appropriate price reduction.

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

- 6) Where a lack of conformity substantially affects the performance of the package and the organiser has failed to remedy it within a reasonable period set by the traveller, the traveller may terminate the package travel contract without paying a termination fee and, where appropriate, request, in accordance with Article 13, price reduction and/or compensation for damages.

If it is impossible to make alternative arrangements or the traveller rejects the proposed alternative arrangements in accordance with the last subparagraph of paragraph 5, the traveller is, where appropriate, entitled to price reduction and/or compensation for damages in accordance with Article 13 without terminating the package travel contract.

If the package includes the carriage of passengers, the organiser shall, in the cases referred to in the first and second subparagraphs, also provide repatriation of the traveller with equivalent transport without undue delay and at no extra cost to the traveller.

- 7) As long as it is impossible to ensure the traveller's return as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the organiser shall be charged with the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three nights per traveller. Where a greater number of nights is provided for in Union passenger rights legislation applicable to the relevant means of transport for the traveller's return, this shall apply.
- 8) The limitation of costs referred to in paragraph 7 of this Article shall not apply to persons with reduced mobility, as defined in Article 2(a) of Regulation (EC) No 1107/2006 (OJ L 204, 26.7.2006), and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that the organiser has been notified of their particular needs at least 48 hours before the start of the package. The organiser may not invoke unavoidable and extraordinary circumstances to limit the liability under paragraph 7 if the relevant transport provider may not rely on such circumstances under applicable Union legislation.

**Article 13**  
**(Article 14 of the Directive)**

**Price reduction and compensation for damages**

- 1) The traveller shall be entitled to an appropriate price reduction for any period during which there was lack of conformity, unless the organiser proves that the traveller is responsible for said lack of conformity.
- 2) The traveller shall be entitled to appropriate compensation from the organiser for any damage which the traveller sustains as a result of any lack of conformity. Compensation shall be made without undue delay.
- 3) The traveller shall not be entitled to compensation for damages if the organiser proves that the lack of conformity is:
  - a) attributable to the traveller;

- b) attributable to a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable; or
  - c) due to unavoidable and extraordinary circumstances.
- 4) Insofar as international conventions binding the Union limit the extent of or the conditions under which compensation is to be paid by a provider carrying out a travel service which is part of a package, the same limitations shall apply to the organiser. Insofar as international conventions not binding the Union limit compensation to be paid by a service provider, compensation to be paid by the organiser shall be limited accordingly. In other cases, the package travel contract may limit compensation to be paid by the organiser as long as that limitation does not apply to personal injury or damage caused intentionally or with negligence and does not amount to less than three times the total price of the package.
- 5) Any right to compensation or price reduction under this Directive shall not affect the rights of travellers under Regulation (EC) No 261/2004 (OJ L 46/17.2.2004), Regulation (EC) No 1371/2007 (OJ L 315/3.12.2007), Regulation (EC) No 392/2009 (OJ L 131/28.5.2009), Regulation (EU) No 1177/2010 (OJ L 334/17.12.2010) and Regulation (EU) No 181/2011 (OJ L 55/28.2.2011), and under international conventions. Travellers shall be entitled to present claims under this Decree and under those Regulations and international conventions. Compensation or price reduction granted under this Decree and the compensation or price reduction granted under those Regulations and international conventions shall be deducted from each other in order to avoid overcompensation.
- 6) Claims under this Article shall be time-barred after a period of two years from the return date given in the contract.

**Article 14**  
**(Article 15 of the Directive)**

**Possibility to contact the organiser via the retailer**

Without prejudice to the second subparagraph of Article 12(1), the traveller shall have the right to communicate directly with the retailer through which they purchased the package and to send messages, requests and complaints regarding implementation of the package. The retailer shall forward those messages, requests or complaints to the organiser without undue delay.

The date on which any such messages, requests and complaints are received by the retailer shall be the basis for ascertaining conformity with the deadlines and time-limits for the organiser.

**Article 15**  
**(Article 16 of the Directive)**

**Obligation to provide assistance**

The organiser shall give appropriate assistance without undue delay to the traveller in difficulty, including the scenarios referred to in Article 12(7).

- a) providing appropriate information on health services, local authorities and consular assistance; and

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

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

## **CHAPTER V INSOLVENCY PROTECTION**

### **Article 16 (Article 17 of the Directive)**

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

- 1) Organisers established in Greece shall provide guarantee, by means of an insurance contract, the refund of all payments made by or on behalf of travellers insofar as the relevant services are not performed as a consequence of the organiser's insolvency. If the carriage of passengers is included in the package travel contract, organisers shall also provide security for the travellers' repatriation by activating the relevant clauses of the insurance contract. Continuation of the package may be offered.

Organisers not established in an EU Member State which sell or offer for sale packages in Greece, or which by any means direct such activities to Greece, shall be obliged to enter into an insurance contract in accordance with this paragraph.

- 2) The securities referred to in paragraph 1 shall cover the amounts of payments made by or on behalf of travellers to purchase a package, taking into account the length of the period between down payments and final payments and the completion of the package, as well as the estimated cost for repatriation in the event of the organiser's insolvency.
- 3) Protection against organiser insolvency shall cover travellers regardless of their place of residence, the place of departure or where the package is sold and irrespective of the Member State where the insurance company in charge of the insolvency protection is located.
- 4) When the organiser's insolvency affects performance of the package, the security shall be available free of charge to ensure repatriation and, if necessary, the financing of accommodation prior to the repatriation.
- 5) For travel services that have not been performed, refunds of paid amounts shall be provided without undue delay after the traveller's request.
- 6) Organisers established in Greece shall notify the number of the insurance contract and the name of the insurance company to the competent department of the Ministry of Tourism. This information shall be recorded in the Register of Tourism Businesses.

**Article 17**  
**(Article 18 of the Directive)**

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

- 1) Any insolvency protection an organiser provides under the relevant measures of the Member State of their establishment shall be recognised as meeting the requirements of measures given in Article 16 of this Decree.
- 2) The central contact point to facilitate the administrative cooperation and supervision of organisers shall be the Department of the Register of Tourism Businesses and Complaint Management of the Directorate of Quality Standards. Within the structure of the Ministry of Tourism, this Department is responsible for handling and dealing with complaints submitted to the Ministry. The contact details of this central contact point shall be provided to all Member States and the European Commission by the International Relations and EU Department of the Strategic Planning Directorate of the Ministry of Tourism.
- 3) This central contact point shall provide the corresponding contact points in the other EU Member States with all necessary information on their national insolvency protection requirements and the identity of the insurance company providing such insolvency protection for specific organisers established in Greece. This contact point shall grant mutual access to any available inventory listing organisers which are in compliance with their insolvency protection obligations. Any such inventory shall be accessible to any interested party, including via the internet.
- 4) If there is doubt about an organiser's insolvency protection, clarification shall be sought from the organiser's Member State of establishment. Member States requests shall be responded to without undue delay, taking into account the urgency and complexity of the matter. In any event, the first response shall be issued at the latest within 15 working days from receiving the request.

**CHAPTER VI**  
**LINKED TRAVEL ARRANGEMENTS**

**Article 18**  
**(Article 19 of the Directive)**

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

- 1) Traders facilitating linked travel arrangements shall provide security, by means of an insurance contract, for the refund of all payments they receive from travellers insofar as a travel service which is part of a linked travel arrangement is not performed as a consequence of their insolvency. If such traders are the party responsible for the carriage of passengers, the security shall also cover the traveller's repatriation. The second subparagraph of Article 16(1), Article 16(2) to (6) and Article 17 shall apply mutatis mutandis.
- 2) Before the traveller is bound by any contract leading to the creation of a linked travel arrangement or any corresponding offer, the trader facilitating linked travel arrangements, including where the trader is not established in a Member State but, by any means, directs such



activities to a Member State, shall state in a clear, comprehensible and prominent manner that the traveller:

- a) will not benefit from any of the rights applying exclusively to packages under this Decree and that each service provider will be solely responsible for the proper contractual performance of his service; and
- b) will benefit from insolvency protection in accordance with paragraph 1.

In order to comply with this paragraph, the trader facilitating a linked travel arrangement shall provide the traveller with that information by means of the relevant standard template set out in Annex II, or, where the particular type of linked travel arrangement is not covered by any of the templates set out in that Annex, provide the information contained therein.

- 3) Where the trader facilitating linked travel arrangements has not complied with the requirements set out in paragraphs 1 and 2, the rights and obligations laid down in Articles 8 and 11 and Chapter IV shall apply in relation to the travel services included in the linked travel arrangement.
- 4) Where a linked travel arrangement is the result of the conclusion of a contract between a traveller and a trader who does not facilitate the linked travel arrangement, that trader shall inform the trader facilitating the linked travel arrangement of the conclusion of the relevant contract.

## **CHAPTER VII GENERAL PROVISIONS**

### **Article 19 (Article 20 of the Directive)**

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

Without prejudice to the second subparagraph of Article 12(1), where the organiser is established outside the European Economic Area, the retailer established in Greece shall be subject to the obligations laid down for organisers in Chapters IV and V, unless the retailer provides evidence that the organiser complies with those Chapters.

### **Article 20 (Article 21 of the Directive)**

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

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

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

**Article 21**  
**(Article 22 of the Directive)**

**Right to compensation**

In cases where an organiser or a retailer pays compensation, grants price reduction or meets the other obligations incumbent on them under this Decree, the organiser or retailer has the right to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations.

**Article 22**  
**(Article 23 of the Directive)**

**Imperative nature of the provisions of this Presidential Decree**

- 1) A declaration by an organiser of a package or a trader facilitating a linked travel arrangement that he is acting exclusively as a travel service provider, as an intermediary or in any other capacity, or that a package or a linked travel arrangement does not constitute a package or a linked travel arrangement, shall not absolve that organiser or trader from the obligations imposed on them, in accordance with the provisions of this Decree.
- 2) Travellers may not waive the rights conferred on them by this Decree.
- 3) Any contractual arrangement or any statement by the traveller which directly or indirectly waives or restricts the rights conferred on travellers pursuant to this Decree or aims to circumvent the application of this Decree shall not be binding on the traveller.

**Article 23**  
**(Article 25 of the Directive)**

**Penalties**

- 1) Any organiser/retailer not providing the relevant standard information referred to in Article 4 prior to the conclusion of the contract shall be fined by the competent Regional Offices of Tourism an amount between €200.00 and €1 000.00.
- 2) Any organiser/retailer not informing the traveller of all changes to the pre-contractual information prior to the conclusion of the contract shall be fined by the competent Regional Offices of Tourism an amount between €200.00 and €1 000.00.
- 3) Any organiser/retailer not providing the traveller with a copy or confirmation of the package travel contract, on paper or on another durable medium according to how the contract is entered into, pursuant to Article 6(1), shall be fined by the competent Regional Offices of Tourism an amount between €500.00 and €1 000.00.
- 4) Any infringement of the provisions of Article 6(2) shall be subject to a fine of between €500.00 and €1 000.00.

- 5) Any organiser/retailer not providing a justification for the amount of the termination fees refusing a request from the traveller, pursuant to the last subparagraph of Article 11(1), shall be fined by the competent Regional Offices of Tourism €500.00.
- 6) Any organiser/retailer breaching the provisions of Article 11(4) shall be fined by the competent Regional Offices of Tourism an amount between €500.00 and €1 000.00.
- 7) Any organiser/retailer breaching the provisions of Article 12(5)-(8) shall be fined by the competent Regional Offices of Tourism an amount between €500.00 and €1 000.00.
- 8)
  - a) Any organiser/retailer established in Greece who does not enter into the insurance contracts referred to in Article 16 shall be fined by the competent local tourism departments €20 000.00, and if they operate as a travel agency under applicable legislation their Certificate of Compliance with the Legal Conditions shall be revoked.
  - b) Any organiser/retailer established in Greece who enters into the insurance contracts referred to in Article 16 but does not inform travellers of such in any way shall be fined by the competent Regional Offices of Tourism €1 000.00.
  - c) Any organiser/retailer established in Greece who enters into the insurance contracts referred to in Article 16 but does not inform the competent department of the Ministry of Tourism of such shall be fined by the competent Regional Offices of Tourism €1 000.00.
- 9) Any organiser/retailer unduly delaying in paying compensation for travel services not performed due to insolvency, pursuant to Article 16 shall be fined by the competent Regional Offices of Tourism double the amount of the compensation in question.

**Article 24**  
**(Article 27 of the Directive)**

**Amendment of Regulation (EC) No 2006/2004 and Directive 2011/2011/EU**

Articles 3b, 3d(2) and (6), 4c, 4e and 4f of Law 2251/1994 (GG I 191), as in force, shall apply mutatis mutandis to packages as defined in Article 3(2) and (3) in relation to travellers as defined in Article 3(7) of this Decree.

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**ANNEX I**  
**(Annex I to the Directive)**

**Part A**  
**(Part A of the Directive)**

**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.
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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 trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the 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 organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or the retailer becomes insolvent, paid amounts shall be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and

if transport is included in the package, repatriation of the travellers is ensured. XY has entered into an insolvency protection contract with YZ [insurance company]. Travellers may contact this company 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 as transposed into national law ([hyperlink](#))

## **Part B**

### **(Part B of the Directive)**

#### **Standard information form for package travel contracts in situations other than those covered by Part A**

The combination of travel services offered to you is a package within the meaning of 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 trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the 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 organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or the retailer becomes insolvent, paid amounts shall be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is ensured. XY has entered into an insolvency protection contract with YZ [insurance company]. Travellers may contact this company 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.)

## **Part C**

### **(Part C of the Directive)**

#### **Standard information form where the organiser transmits data to another trader in accordance Article 3(2)(b)(v)**

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 trader who is liable for the proper performance of all the travel services included in the contract.

- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the 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 organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or the retailer becomes insolvent, payments shall be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. XY has entered into an insolvency protection contract with YZ [insurance company]. Travellers may contact this company 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 as transposed into national law ([hyperlink](#))

## **ANNEX II**

### **(Annex II to the Directive)**

#### **Part A**

##### **(Part A of the Directive)**

**Standard information form where the trader facilitating an online linked travel arrangement within the meaning of Article 3(6)(a) of this Decree 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, these 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 insurance company in charge of the insolvency protection – insurance company).

Travellers may contact this insurance company 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 as transposed into national law (hyperlink)

## **Part B**

### **(Part B of the Directive)**

#### **Standard information form where the trader facilitating an online linked travel arrangement within the meaning of Article 3(6)(a) of this Decree is a trader other than a carrier selling a return ticket**

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights applying to packages under 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 entered into an insolvency protection contract with YZ [insurance company].

Travellers may contact this company 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.

Please 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 as transposed into national law (hyperlink)

### **Part C**

#### **(Part C of the Directive)**

#### **Standard information form in the case of linked travel arrangements within the meaning of Article 3(6)(a) of this Decree where the contracts are concluded in the simultaneous physical presence of the trader (other than a carrier selling a return ticket) and the traveller**

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights applying to packages under 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 entered into an insolvency protection contract with YZ [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.

Please 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.)

### **Part D**

**(Part D of the Directive)**

**Standard information form where the trader facilitating an online linked travel arrangement within the meaning of Article 3(6)(b) of this Decree 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 have booked 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 entered into an insolvency protection contract with YZ [insurance company].

Travellers may contact this company 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.

Please 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 as transposed into national law (hyperlink)

**Part E**

**(Part E of the Directive)**

**Standard information form where the trader facilitating an online linked travel arrangement within the meaning of Article 3(6)(b) is a trader other than a carrier selling a return ticket**

If you book additional travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under 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 entered into an insolvency protection contract with YZ [insurance company].

Travellers may contact this company 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.

Please 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 as transposed into national law (hyperlink)

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#### **Article 25**

In the forms given in Annexes I and II and in the information given in hyperlinks on basic traveller rights, reference shall also be made to the information contained in this Decree.

#### **Article 26 (Article 29 of the Directive)**

#### **Repealed provisions**

Presidential Decree 339/1996 (GG I 225) on package travel, in conformity with Directive 90/314 (OJ L 158/59) on package travel, package holidays and package tours, as in force, shall be repealed from the time this Decree becomes applicable.

References in the repealed Decree to legislation applicable at the time this Decree is published shall be considered to be references to the corresponding provisions of this Decree.

#### **Article 27 (Article 28 of the Directive)**

#### **Entry into Force**

The substantive validity of this Presidential Decree shall start on 1 July 2018.

Its provisions shall be applied to contracts entered into after 1 July 2018.

The Minister for Tourism shall publish and implement this Decree.

Athens, 16 January 2018

The President of the Republic

**PROKOPIOS V. PAVLOPOULOS**

The Ministers

Economy and Development

**DIMOS PAPADIMITRIOU**

Tourism

**ELENA KOUNTOURA**