

**TABLE OF CONCORDANCE  
of legal provisions with EU law**

Title of Directive: **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**

**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**

**Act No 170/2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending some other acts  
Act No 136/2010 on services in the internal market and amending some other acts  
Act No 575/2001 on the organisation of government activities and the central state administration  
Act No 102/2014 on consumer protection in the sale of goods or provision of services under a distance or under an off-premises contract and amending some other acts**

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Article (article, paragraph sentence, subparagraph)	Text	Transposition method (normal, option, discretionary, n.a.)	Number of legal provision	Article (article, section, paragraph, sentence, subparagraph)		Concordance	Notes
Article 1	The purpose of this Directive is to contribute to the proper functioning of the internal market and to the achievement of a high and as uniform as possible level of consumer protection by approximating certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts between travellers and traders relating to package travel and linked travel arrangements.	n.a.				n.a.	

Article 2(1),(2)	<p>1. This Directive applies to packages offered for sale or sold by traders to travellers and to linked travel arrangements facilitated by traders for travellers.</p> <p>2. This Directive does not apply to:</p> <p>(a) packages and linked travel arrangements covering a period of less than 24 hours unless overnight accommodation is included;</p> <p>(b) packages offered, and linked travel arrangements facilitated, occasionally and on a not-for-profit basis and only to a limited group of travellers;</p> <p>(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.</p>	Normal	Act No 170/2018		<p>Section 1</p> <p>(1) This Act lays down the rights and obligations related to the provision of travel services pursuant to a package travel contract or to the provision of linked travel arrangements pursuant to Section 4, the competences of public authorities in the tourism sector, certain conditions of engaging in the tourism business, liability and sanctions for a breach of an obligation stipulated by this Act.</p> <p>(2) This Act shall not apply to package travel or linked travel arrangements provided for a period of less than 24 hours, if they do not include accommodation, provided on an occasional basis, only to a limited group of travellers and without the aim of attaining a profit, or purchased on the basis of a general agreement the subject of which is the arrangement of travel services in connection with business trips concluded by and between a trader and another person who is concluding and performing the agreement within its line of business or occupation or a person who is acting on behalf or on the account of such a person.</p>	Full concordance	
Article 2(3)	This Directive does not affect national general contract law such as the rules on the validity,	n.a.				n.a.	

	formation or effect of a contract, insofar as general contract law aspects are not regulated in this Directive.						
Article 3(1)	<p>For the purposes of this Directive, the following definitions apply:</p> <p>1. ‘travel service’ means:</p> <p>a) carriage of passengers;</p> <p>b) accommodation which is not intrinsically part of carriage of passengers and is not for residential purposes;</p> <p>c) rental of cars, other motor vehicles within the meaning of Article 3(11) of Directive 2007/46/EC of the European Parliament and of the Council, or motorcycles requiring a Category A driving licence in accordance with point (c) of Article 4(3) of Directive</p>	Normal	Act No 170/2018	Article 1, Section 1, Paragraph A	<p>For the purpose of this Act, the following terms shall have the following meaning:</p> <p>(a) a travel service:</p> <ol style="list-style-type: none"> <li>1. carriage;</li> <li>2. accommodation that does not constitute a natural component of carriage and is not intended for residential purposes;</li> <li>3. motor vehicle rental<sup>1</sup> or the rental of two-wheel motor vehicles the driving of which requires a class A driver’s licence<sup>2</sup>; or</li> <li>4. any other travel service that does not constitute a natural component of the travel services listed in points one, two, or three;</li> </ol>	Full concordance	

<sup>1</sup> Section 3(g) of Decree of the Government of the Slovak Republic No 140/2009, laying down details about type approval of motor vehicles and their trailers, systems, components, and independent technical units designed for such vehicles.

<sup>2</sup> Section 75(5)(a) of Act No 8/2009 on road traffic and amending some other acts as amended by Act No 144/2010

	2006/126/EC of the European Parliament and of the Council; any other tourist service not intrinsically part of a travel service within the meaning of points (a), (b) or (c);						
Article 3(2)	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, (ii) offered, sold or charged at an inclusive or total price, (iii) advertised or sold under the term 'package' or under a similar term, (iv) combined after the conclusion of a contract by which a trader entitles the traveller to choose among a selection of different	Normal	Act No 170/2018	Article 1, Section 3	(1) Package travel is a combination of at least two different travel services pursuant to Section 2(a) purchased for the purpose of the same trip; a) if travel services have been combined by a single trader, even if done at the request of the traveller or based on a traveller's selection made prior to the conclusion of a package travel contract; or  b) irrespective of whether separate contracts are concluded with individual travel service providers, those services are: 1. purchased at one point of sale and combined before the traveller undertook to pay their price; 2. offered, sold, or charged at an aggregate price or total price; 3. offered or sold under the title "package travel", "travel services package", or a similar designation; 4. combined by a traveller after the conclusion of a contract that gives the traveller a right to choose from	Full concordance	

	<p>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.</p> <p>A combination of travel services where not more than one type of travel service as referred to in point (a), (b) or (c) of point 1 is combined with one or more tourist services as referred to in point (d) of point 1 is not a package if the latter services:</p> <p>(a) do not account for a significant proportion of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination; or</p> <p>(b) selected and purchased only after the performance of a travel service as referred to in point (a), (b) or (c) of point 1 has started;</p>				<p>various types of travel services; or</p> <p>5. purchased from various traders through linked online booking systems in which the trader with which the first travel service contract is concluded sends the name and surname, payment details, and electronic address of the traveller to another trader or other traders, and a travel services contract is concluded with that trader or traders within 24 hours of the confirmation of the booking of the first travel service.</p> <p>(2) Package travel is not a combination of one type of the travel services listed in Section 2 (a), points one, two, or three, and one other travel service or several other travel services pursuant to Section 2 (a), point four, if:</p> <p>a) such other travel services are not provided as a material component of the combination of travel services or do not otherwise constitute a material component thereof or if the price of such other travel services does not amount to more than 25 % of the total price of the combination of travel services; or</p> <p>b) all travel services included in that combination are provided by the same travel service provider; or</p>		
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					c) a traveller chose and purchased such other travel services only after the commencement of the provision of the travel service specified in Section 2(a), points one, two, or three.		
Article 3(3)	3. 'package travel contract' means a contract on the package as a whole or, if the package is provided under separate contracts, all contracts covering travel services included in the package;	Normal	Act No 170/2018	Article 1, Section 16(1), (2)	(1) In a package travel contract, a tour operator agency undertakes to arrange package travel for a traveller at the price agreed, which the traveller undertakes to pay.  (2) If package travel is being provided on the basis of separate contracts on the provision of travel services, a package travel contract shall comprise all of the contracts related to the travel services included in package travel.	Full concordance	Given that the term 'package travel contract' is a well-established concept, it is not necessary to lay down a definition explaining that a package travel contract means a contract on the package travel as a whole.
Article 3(4)	4. 'start of the package' means the beginning of the performance of travel services included in the package;	Normal	Act No 170/2018	Article 3, Section 1(i)	i) 'start of package travel' shall mean the commencement of the provision of the first travel service that constitutes package travel;	Full concordance	
Article 3(5)	5. '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	Normal	Act No 170/2018	Article 1, Section 4	<b>Linked travel arrangements</b> (1) Linked travel arrangements are a combination of at least two different types of travel services pursuant to Section 2(a) purchased for the purpose of the same trip, which do not	Full concordance	

	<p>conclusion of separate contracts with the individual travel service providers, if a trader facilitates:</p> <p>(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</p> <p>(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.</p> <p>Where not more than one type of travel service as referred to in point (a), (b) or (c) of point 1 and one or more tourist services as referred to in point (d) of point 1 are purchased, they do not constitute a linked travel arrangement if the latter services do not account for a significant proportion of the combined value of the services and are not advertised as, and do not otherwise represent, an essential feature of the trip or holiday.</p>				<p>constitute a package trip, provided that independent contracts are concluded with several providers of travel services, if the traveller:</p> <p>a) is allowed, during a single visit at a point of sale or in the course of a single contact with a point of sale, to choose and pay for each travel service separately; or</p> <p>b) receives targeted facilitation of at least one additional travel service performed by another trader, provided that the contract with such other trader is concluded within 24 hours of the confirmation of the order of the first travel service.</p> <p>(2) Linked travel arrangements do not constitute a combination of a single type of the travel services listed in Section 2(a) points one, two, or three, and one or several other travel services pursuant to Section 2(a) point four, if such other travel services are not provided as a material component of a combination of travel services or do not otherwise constitute material component thereof or if the price of such other travel services does not amount to more than 25 % of the total price of the combination of travel services.</p>		
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Article 3(6)	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 Directive;	Normal	Act No 170/2018	Article 1, Section 1(b)	b) traveller shall mean an individual who is concluding a package travel contract, or contracts that constitute linked travel arrangements, or who is to be provided travel services on the basis of a package travel contract or contracts that constitute linked travel arrangements;	Full concordance	
Article 3(7)	7. '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 Directive, whether acting in the capacity of organiser, retailer, trader facilitating a linked travel arrangement or as a travel service provider;	Normal	Act No 170/2018	Article 1, Section 1(c)	c) trader shall mean a person who, in concluding and performing package travel contracts or contracts that constitute linked travel arrangements, acts within the line of its business, including if operating through another person who is acting on its behalf or on the basis of an authorisation; this may include a tour operator agency, travel agency, or the provider of travel services;	Full concordance	
Article 3(8)	8. '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 point 2;	Normal	Act No 170/2018	Article 1, Section 5(2), (3)	(1) A tour operator agency is a trader who combines travel services in order to put together package travel, sells or offers for sale package travel, and enters into package travel contracts or facilitates linked travel arrangements. (2) A tour operator agency has the exclusive right to: a) enter into package travel contracts in its own name, through another	Full concordance	Under Slovak law an organiser is solely a tour operator agency.



					trader, or in association with another trader; b) send data pertaining to a traveller to another trader pursuant to Section 3(1)(b), point five; c) facilitate linked travel arrangements.		
Article 3(9)	9. 'retailer' means a trader other than the organiser who sells or offers for sale packages combined by an organiser;	Normal	Act No 170/2018	Article 1, Section 5(4)(a)  Article 1, Section 5(5)(a)	(4) Furthermore, a tour operator agency: a) creates travel service combinations, offers and sells them to another tour operator agency or travel agency for their resale;  (5) A travel agency is a trader who, within the scope of its line of business: a) creates travel service combinations, offers and sells them to another tour operator agency or travel agency for their resale;		Under Slovak law a retailer can be both a tour operator agency and a travel agency.
Article 3(10)	10. 'establishment' means establishment as defined in point 5 of Article 4 of Directive 2006/123/EC;		Act No 136/2010	Article 1, Section 2(c)	a) establishment means the provision of a service for an indeterminate period of time through an establishment, an office or premises linked to the exercise of the activity, in which the service is actually provided;	Full concordance	Reference inserted in the draft Act <sup>(12)</sup> Section 2 (c) of Act No 136/2010 on services on the internal market and amending some other acts. )

Article 3(11)	11. 'durable medium' means any instrument which enables the traveller or the trader to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;	Normal	Act No 170/2018	Article 1, Section 2(g)	g) durable medium shall mean allowing a traveller or trader to maintain information addressed to it in a manner allowing for future use of that information for a person corresponding to the nature of the information and that allows for an unaltered reproduction of the saved information, in particular, paper, e-mail, USB key, CD, DVD, memory card or fixed computer disc;	Full concordance	
Article 3(12)	12. '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;	Normal	Act No 170/2018	Article 1, Section 2(h)	h) unavoidable and exceptional circumstance shall mean a circumstance that the contracting party that is invoking it could not influence and the consequences of which it is unable to avert, even if it took all appropriate measures;	Full concordance	Article 3(12)
Article 3(13)	13. 'lack of conformity' means a failure to perform or improper performance of the travel services included in a package;	Normal	Act No 170/2018			n.a.	Article 3(13) of the Directive has not been transposed in the draft Act as a definition because the draft Act does not use the concept of 'lack of conformity'.
Article 3(14)	14. 'minor' means a person below	Normal	Act No	Article 1,	f) information allowing direct contact	Full	In the draft Act

	the age of 18 years;		170/2018	Section 16(4)(f)	with minors ) or a person responsible for a minor at the destination if a minor is travelling, pursuant to a package travel contract that includes accommodation, unaccompanied by his parent or another authorised person;	concordance	the term 'minor' refers to Sections 8 and 9 of the Civil Code.
Article 3(15)	15. '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;	Normal	Act No 170/2018	Article 1, Section 2(f)	f) point of sale shall mean an establishment ) or other premises in which a trader customarily carries on its business, including a web office or other means of remote communication that make it possible to enter into a contract without the contracting parties being simultaneously present physically;	Full concordance	
Article 3(16)	16. 'repatriation' means the traveller's return to the place of departure or to another place the contracting parties agree upon.	Normal	Act No 170/2018	Article 1, Section 2(j)	j) Repatriation shall mean the return of a traveller to the point of departure or to another point on which the contracting parties agree.	Full concordance	
Article 4	Unless otherwise provided for in this Directive, Member States shall not maintain or introduce, in their national law, provisions diverging from those laid down in this Directive, including more or less stringent provisions which would ensure a different level of traveller protection.	n.a.				n.a.	
Article 5	1. Member States shall ensure that, before the traveller is bound by any package travel contract or any corresponding offer, the organiser	Normal	Act No 170/2018	Article 1, Section 14(1), (2), (4)	(1) A tour operator agency or a travel agency that is selling package travel shall, prior to the conclusion of a package travel contract or prior to	Full concordance	

	<p>and, where the package is sold through a retailer, also the retailer shall provide the traveller with the standard information by means of the relevant form as set out in Part A or Part B of Annex I, and, where applicable to the package, with the following information:</p> <p>(a) the main characteristics of the travel services:</p> <p>(i) the travel destination(s), itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included;</p> <p>(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.</p> <p>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;</p> <p>(iii) the location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination;</p> <p>(iv) the meal plan;</p>				<p>sending an offer the acceptance of which can lead to the conclusion of a package travel contract, provide information to the traveller through the appropriate form provided in Annex 1, Part A or Part B.</p> <p>(2) Depending on the type of package tour, a tour operator agency or a travel agency selling package travel shall provide to the traveller information about:</p> <p>a) the key features of the travel services, which are:</p> <ol style="list-style-type: none"> <li>1. the destination(s), travel route, date of the start and end of package travel, duration of the stay, including dates, and in the case of package travel that includes accommodation, also the number of nights for which accommodation will be provided;</li> <li>2. the type and category of the means of transport, class and travel connections, time of departure and arrival, and if the exact time has not yet been determined, the approximate time of departure and arrival and the expected points and duration of stops;</li> <li>3. the name, position, category, class, amenities, and key features of the accommodation facility; with respect to the class of the accommodation facility also information about the country according to which the</li> </ol>		
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	<p>(v) visits, excursion(s) or other services included in the total price agreed for the package;</p> <p>(vi) where it is not apparent from the context, whether any of the travel services will be provided to the traveller as part of a group and, if so, where possible, the approximate size of the group;</p> <p>(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</p> <p>(viii) 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;</p> <p>(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;</p> <p>(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</p>				<p>accommodation facility is classified;</p> <p>4. style, scope, and form of dining;</p> <p>5. programme at the destination, trips, excursions and other services included in the total price of package travel;</p> <p>6. information as to whether any of the travel services will be provided to the traveller on a group basis and, if possible, also information about the approximate size of the group, if it is not evident from the context;</p> <p>7. information about the foreign language if a travel service pursuant to Section 2 (a), point four, is to be provided in a foreign language;</p> <p>8. information about the general suitability of the trip for persons with reduced mobility and, at the traveller's request, also exact information about the appropriateness of the trip with a view to the traveller's needs;</p> <p>b) the name or business name, registered seat of a legal entity or place of business of a natural person, telephone and e-mail address of the tour operator agency; if the package is sold through another tour operator agency or a travel agency, information about such a tour operator agency or travel agency shall be provided;</p> <p>c) the total price of package travel, including taxes and all costs and fees or, if such costs and fees cannot be</p>		
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	<p>conclusion of the contract, an indication of the type of additional costs which the traveller may still have to bear;</p> <p>(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;</p> <p>(e) the minimum number of persons required for the package to take place and the time-limit, referred to in point (a) of Article 12(3), before the start of the package for the possible termination of the contract if that number is not reached;</p> <p>(f) general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination;</p> <p>(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</p>				<p>determined prior to the conclusion of a package travel contract, notification of the types of additional costs that may yet be included in the total price of package travel;</p> <p>d) payment conditions, including the traveller's obligation to pay an advance payment, and its amount, the payment conditions for the payment of the balance of the price or the obligation to provide, upon request, other financial security, and about the conditions applicable thereto;</p> <p>e) the condition of a minimum number of travellers needing to be attained in order for package travel to take place, and about the period specified in Section 21(3)(a), within which a traveller must be informed in writing about withdrawal from the package travel contract due to a failure to attain the minimum number of travellers;</p> <p>f) general information pertaining to passport and visa requirements, including the expected period required for the issuance of a visa, and about any medical requirements at the destination;</p> <p>g) the traveller's right to withdraw from the package travel contract at any point prior to the commencement of package travel, upon the payment</p>		
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	<p>organiser, in accordance with Article 12(1);</p> <p>(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.</p> <p>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 in points (a) to (h) of the first subparagraph.</p>				<p>of a termination fee agreed in the package travel contract or a termination fee pursuant to Section 21(1), if it is demanded by the tour operator agency;</p> <p>h) insurance for covering costs related to withdrawal from the package travel contract by the traveller or other costs that a traveller may incur, in particular in the event of an accident, illness, or death.</p> <p>(4) If a package travel contract is being concluded over the telephone, the tour operator agency or the travel agency selling package travel shall, prior to the conclusion of a package travel contract, provide to travellers the information specified in Annex 1, Part B, and information pursuant to paragraphs (2) and (3).</p>		
Article 5(2)	<p>2. With reference to packages as defined in point (b)(v) of point 2 of Article 3 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 the first subparagraph of paragraph 1 of this Article in so far</p>	Normal	Act No 170/2018	Article 1, Section 14(5)	<p>(5) If a tour operator agency sends, via interconnected online booking systems, the first name and surname, payment details, and electronic address of a traveller to another trader or other traders pursuant to Section 3(1) (b), point five, the tour operator agency as well as each of those traders shall provide to the traveller, prior to the conclusion of a package travel contract, or prior to the provision of</p>	Full concordance	

	as it is relevant for the respective travel services they offer. The organiser shall also provide, at the same time, the standard information by means of the form set out in Part C of Annex I.				an offer the acceptance of which may result in the conclusion of a package travel contract, information pursuant to paragraph 2 if it is relevant to the travel services offered. At the same time the tour operator agency shall provide information to the traveller through the appropriate form provided in Annex 1, Part C.		
Article 5(3)	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 shall be legible.	Normal	Act No 170/2018	Article 1, Section 14(6)	(6) Information pursuant to paragraphs (1) to (4) shall be provided in a clear, comprehensible, and certain manner; if the information is being provided in writing, it must be legible.	Full concordance	
Article 6(1)	1. Member States shall ensure that the information provided to the traveller pursuant to points (a), (c), (d), (e) and (g) of the first subparagraph of Article 5(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.	Normal	Act No 170/2018	Article 1, Section 14(7)	(7) Information pursuant to paragraph (2)(a), (c) to (e), and (g) shall constitute an integral part of a package travel contract and may only be changed with the consent of both contracting parties. A tour operator agency or a travel agency selling package travel shall inform the traveller of any changes in pre-contractual information in a clear, comprehensible, and certain manner prior to the conclusion of a package travel contract.	Full concordance	



Article 6(2)	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 point (c) of the first subparagraph of Article 5(1) before the conclusion of the package travel contract, the traveller shall not bear those fees, charges or other costs.	Normal	Act No 170/2018	Article 1, Section 14(8)	(8) Should a tour operator agency or a travel agency selling package travel fail to provide the information referred to in paragraph 2(c) prior to the conclusion of a package travel contract, travellers shall not pay such additional fees and additional costs.	Full concordance	
Article 7(1)	1. Member States shall ensure that package travel contracts are 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 request a paper copy if the package travel contract has been concluded in the simultaneous physical presence of the parties. With respect to off-premises contracts as defined in point 8 of Article 2 of Directive 2011/83/EU, a copy or confirmation of the package travel contract shall be provided to the traveller on paper	Normal	Act No 170/2018	Article 1, Section 16(3), (5), (6), (7)	(3) A package travel contract must be formulated clearly, comprehensibly and certainly; if it is made in written form, it must be legible.  (5) A tour operator agency or a travel agency selling package travel shall, without delay after the conclusion of a package travel contract, hand over to the traveller a counterpart of the package travel contract concluded, or a clearly, comprehensibly, certainly formulated, and legible confirmation of the conclusion of a package travel contract on a durable medium.  (6) If a package travel contract concluded with the contracting parties being simultaneously physically present, the tour operator agency or the travel agency selling package travel shall provide to the traveller at	Full concordance	

	or, if the traveller agrees, on another durable medium.				<p>his request also a counterpart of the package travel contract or a confirmation of the conclusion of a package travel contract in paper form.</p> <p>(7) If an off-premises package travel contract has been concluded, the tour operator agency or the travel agency selling package travel shall provide to the traveller, without delay after the conclusion of the package travel contract, in paper form or with the traveller's consent on a durable medium, a counterpart of the package travel contract concluded, or a confirmation of the conclusion of a package travel contract.</p>		
Article 7(2)	<p>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 points (a) to (h) of the first subparagraph of Article 5(1) and the following information:</p> <p>(a) special requirements of the traveller which the organiser has accepted;</p> <p>(b) information that the organiser is:</p> <p>(i) responsible for the proper performance of all travel services included in the contract in</p>	Normal	Act No 170/2018	Article 1, Section 16(4)	<p>(4) A package travel contract or a confirmation of the conclusion of a package travel contract must contain the information stated in Section 14(2) and:</p> <p>a) the traveller's specific requirements to which the tour operator agency has agreed;</p> <p>b) information about the fact that the tour operator agency is:</p> <ol style="list-style-type: none"> <li>1. liable for the provision of package travel pursuant to Section 22; and</li> <li>2. obliged to provide assistance pursuant to Section 25 should a traveller find himself in difficulty;</li> </ol> <p>c) the name and registered office of a</p>	Full concordance	

	<p>accordance with Article 13; and  (ii) obliged to provide assistance if the traveller is in difficulty in accordance with Article 16;  (c) the name of the entity 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 State 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 13(2);</p>				<p>provider of insolvency protection and its contact details;  d) the name, address, electronic address, and telephone contact and, if relevant, fax contact details of a responsible representative or different entity authorised by the tour operator agency, through whom travellers can promptly contact the tour operator agency and effectively communicate with it, request assistance in need, or present a claim should they discover a breach of the package travel contract during package travel;  e) information about the traveller's notification obligation pursuant to Section 22(2);  f) information allowing direct contact with minors<sup>3</sup> or a person responsible for a minor<sup>3</sup> at the destination if a minor is travelling, pursuant to a package travel contract that includes accommodation, unaccompanied by his parent or another authorised person;  g) information about the procedure of presenting a claim and the handling of claims, complaints, and notices from travellers and about the possibility and conditions of the resolution of a dispute through an alternative dispute</p>		
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<sup>3</sup> Section 8 and 9 of the Civil Code, as amended.

	(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 Directive 2013/11/EU of the European Parliament and of the Council, and, where applicable, on the ADR entity by which the trader is covered and on the online dispute resolution platform pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council; (h) information on the traveller's right to transfer the contract to another traveller in accordance with Article 9.				resolution method pursuant to a special legal regulation <sup>4</sup> , and, if relevant, also about the alternative dispute resolution entity within whose competence the trader falls, and information about an alternative dispute resolution platform <sup>5</sup> ; h) information about the traveller's right to assign a package travel contract to another traveller pursuant to Section 18.		
Article 7(3)	3. With reference to packages as defined in point (b)(v) of point 2	Normal	Act No 170/2018	Article 1, Section 16(8)	(8) If a tour operator agency sends, via interconnected online booking	Full concordance	

<sup>4</sup> Act No 391/2015 on alternative consumer dispute resolution and amending some other acts.

<sup>5</sup> Article 14(1) and (2) of 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 EU L 165, 18. 6. 2013).

	<p>of Article 3, 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.</p> <p>As soon as the organiser is informed that a package has been created, the organiser shall provide to the traveller the information referred to in points (a) to (h) of paragraph 2 on a durable medium.</p>				<p>systems, the first name and surname, payment details, and electronic address of a traveller to another trader or other traders pursuant to Section 3(1)(b), point five, the traders to which the information about a traveller was sent and who entered into a contract with the traveller that resulted in the creation of package travel, shall inform the tour operator agency that had sent it the traveller's details of the conclusion of the contract and provide to it the information required for complying with its obligations pursuant to this Act. The tour operator agency shall provide to the traveller information referred to in paragraph 4 on a durable medium immediately after it obtains information about the formation of package travel.</p> <p>(9)</p>		
Article 7(4)	<p>4. The information referred to in paragraphs 2 and 3 shall be provided in a clear, comprehensible and prominent manner.</p>	Normal	Act No 170/2018	<p>Article 1, Section 16(3), (5)</p>	<p>(3) A package travel contract must be formulated clearly, comprehensibly and certainly; if it is made in written form, it must be legible.</p> <p>(5) A tour operator agency or a travel agency selling package travel shall, without delay after the conclusion of a package travel contract, hand over to the traveller a counterpart of the package travel contract concluded, or a clearly, comprehensibly, certainly</p>	Full concordance	

					formulated, and legible confirmation of the conclusion of a package travel contract on a durable medium.		
Article 7(5)	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.	Normal	Act No 170/2018	Article 1, Section 16(9)	(9) A tour operator agency is obliged to provide to the traveller, with sufficient advance notice prior to the commencement of package travel, confirmations, vouchers, travel tickets, entrance tickets, and information about planned departure times or about the check-in time, as well as about any stops planned, travel connections, and arrival at the destination or destinations.	Full concordance	
Article 8	As regards compliance with the information requirements laid down in this Chapter, the burden of proof shall be on the trader.	Normal	Act No 170/2018	Article 1, Section 17	The burden of proving that the information specified in Sections 14 to 16 has been duly provided shall be borne by the tour operator agency or the travel agency selling package travel or by the tour operator agency facilitating linked travel arrangements.	Full concordance	This means the burden of proof that the travel agency bears for example when dealing with complaints.
Article 9(1)	1. Member States shall ensure that a traveller may, after giving the organiser reasonable notice on a durable medium before the start of the package, transfer the package travel contract to a person who satisfies all the conditions applicable to that contract. Notice given at the latest seven days before the start of the package shall in any event be deemed to be reasonable.	Normal	Act No 170/2018	Article 1, Section 18(1)	(1) Prior to the commencement of package travel, a traveller may inform the tour operator agency on a durable medium that, in his stead, another person will take part in package travel who complies with all the conditions agreed for taking part in package travel; this third party's consent to the assignment of the package travel contract must constitute a part of the notice. A change in travellers shall take effect with respect to the tour	Full concordance	

					operator agency if a notice of the assignment of the package travel contract pursuant to the first sentence was delivered to the tour operator agency within an appropriate period, but no later than seven days prior to the commencement of package travel, unless the contracting parties have agreed to a shorter period; the person specified in the notice shall become the traveller as at the date of the delivery of the notice.		
Article 9(2)	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.	Normal	Act No 170/2018	Article 1, Section 18(2)	(2) The original traveller and the new traveller shall bear joint and several liability for the payment of the balance of the package travel price and any fees, surcharges, and other costs that arise in connection with the change in travellers and about which the tour operator agency informs them. The fees, surcharges, and other costs referred to in the first sentence must not be inappropriate and must not exceed the actual costs incurred by the tour operator agency due to the assignment of the package travel contract.	Full concordance	
Article 9(3)	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.	Normal	Act No 170/2018	Article 1, Section 18(3)	(3) The tour operator agency shall document to the new travellers the occurrence of additional fees, surcharges or other costs that have arisen due to the assignment of the package travel contract.	Full concordance	

Article 10(1)	<p>1. Member States shall ensure that 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:</p> <p>(a) the price of the carriage of passengers resulting from the cost of fuel or other power sources;</p> <p>(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</p> <p>(c) the exchange rates relevant to the package.</p>	Normal	Act No 170/2018	Article 1, Section 19(1), (2)	<p>(1) Parties may agree in a package travel contract that the tour operator agency may increase the price of package travel by an unilateral action, provided that it, at the same time, precisely determines the price increase calculation method and that the package travel contract stipulates that a traveller is entitled to a reduction in the price of package travel corresponding to the reduction in the costs listed in paragraph 2, which occurred after the conclusion of the package travel contract and prior to the commencement of package travel.</p> <p>(2) The price of package travel may only be increased pursuant to paragraph 1 as a direct consequence of a change pertaining to</p> <p>a) the price of passenger carriage arising from a change in the prices of fuel or other sources of energy;</p> <p>b) the amount of taxes or fees for travel services that constitute the package travel and that are billed by a third party that is not a direct provider of the travel services that constitute the package travel, including local taxes on accommodation, airport fees and port fees or fees for boarding and disembarking at airports and in ports;</p> <p>c) the exchange rates of currencies</p>	Full concordance	
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					pertaining to the package travel.		
Article 10(2)	2. If the price increase referred to in paragraph 1 of this Article exceeds 8 % of the total price of the package, Article 11(2) to (5) shall apply.	Normal	Act No 170/2018	Article 1, Section 19(4)	(4) Should the price increase pursuant to paragraphs (1) and (2) exceed eight percent of the total price of package travel, Section 20 (2) to (5) shall apply.	Full concordance	
Article 10(3)	3. Irrespective of its extent, a price increase shall be possible only if the organiser notifies the traveller clearly and comprehensibly of it with a justification for that increase and a calculation, on a durable medium at the latest 20 days before the start of the package.	Normal	Act No 170/2018	Article 1, Section 19(3)	(3) A clear and comprehensibly formulated notice concerning the increase in the price of the package tour, on a durable medium, with due rationale and a calculation of the increase of the price of the package tour must be demonstrably sent to the traveller no later than 20 days prior to the commencement of package travel, otherwise the tour operator agency shall not be entitled to charge the difference in the price of the package tour.	Full concordance	
Article 10(4)	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.	Normal	Act No 170/2018	Article 1, Section 19(1),(5)	(1) Parties may agree in a package travel contract that the tour operator agency may increase the price of package travel by an unilateral action, provided that it, at the same time, precisely determines the price increase calculation method and that the package travel contract stipulates that a traveller is entitled to a reduction in the price of package travel corresponding to the reduction in the costs listed in paragraph 2, which occurred after the conclusion of the package travel contract and prior to	Full concordance	

					the commencement of package travel. (5) In the event of a reduction in the price pursuant to paragraph 1, the tour operator agency shall provide to the traveller the difference between the original price and decreased price of the package travel, subject to a deduction of actual costs incurred by the tour operator agency in connection with the change in the price of package travel. At the traveller's request, the tour operator agency shall provide a confirmation of these actual costs.		
Article 10(5)	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.	Normal	Act No 170/2018	Article 1, Section 19(5)	(5) In the event of a reduction in the price pursuant to paragraph 1, the tour operator agency shall provide to the traveller the difference between the original price and decreased price of the package travel, subject to a deduction of actual costs incurred by the tour operator agency in connection with the change in the price of package travel. At the traveller's request, the tour operator agency shall provide a confirmation of these actual costs.	Full concordance	
Article 11(1)	1. Member States shall ensure that, before the start of the package, the organiser may not unilaterally change package travel contract terms other than the price in accordance with Article 10, unless:	Normal	Act No 170/2018	Article 1, Section 20(1)	(1) A tour operator agency is not entitled, prior to the commencement of package travel, unilaterally to change any conditions of a package travel contract other than the price pursuant to Section 19, with the	Full concordance	

	(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.				exception of the case when the tour operator agency reserved that right in the package travel contract, the change is negligible, and the tour operator agency informs the traveller about the change in a clear, comprehensible, and certain manner on a durable medium.		
Article 11(2)	2. If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services as referred to in point (a) of the first subparagraph of Article 5(1) or cannot fulfil the special requirements as referred to in point (a) of Article 7(2), or proposes to increase the price of the package by more than 8 % in accordance with Article 10(2), 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.	Normal	Act No 170/2018	Article 1, Section 20(2), (3)	(2) If a tour operator agency is obliged to fundamentally change any of the key features of the travel services specified in Section 14(2)(a) prior to the commencement of package travel, or if it is unable to meet specific requirements pursuant to Section 16(4)(a), or if it is proposing to increase the price of package travel by more than eight percent pursuant to Section 19(4), it shall propose a change in the package travel contract to the traveller.  (3) In the cases specified in paragraph 2, a tour operator agency shall promptly inform the traveller in a clear, comprehensible, and certain manner on a durable medium about: a) the proposed changes and their impact on the price of package travel; b) the right of the traveller to accept the proposed changes in the appropriate period set or withdraw from the package travel contract	Full concordance	

					<p>without paying a termination fee;</p> <p>c) the fact that should the traveller not accept the proposed changes of the package travel contract within the period specified in sub-paragraph (b), the package travel contract shall be terminated; and</p> <p>d) the price of substitute package travel pursuant to paragraph 4, if such substitute package travel has been offered to the traveller.</p>	
Article 11(3)	<p>3. The organiser shall without undue delay inform the traveller in a clear, comprehensible and prominent manner on a durable medium of:</p> <p>(a) the proposed changes referred to in paragraph 2 and, where appropriate in accordance with paragraph 4, their impact on the price of the package;</p> <p>(b) a reasonable period within which the traveller has to inform the organiser of his decision pursuant to paragraph 2;</p> <p>(c) the consequences of the traveller's failure to respond within the period referred to point (b), in accordance with applicable national law; and</p> <p>(d) where applicable, the offered substitute package and its price.</p>	Normal	Act No 170/2018	Article 1, Section 20(3)	<p>(3) In the cases specified in paragraph 2, a tour operator agency shall promptly inform the traveller in a clear, comprehensible, and certain manner on a durable medium about:</p> <p>a) the proposed changes and their impact on the price of package travel;</p> <p>b) the right of the traveller to accept the proposed changes in the appropriate period set or withdraw from the package travel contract without paying a termination fee;</p> <p>c) the fact that should the traveller not accept the proposed changes of the package travel contract within the period specified in sub-paragraph (b), the package travel contract shall be terminated; and</p> <p>d) the price of substitute package travel pursuant to paragraph 4, if such</p>	Full concordance

					substitute package travel has been offered to the traveller.		
Article 11(4)	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.	Normal	Act No 170/2018	Article 1, Section 20(5)	(5) If package travel of a lower quality or with lower costs is to be provided due to a change in a package travel contract pursuant to paragraph 2, or in the case of the acceptance of substitute package travel pursuant to paragraph 4, the traveller shall be entitled to an appropriate reduction of the price of the package travel.	Full concordance	
Article 11(5)	5. If the package travel contract is terminated pursuant to point (b) of the first subparagraph of paragraph 2 of this Article, 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. Article 14(2), (3), (4), (5) and (6) shall apply mutatis mutandis.	Normal	Act No 170/2018	Article 1, Section 20(4)	(4) The tour operator agency may offer substitute package travel to a traveller who withdrew from a package travel contract pursuant to paragraph 3 (b), if possible in the same or higher quality standard than the original package travel. If a traveller withdraws from the package travel contract pursuant to paragraph 3 (b) and does not accept the offer of substitute package travel referred to in the previous sentence, the tour operator agency shall refund to the traveller any and all payments paid by the traveller or on his behalf promptly, but no later than within 14 days of the day on which the notice of withdrawal from the package travel contract was delivered. The provisions of Section 23 shall apply accordingly in the case of withdrawal from a package travel	Full concordance	

					contract and non-acceptance of substitute package travel by the traveller.		
Article 12(1)	<p>1. Member States shall ensure that 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 and the expected cost savings and income from alternative deployment of the travel services. In the absence of standardised termination fees, the amount of the termination fee shall correspond to the price of the package minus the cost savings and income from alternative deployment of the travel services. At the traveller's request the organiser shall provide a justification for the amount of the termination fees.</p>	Normal	Act No 170/2018	Article 1, Section 21(1)	<p>(1) A traveller may withdraw from a package travel contract at any point prior to the commencement of package travel. A termination fee may be agreed in a package travel contract, the amount of which shall take into account the time of withdrawal from the package travel contract prior to the commencement of package travel, the expected reduction in costs due to the non-performance to the traveller of the travel services that constitute package travel, and the expected income from substitute sale of the travel services. If no termination fee has been agreed, its amount shall be calculated as the price of the package travel minus the sum of the cost savings on travel services that have not been provided and any income from substitute sale of travel services. At the request of the traveller, a tour operator agency shall provide rationale for the termination fee amount.</p>	Full concordance	
Article 12(2)	<p>2. Notwithstanding paragraph 1, the traveller shall have the right to</p>	Normal	Act No 170/2018	Article 1, Section 21(2)	<p>(2) A traveller shall be entitled to withdraw from a package travel</p>	Full concordance	

	<p>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.</p>				<p>contract prior to the commencement of package travel without paying a termination fee, if unavoidable and extraordinary circumstances that have a significant impact on the performance of package travel or on carriage of passengers to the destination occur at the destination or in its immediate vicinity; upon withdrawal from the package travel contract, the traveller shall be entitled to a refund of all payments he paid for the package travel.</p>		
Article 12(3)	<p>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:</p> <p>(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:</p>	Normal	Act No 170/2018	Article 1, Section 21(3)	<p>(3) A tour operator agency may withdraw from a package travel contract prior to the commencement of package travel without being obliged to compensate travellers for damage caused by the withdrawal, only if:</p> <p>a) the number of package travel participants is lower than the minimum number of participants required pursuant to the package travel contract and the tour operator agency withdraws from the package</p>	Full concordance	

	<p>(i) 20 days before the start of the package in the case of trips lasting more than six days;</p> <p>(ii) seven days before the start of the package in the case of trips lasting between two and six days;</p> <p>(iii) 48 hours before the start of the package in the case of trips lasting less than two days;</p> <p>or</p> <p>(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.</p>				<p>travel contract within the period set in the package travel contract, but no later than:</p> <ol style="list-style-type: none"> <li>1. 20 days prior to the commencement of package travel, in the event of a trip that is to run for more than 6 days;</li> <li>2. 7 days prior to the commencement of package travel, in the event of a trip that is to run from 2 days to 6 days;</li> <li>3. 48 hours prior to the commencement of package travel, in the event of a trip that is to run for fewer than 2 days; or</li> </ol> <p>b) unavoidable and extraordinary circumstances are preventing a tour operator agency from performing the package travel contract and the tour operator agency informs the traveller that it is withdrawing from the package travel contract promptly, prior to the commencement of package travel.</p>		
Article 12(4)	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	Normal	Act No 170/2018	Article 1, Section 21(4)	(4) In the case of withdrawal from the package travel contract pursuant to paragraphs (1) to (3), the tour operator agency shall refund to the traveller any and all payments that it has received from him or on his behalf on the basis of the package travel contract or in connection therewith, within 14 days of the day of the	Full concordance	



	without undue delay and in any event not later than 14 days after the package travel contract is terminated.				delivery of the traveller's notice of withdrawal from the package travel contract or of the tour operator agency's withdrawal from the package travel contract. The provisions of paragraph 1 shall not be prejudiced thereby.		
Article 12(5)	5. With respect to off-premises contracts, Member States may provide in their national law that the traveller has the right to withdraw from the package travel contract within a period of 14 days without giving any reason.	Discretionary	Act No 170/2018	Article 1, Section 21(5)	(5) In the case of an off-premises contract, the traveller shall be entitled to withdraw from the package travel contract without cause and without the obligation to pay a termination fee within 14 days of the day of the conclusion of the package travel contract; the provisions of paragraph (4) shall apply accordingly. The traveller's right pursuant to the first sentence shall not apply to package travel whose price is reduced due to its provision shortly after the conclusion of the package travel contract and the exclusion of the traveller's right to withdraw from the package travel contract pursuant to the first sentence.	Full concordance	
Article 13(1)	1. Member States shall ensure that 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.	Normal	Act No 170/2018	Article 1, Section 22(1)	(1) A tour operator agency shall be liable for a breach of a package travel contract, even in the event that other providers of travel services provided within the framework of package travel have obligations (hereinafter referred to as "breach of a package travel contract").	Full concordance	

	Member States may maintain or introduce in their national law provisions under which the retailer is also responsible for the performance of the package. In that case the provisions of Article 7 and Chapter III, this Chapter and Chapter V which are applicable to the organiser shall also apply mutatis mutandis to the retailer.						
Article 13(2)	2. The traveller shall inform the organiser without undue delay, taking into account the circumstances of the case, of any lack of conformity which he perceives during the performance of a travel service included in the package travel contract.	Normal	Act No 170/2018	Article 1, Section 22(2)	(2) If any of the travel services is not performed in conformity with the package travel contract, this Act, or a specific regulation <sup>1)</sup> or if it does not have the properties that the traveller had reasonably expected with a view to the offer and the customs, the traveller shall promptly report that fact to the tour operator agency or its authorised representative.	Full concordance	
Article 13(3)	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 point (a) or point (b) of the	Normal	Act No 170/2018	Article 1, Section 22(3), (10)	(3) The tour operator agency shall arrange a remedy within an appropriate period set by the traveller, by bringing the travel services into conformity with the package travel contract, this Act, or a specific regulation <sup>1)</sup> or in conformity with the traveller's reasonable expectations, if it is possible given the circumstances or provided that it does not cause the tour operator agency inappropriate costs, given the scope of the breach of the package travel contract and the	Full concordance	

	<p>first subparagraph of this paragraph, does not remedy the lack of conformity, Article 14 shall apply.</p>				<p>value of the travel services agreed.</p> <p>(10) A traveller shall be entitled to an appropriate discount pursuant to paragraph (5) (b), paragraph (6), or paragraph (7). If the tour operator agency fails to prove that the breach of the package travel contract was caused by the traveller, it shall refund to the traveller within 30 days of the day on which his claim was presented, a portion of the price pursuant to the first sentence, with a view to the seriousness and duration of the breach of the package travel contract; this shall not prejudice the traveller's right to claim damages pursuant to Section 23.</p>		
Article 13(4)	<p>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.</p>	Normal	Act No 170/2018	Article 1, Section 22(4), (7)	<p>(4) The determination of the period pursuant to paragraph (3) shall not be required if the tour operator agency informs the traveller that it is not going to arrange a remedy or if the remedy cannot bear postponing given the specific interest of the traveller.</p> <p>(7) If tour operator agency fails to provide a remedy pursuant to paragraph 3, or if it fails to arrange for the traveller substitute travel services pursuant to paragraph 5, the traveller shall be entitled to:</p> <p>a) perform the remedy himself and demand from the tour operator agency compensation for reasonable costs</p>	Full concordance	

					related thereto;		
Article 13(5)	<p>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.</p> <p>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.</p> <p>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.</p>	Normal	Act No 170/2018	Article 1, Section 22(5), (6)	<p>(5) Should the tour operator agency fail to arrange a remedy pursuant to paragraph (3), it shall offer to the traveller substitute travel services, even if the traveller's return to the point of departure is not secured pursuant to the package travel contract; such substitute travel services shall be:</p> <p>a) of equal or higher quality than that stated in the package travel contract, without additional costs for the traveller; or</p> <p>b) of a lower quality than that stated in the package travel contract, with the traveller being offered an appropriate discount from the price of such travel services; the discount shall be paid to the traveller by the tour operator agency within 30 days of the day on which the report pursuant to paragraph (2) was made.</p> <p>(6) A traveller may refuse substitute travel services provided by a tour operator agency pursuant to paragraph 5, if the substitute travel services are not comparable to the travel services specified in the package travel contract or if the discount offered from the price of package travel to</p>	Full concordance	

					compensate for travel services of a lower quality is not adequate. If the traveller refuses the performance of substitute travel services in line with the first sentence, or if he is unable to accept such substitute travel services for objective reasons, the traveller shall carry on in the use of the travel services that constitute the subject of the notice pursuant to paragraph (2) and the tour operator agency shall provide to the traveller an appropriate discount from the price of the package travel for those travel services that constituted the subject of the report pursuant to paragraph (2).		
Article 13(6)	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 14, 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 third	Normal	Act No 170/2018	Article 1, Section 22(7), (10), (11)	(7) If the tour operator agency fails to provide a remedy pursuant to paragraph 3, or if it fails to arrange for the traveller substitute travel services pursuant to paragraph 5, the traveller shall be entitled to: a) perform the remedy himself and demand from the tour operator agency compensation for reasonable costs related thereto; b) withdraw from the package travel contract without paying a termination fee and demand an appropriate discount from the price of the package travel for those travel services that were not provided in a due and timely fashion, if this constitutes a material	Full concordance	

	<p>subparagraph of paragraph 5 of this Article, the traveller is, where appropriate, entitled to price reduction and/or compensation for damages in accordance with Article 14 without terminating the package travel contract.</p> <p>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.</p>				<p>breach of the package travel contract.</p> <p>(10) A traveller shall be entitled to an appropriate discount pursuant to paragraph (5) (b), paragraph (6), or paragraph (7). If the tour operator agency fails to prove that the breach of the package travel contract was caused by the traveller, it shall refund to the traveller within 30 days of the day on which his claim was presented, a portion of the price pursuant to the first sentence, with a view to the seriousness and duration of the breach of the package travel contract; this shall not prejudice the traveller's right to claim damages pursuant to Section 23.</p> <p>(11) If package travel includes the carriage of a passenger, the tour operator agency shall, in the cases described in paragraph (6) and paragraph (7) (b), arrange repatriation using comparable transport, and shall do so promptly and without additional costs for the traveller.</p>		
Article 13(7)	7. As long as it is impossible to ensure the traveller's return as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the organiser shall bear the cost of necessary accommodation, if	Normal	Act No 170/2018	Article 1, Section 22(12)	(12) If it is not possible, due to unavoidable and extraordinary circumstances, to arrange the traveller's return in conformity with the package travel contract, the tour operator agency shall pay the costs of any accommodation required, if	Full concordance	

	possible of equivalent category, for a period not exceeding three nights per traveller. Where longer periods are provided for in Union passenger rights legislation applicable to the relevant means of transport for the traveller's return, those periods shall apply.				possible of the same category and class, for a maximum of three nights per traveller. If special regulations concerning passenger rights that apply to the relevant means of transport stipulate longer time-periods for a traveller's return, those longer periods shall apply.		
Article 13(8)	8. The limitation of costs referred to in paragraph 7 of this Article shall not apply to persons with reduced mobility, as defined in point (a) of Article 2 of Regulation (EC) No 1107/2006, 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 of this Article if the relevant transport provider may not rely on such circumstances under applicable EU legislation.	Normal	Act No 170/2018	Article 1, Section 22(13), (14)	(13) The restriction of accommodation costs pursuant to paragraph 12 shall not apply to persons with reduced mobility ) and persons accompanying them, pregnant women, unaccompanied minors or persons requiring specific medical attention, if the tour operator agency was informed about their specific needs at least 48 hours prior to the commencement of package travel. (14) A tour operator agency may not invoke unavoidable and extraordinary circumstances in an attempt to restrict its liability for paying the cost of accommodation pursuant to paragraph 12, if the carriage provider concerned cannot invoke such circumstances.	Full concordance	
Article 14(1)	1. Member States shall ensure that the traveller is entitled to an appropriate price reduction for any	Normal	Act No 170/2018	Article 1 Section 22(10)	(10) A traveller shall be entitled to an appropriate discount pursuant to paragraph (5) (b), paragraph (6), or	Full concordance	

	period during which there was lack of conformity, unless the organiser proves that the lack of conformity is attributable to the traveller.				paragraph (7). If the tour operator agency fails to prove that the breach of the package travel contract was caused by the traveller, it shall refund to the traveller within 30 days of the day on which his claim was presented, a portion of the price pursuant to the first sentence, with a view to the seriousness and duration of the breach of the package travel contract; this shall not prejudice the traveller's right to claim damages pursuant to Section 23.		
Article 14(2)	2. The traveller shall be entitled to receive appropriate compensation from the organiser for any damage which the traveller sustains as a result of any lack of conformity. Compensation shall be made without undue delay.	Normal	Act No 170/2018	Article 1, Section 23(1)	(1) In addition to a right to an appropriate discount pursuant to Section 22 (5) (b), (6), or (7), a traveller shall also be entitled to appropriate compensation of tangible damage and also a right to appropriate compensation for non-material damage that he incurred due to a material breach of a package travel contract for which the tour operator agency is liable; the tour operator agency shall provide damage compensation to the traveller without delay.	Full concordance	
Article 14(3)	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	Normal	Act No 170/2018	Article 1, Section 23(2)	(1) A tour operator agency may exempt itself from damage liability only if it proves that the breach of the package travel contract was caused by: a) the traveller;	Full concordance	



	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.				b) a third party that is not a provider of travel services provided within the framework of package travel, if the breach could not have been foreseen or averted; c) unavoidable and extraordinary circumstances.	
Article 14(4)	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, Member States may limit compensation to be paid by the organiser 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.	Normal	Act No 170/2018	Article 1, Section 23(3), (4)	(3) If an international agreement ) by which the European Union is bound restricts the scope of damage compensation, or the conditions subject to which it is to be paid by the provider of a travel service, provided within the scope of package travel, the same restrictions shall apply to the tour operator agency. If an international agreement by which the European Union is not bound restricts the compensation of damage that is to be paid by a service provider, the same restrictions shall apply to the tour operator agency. (4) Aside from the facts referred to in paragraph 3, it shall only be possible to restrict in a package travel contract the damage compensation by a tour operator agency if that restriction does not apply to injuries, intentionally caused damage, or negligent damage, and if the damage compensation does not amount to less than three times the total price of the package travel.	Full concordance

Article 14(5)	5. Any right to compensation or price reduction under this Directive shall not affect the rights of travellers under Regulation (EC) No 261/2004, Regulation (EC) No 1371/2007, Regulation (EC) No 392/2009 of the European Parliament and of the Council, Regulation (EU) No 1177/2010 and Regulation (EU) No 181/2011, and under international conventions. Travellers shall be entitled to present claims under this Directive and under those Regulations and international conventions. Compensation or price reduction granted under this Directive and the compensation or price reduction granted under those Regulations and international conventions shall be deducted from each other in order to avoid overcompensation.	Normal	Act No 170/2018	Article 1, Section 23(5)	(5) The right to damage compensation or to an appropriate discount pursuant to this Act shall not in any way prejudice the rights of travellers pursuant to special regulations.) Damage compensation or an appropriate discount pursuant to this Act shall be deducted from damage compensation or price reduction pursuant to special regulations.	Full concordance	
Article 14(6)	6. The limitation period for introducing claims under this Article shall not be less than two years.	Normal	Act No 170/2018	Article 1, Section 22(9)	(9) A traveller may present a claim concerning package travel within two years of the end of package travel or, if package travel has not been completed, from the day when it was to be completed pursuant to the package travel contract. If possible, a traveller shall enclose a written record in line with paragraph (8) when presenting a claim.	Full concordance	

Article 15	<p>Without prejudice to the second subparagraph of Article 13(1), Member States shall ensure that the traveller may address messages, requests or complaints in relation to the performance of the package directly to the retailer through which it was purchased. The retailer shall forward those messages, requests or complaints to the organiser without undue delay.</p> <p>For the purpose of compliance with time-limits or limitation periods, receipt of the messages, requests or complaints referred to in the first subparagraph by the retailer shall be considered as receipt by the organiser.</p>	Normal	Act No 170/2018	Article 1, Section 25(1)	<p>(1) A traveller may deliver a notice, application, claim, or complaint (hereinafter referred to as “notice”) pertaining to the provision of package travel directly to the travel agency through which he purchased the package travel. The travel agency is obliged to pass the notice delivered to it to the tour operator agency without delay. The date of the delivery of the notice to the travel agency shall be deemed to constitute the date of delivery to the tour operator agency.</p>	Full concordance	
Article 16	<p>Member States shall ensure that the organiser gives appropriate assistance without undue delay to the traveller in difficulty, including in the circumstances referred to in Article 13(7), in particular by:</p> <p>(a) providing appropriate information on health services, local authorities and consular assistance; and</p> <p>(b) assisting the traveller to make distance communications and helping the traveller to find alternative travel arrangements.</p>	Normal	Act No 170/2018	Article 1, Section 25(2), (3)	<p>(2) The tour operator agency is obliged to provide appropriate assistance to travellers in difficulty without delay, even in the circumstances listed in Section 22 (12), in particular by providing:</p> <p>a) appropriate information about medical services, local authorities and embassies of the Slovak Republic;</p> <p>b) assistance to travellers with remote communication and with finding a substitute solution for their problem.</p> <p>(3) If a traveller finds himself in</p>	Full concordance	

	The organiser shall be able to charge a reasonable fee for such assistance if the difficulty is caused intentionally by the traveller or through the traveller's negligence. That fee shall not in any event exceed the actual costs incurred by the organiser.				difficulty due to his intentional actions or his negligence, a tour operator agency may demand from the traveller compensation for the assistance. The amount of compensation must not exceed the actual costs incurred by the tour operator agency.		
Article 17(1)	1. Member States shall ensure that organisers established in their territory provide security for 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. Continuation of the package may be offered.	Normal	Act No 170/2018	Article 1, Section 9(1), (2), (3), (8)	(1) A traveller who has paid a tour operator agency for travel services that constitute a component of package travel or for linked travel arrangements is entitled to immediate performance arising from insolvency protection, in the event that a tour operator agency, due to its insolvency: <ul style="list-style-type: none"> <li>a) fails to ensure repatriation, if it constitutes a component of package travel or the travel service that the tour operator agency was to provide as a component of linked travel arrangements;</li> <li>b) fails to refund to a traveller an advance payment or the price paid for package travel if the package travel does not take place, or does not refund payments accepted by the tour operator agency for a travel service that constitutes a component of linked travel arrangement facilitated by the tour operator agency if the service has not been performed;</li> <li>c) fails to refund to the traveller the</li> </ul>	Full concordance	Security for the refund of all payments made by travellers has already been transposed into Slovak within the meaning of the preceding Directive and Act as protection against bankruptcy of travel agencies. This protection will continue to be provided in the form of insurance and bank guaranties.

				<p>difference between the price paid to the tour operator agency and the price of a partially performed package tour or a partially performed travel service if the package travel or the travel service that constituted a component of a linked travel arrangement facilitated by the tour operator agency was only performed in part.</p> <p>(2) When concluding an insolvency protection agreement, a tour operator agency shall agree with the provider of insolvency protection on the sum ensuring protection that must amount to at least 30 % of the planned annual revenue from the sale of package travel and linked travel arrangements. If the planned revenues are to be lower than in the previous year, the tour operator agency shall agree on a sum ensuring insolvency protection that amounts to at least 30 % of the revenues from the sale of package travel and the facilitation and sale of linked travel arrangements in the previous year. The tour operator agency shall be liable for the correctness of the data presented to the provider of insolvency protection that is required for the determination of an adequate sum ensuring protection; if a provider of insolvency protection enters into an agreement</p>		
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				<p>ensuring protection with a tour operator agency, it shall agree a sum ensuring protection at least in the amounts specified in sentences one and two.</p> <p>(3) A tour operator agency and a provider of insolvency protection shall enter into an insolvency protection agreement such that it would apply to all package travel and linked travel arrangements sold during its term, regardless of when the consequences of insolvency become manifest.</p> <p>(8) A trader having its registered office outside of a European Union Member State that sells or offers package travel for sale in the Slovak Republic, or that in any way directs such activities towards the Slovak Republic, is obliged to ensure insolvency protection pursuant to this Act.</p> <p>(3) Should a tour operator agency fail to arrange repatriation due to its insolvency, the provider of insolvency protection shall, promptly after verifying the veracity of the insolvency notice:</p> <p>a) provide financial performance to the tour operator agency, in order that it may arrange repatriation, including any accommodation and meals</p>		
			<p>Article 1 Section 13(3), (4)</p>			

	Organisers not established in a Member State which sell or offer for sale packages in a Member State, or which by any means direct such activities to a Member State, shall be obliged to provide the security in accordance with the law of that Member State.				<p>required;</p> <p>b) provide financial performance to an entrepreneur in order to ensure repatriation, including the accommodation and meals required, in conformity with a contract presented by a tour operator agency pursuant to Section 11(2); or</p> <p>c) arrange repatriation, including the accommodation and meals required, through its authorised employee or a contractually arranged entrepreneur.</p> <p>(4) A tour operator agency, an entrepreneur with which a tour operator agency has concluded a contract pursuant to Section 11(2), or a provider of insolvency protection, may provide performance to travellers in the form of a payment for services on the basis of which the travellers will carry on in their package travel or in linked travel arrangement. Performance pursuant to the previous sentence shall be provided without delay.</p>		
Article 17(2)	2. The security referred to in paragraph 1 shall be effective and shall cover reasonably foreseeable costs. It shall cover the amounts of payments made by or on behalf of travellers in respect of packages, taking into account the length of the period between down	Normal	Act No 170/2018	Article 1, Section 9 (4)	(4) Insolvency protection must apply to costs reasonably expected, which include, in particular, all payments received by the tour operator agency from travellers or on his behalf for package travel or linked travel arrangements, taking into account the time from the payment of advances	Full concordance	

	payments and final payments and the completion of the packages, as well as the estimated cost for repatriations in the event of the organiser's insolvency.				and final payments to the provision of package travel or of the travel services that constitute linked travel arrangements, as well as the expected costs of repatriation in the event of the insolvency of the tour operator agency that provides for carriage.		
Article 17(3)	3. An organiser's insolvency protection shall benefit travellers regardless of their place of residence, the place of departure or where the package is sold and irrespective of the Member State where the entity in charge of the insolvency protection is located.	Normal	Act No 170/2018	Article 1, Section 13(10)	(10) Insolvency protection under this Act shall apply to a traveller regardless of his residence, place of boarding, or place where package travel was sold, and regardless of the European Union Member State in which the provider of insolvency protection is established.	Full concordance	
Article 17(4)	4. When the performance of the package is affected by the organiser's insolvency, the security shall be available free of charge to ensure repatriations and, if necessary, the financing of accommodation prior to the repatriation.	Normal	Act No 170/2018	Article 1, Section 13(3)	(3) Should a tour operator agency fail to arrange repatriation due to its insolvency, the provider of insolvency protection shall, promptly after verifying the veracity of the insolvency notice: a) provide financial performance to the tour operator agency, in order that it may arrange repatriation, including any accommodation and meals required; b) provide financial performance to an entrepreneur in order to ensure repatriation, including the accommodation and meals required, in conformity with a contract presented by a tour operator agency pursuant to Section 11(2); or	Article 17 (4)	



					c) arrange repatriation, including the accommodation and meals required, through its authorised employee or a contractually arranged entrepreneur.	
Article 17(5)	5. For travel services that have not been performed, refunds shall be provided without undue delay after the traveller's request.	Normal	Act No 170/2018	Article 1, Section 9(1)	(1) A traveller who has paid a tour operator agency for travel services that constitute a component of package travel or for linked travel arrangements is entitled to immediate performance arising from insolvency protection, in the event that a tour operator agency, due to its insolvency: <ul style="list-style-type: none"> <li>a) fails to ensure repatriation, if it constitutes a component of package travel or the travel service that the tour operator agency was to provide as a component of linked travel arrangements;</li> <li>b) fails to refund to a traveller an advance payment or the price paid for package travel if the package travel does not take place, or does not refund payments accepted by the tour operator agency for a travel service that constitutes a component of linked travel arrangement facilitated by the tour operator agency if the service has not been performed;</li> <li>c) fails to refund to the traveller the difference between the price paid to the tour operator agency and the price of a partially performed package tour or a partially performed travel service</li> </ul>	Full concordance

				Section 13(5)	<p>if the package travel or the travel service that constituted a component of a linked travel arrangement facilitated by the tour operator agency was only performed in part.</p> <p>(5) If a traveller arranges repatriation, including the accommodation and meals required, at his own expense, the provider of insolvency protection shall, upon request, promptly refund such costs to the traveller, but only up to the amount that it itself would have had to expend if the repatriation, accommodation, and meals were arranged by the tour operator agency, an entrepreneur with which the tour operator agency has concluded a contract pursuant to Section 11(2), or the provider of insolvency protection.</p>		
Article 18(1)	1. Member States shall recognise as meeting the requirements of their national measures transposing Article 17 any insolvency protection an organiser provides under such measures of the Member State of his establishment.	Optional	Act No 170/2018	Article 1, Section 9(9)	(9) A trader having its registered office in another European Union Member State shall document compliance with the obligation to ensure insolvency protection to the extent specified in legal regulations applicable in the state in which the trader is established.	Full concordance	
Article 18(2)	2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers operating in different Member States. They	Optional	Act No 170/2018	Article 1, Section 29(1)	(1) The Ministry of the Economy of the Slovak Republic (hereinafter referred to as the “Ministry of the Economy”) shall perform the role of the contact point of the Slovak	Full concordance	

	shall notify the contact details of those contact points to all other Member States and the Commission.				Republic within a network of contact points of European Union Member States, in particular by: a) facilitating cooperation and supervision over traders doing business on a cross-border basis; b) providing general information about how insolvency protection is secured; c) replying to requests of other contact points for verification of the level of insolvency protection of a tour operator agency that has its place of business or registered office in the Slovak Republic, within 15 working days of the delivery of such a request.	
Article 18(3)	3. The central contact points shall make available to each other all necessary information on their national insolvency protection requirements and the identity of the entity or entities in charge of the insolvency protection for specific organisers established in their territory. Those contact points shall grant each other access to any available inventory listing organisers which are in compliance with their insolvency protection obligations. Any such inventory shall be publicly accessible, including online.	Optional	Act No 170/2018	Article 1, Section 29(1)	(1) The Ministry of the Economy of the Slovak Republic (hereinafter referred to as the “Ministry of the Economy”) shall perform the role of the contact point of the Slovak Republic within a network of contact points of European Union Member States, in particular by: a) facilitating cooperation and supervision over traders doing business on a cross-border basis; b) providing general information about how insolvency protection is secured; c) replying to requests of other contact points for verification of the level of insolvency protection of a tour	Full concordance

					operator agency that has its place of business or registered office in the Slovak Republic, within 15 working days of the delivery of such a request.		
Article 18(4)	4. If a Member State has doubts about an organiser's insolvency protection, it shall seek clarification from the organiser's Member State of establishment. Member States shall respond to requests from other Member States as quickly as possible taking into account the urgency and complexity of the matter. In any event a first response shall be issued at the latest within 15 working days from receiving the request.	Optional	Act No 170/2018	Article 1, Section 29(1)	(1) The Ministry of the Economy of the Slovak Republic (hereinafter referred to as the "Ministry of the Economy") shall perform the role of the contact point of the Slovak Republic within a network of contact points of European Union Member States, in particular by: a) facilitating cooperation and supervision over traders doing business on a cross-border basis; b) providing general information about how insolvency protection is secured; c) replying to requests of other contact points for verification of the level of insolvency protection of a tour operator agency that has its place of business or registered office in the Slovak Republic, within 15 working days of the delivery of such a request.	Full concordance	
Article 19(1)	1. Member States shall ensure that traders facilitating linked travel arrangements shall provide security for the refund of all payments they receive from travellers insofar as a travel service which is part of a linked	Normal	Act No 170/2018	Article 1, Section 9(1), (2), (3)	(1) A traveller who has paid a tour operator agency for travel services that constitute a component of package travel or for linked travel arrangements is entitled to immediate performance arising from insolvency protection, in the event that a tour	Full concordance	Security for the refund of all payments made by travellers has already been transposed into Slovak within

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 17(1), Article 17(2) to (5) and Article 18 shall apply mutatis mutandis.

operator agency, due to its insolvency:

- a) fails to ensure repatriation, if it constitutes a component of package travel or the travel service that the tour operator agency was to provide as a component of linked travel arrangements;
- b) fails to refund to a traveller an advance payment or the price paid for package travel if the package travel does not take place, or does not refund payments accepted by the tour operator agency for a travel service that constitutes a component of linked travel arrangement facilitated by the tour operator agency if the service has not been performed;
- c) fails to refund to the traveller the difference between the price paid to the tour operator agency and the price of a partially performed package tour or a partially performed travel service if the package travel or the travel service that constituted a component of a linked travel arrangement facilitated by the tour operator agency was only performed in part.

(2) When concluding an insolvency protection agreement, a tour operator agency shall agree with the provider of insolvency protection on the sum ensuring protection that must amount to at least 30 % of the planned annual

the meaning of the preceding Directive and Act as protection against bankruptcy of travel agencies. This protection will continue to be provided in the form of insurance and bank guaranties. Only a travel agency can be a trader facilitating linked travel arrangements.

					<p>revenue from the sale of package travel and linked travel arrangements. If the planned revenues are to be lower than in the previous year, the tour operator agency shall agree on a sum ensuring insolvency protection that amounts to at least 30 % of the revenues from the sale of package travel and the facilitation and sale of linked travel arrangements in the previous year. The tour operator agency shall be liable for the correctness of the data presented to the provider of insolvency protection that is required for the determination of an adequate sum ensuring protection; if a provider of insolvency protection enters into an agreement ensuring protection with a tour operator agency, it shall agree a sum ensuring protection at least in the amounts specified in sentences one and two.</p> <p>(3) A tour operator agency and a provider of insolvency protection shall enter into an insolvency protection agreement such that it would apply to all package travel and linked travel arrangements sold during its term, regardless of when the consequences of insolvency become manifest.</p>	
Article 19(2)	2. Before the traveller is bound by any contract leading to the creation	Normal	Act No 170/2018	Article 1, Section 15(1),	(1) Prior to the conclusion of contracts constituting a linked travel	Full concordance

	<p>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:</p> <p>(a) will not benefit from any of the rights applying exclusively to packages under this Directive and that each service provider will be solely responsible for the proper contractual performance of his service; and</p> <p>(b) will benefit from insolvency protection in accordance with paragraph 1.</p> <p>In order to comply with this paragraph, the trader facilitating a linked travel arrangement shall provide the traveller with that information by means of the relevant standard form set out in Annex II, or, where the particular type of linked travel arrangement is not covered by any of the forms set out in that Annex, provide the information contained therein.</p>			(2)	<p>arrangement or prior to sending an offer the acceptance of which may result in the creation of a linked travel arrangement, a tour operator shall inform the traveller in a clear, comprehensible, and certain manner about the fact that:</p> <p>a) he will not benefit from any of the rights applying exclusively to packages under this Act and that each provider of single travel services shall be liable exclusively for the travel services provided by it;</p> <p>b) the insolvency protection of the tour operator agency pursuant to Sections 9 and 13 will apply to the traveller.</p> <p>(2) A tour operator agency facilitating a linked travel arrangement shall provide the information specified in paragraph 1 to a traveller, using the relevant form provided in Annex 2. If none of the forms provided in Annex 2 applies to a specific travel service, the obligation to provide to a traveller information specified in the forms provided in Annex 2 shall apply to the tour operator agency accordingly.</p>		
Article 19(3)	3. Where the trader facilitating linked travel arrangements has not	Normal	Act No 170/2018	Article 1, Section 15(4)	(4) Should a tour operator agency fail to adhere to its obligation pursuant to	Full concordance	

	complied with the requirements set out in paragraphs 1 and 2 of this Article, the rights and obligations laid down in Articles 9 and 12 and Chapter IV shall apply in relation to the travel services included in the linked travel arrangement.				paragraphs (1) and (2) or paragraph (3) in the facilitation of a linked travel arrangement, the rights and obligations set out in Section 18, Sections 21 to 23, and Section 25 shall apply to the travel services that constitute parts of the linked travel arrangement.		
Article 19(4)	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.	Normal	Act No 170/2018	Article 1, Section 15(5)	(5) A trader who enters into a contract on the provision of travel services with a traveller that has resulted in the creation of a linked travel arrangement, shall without delay and demonstrably inform the tour operator agency thereof. In the event of a breach of the obligations set out in the previous sentence, the trader shall be liable for compliance with the obligations set out in paragraphs (1) and (2).	Full concordance	
Article 20	Without prejudice to the second subparagraph of Article 13(1), where the organiser is established outside the European Economic Area, the retailer established in a Member State 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.	Normal	Act No 170/2018	Article 1, Section 26	If a tour operator agency or a travel agency established in the Slovak Republic sells package travel of a trader established) outside of a state that is a treaty state to the Agreement on the European Economic Area, the obligations of a tour operator agency pursuant to Sections 9 to 13, Section 22, Sections 23 and 25 shall apply to the tour operator agency or the travel agency established in the Slovak Republic, unless it documents to the supervisory authority that the	Full concordance	



					obligations are being met by the trader.		
Article 21	Member States shall ensure that a trader is liable for any errors due to technical defects in the booking system which are attributable to him 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.	Normal	Act No 170/2018	Article 1, Section 28(1), (2)	(1) A trader shall be liable for errors caused by technical faults in the booking systems that it has caused. If a trader agrees to arrange the booking of package travel or of travel services that constitute a part of a linked travel arrangement, it shall be liable for booking errors. (2) A trader shall not be liable for booking errors caused by travellers or by unavoidable and extraordinary circumstances.	Full concordance	
Article 22	In cases where an organiser or, in accordance with the second subparagraph of Article 13(1) or Article 20, a retailer pays compensation, grants price reduction or meets the other obligations incumbent on him under this Directive, Member States shall ensure that 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.	Normal	Act No 170/2018	Article 1, Section 24	If a tour operator agency or a travel agency pursuant to Section 23 provides compensation for damage, provides an appropriate discount, or complies with other obligations imposed by this Act, the tour operator agency or the travel agency pursuant to Section 23 may demand recourse from the obliged person.	Full concordance	
Article 23(1)	1. A declaration by an organiser of	Normal	Act No	Article 1,	(1) The declaration of a tour operator	Full	

	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 under this Directive.		170/2018	Section 27(1)	agency that it is not acting as a tour operator agency or that package travel or a linked travel arrangement does not constitute package travel or a linked travel arrangement pursuant to this Act does not exempt the tour operator agency from the obligations arising from this Act.	concordance	
Article 23(2)	2. Travellers may not waive the rights conferred on them by the national measures transposing this Directive.	Normal	Act No 170/2018	Article 1, Section 27(2)	(2) A traveller cannot waive the rights granted to him by this Act. Contractual stipulations or declarations of a traveller waiving his rights pursuant to this Act whereby such rights are being restricted or whereby this Act is being circumvented, shall be invalid.	Full concordance	
Article 23(3)	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 Directive or aims to circumvent the application of this Directive shall not be binding on the traveller.	Normal	Act No 170/2018	Article 1, Section 27(2)	(2) A traveller cannot waive the rights granted to him by this Act. Contractual stipulations or declarations of a traveller waiving his rights pursuant to this Act whereby such rights are being restricted or whereby this Act is being circumvented, shall be invalid.	Full concordance	
Article 24	Member States shall ensure that adequate and effective means exist to ensure compliance with this Directive.	Optional	Act No 170/2018	Article 1, Section 31	(1) The authority supervising adherence to obligations by tour operator agencies and travel agencies shall be the Slovak Trade	Full concordance	

				<p>Inspectorate. The supervisory authority shall inspect adherence to obligations by tour operator agencies and travel agencies pursuant to this Act and to special regulations<sup>6</sup>.</p> <p>(2) Should the supervisory authority reasonably question whether a tour operator agency complies with the requirements for the operation of a tour operator agency, in particular, whether it has obtained due insolvency protection, it shall promptly carry out an inspection of the tour operator agency.</p> <p>(3) Should the supervisory authority discover by means of its inspection that a tour operator agency has not obtained due insolvency protection pursuant to Section 8(1)(e), it shall prohibit the tour operator agency from selling package travel and facilitating linked travel arrangements<sup>7</sup>.</p> <p>(4) A trader has committed an administrative offence if it has breached an obligation:  a) pursuant to Section 6(1), Section 8(1)(e), Section 9(2) or (3), Section</p>		
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<sup>6</sup> Act No 128/2002, as amended.

<sup>7</sup> Section 6(1)(a), point one of Act No 128/2002, as amended by Act No 102/2014

				<p>11(1) or (7), Section 12(3), (5) or (6), Section 13(1);</p> <p>b) pursuant to Section 5(6), Section 6(4), Section 7(1)(c) or (d), Section 7(2), Section 8(1)(d), Section 8(2), Section 11(4) or (5), Section 13(6);</p> <p>c) pursuant to Section 6(3), Section 7(1)(b), Section 8(1)(b), Section 14(1) to (7), Section 15(1) to (4), Section 16(3) to (9), Section 19(2), Section 20(2) to (4), Section 21(3) and (4);</p> <p>d) pursuant to Section 7(1) (a), Section 8(1) (a), Section 18(3), Section 19(5), Section 22(8) and (10), Section 25(1) and (2).</p> <p>(5) The supervisory authority shall impose the following fines for administrative offences pursuant to:</p> <p>a) paragraph 2(a) – a fine from EUR 2 000 to EUR 70 000;</p> <p>b) paragraph 2(b) – a fine from EUR 500 to EUR 20 000;</p> <p>c) paragraph 2(c) – a fine from EUR 200 to EUR 10 000;</p> <p>d) paragraph 2(d) – a fine from EUR 100 to EUR 5 000.</p> <p>(6) If possible, the supervisory authority shall, in addition to the fine imposed pursuant to paragraph (4), order the breaching party to refrain from its unlawful conduct.</p>		
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				Section 32	<p>(7) The supervisory authority shall impose a fine amounting to up to twice the maximum limit of a fine if a trader repeatedly breaches the same obligation for the violation of which a fine has already been imposed on it by the supervisory authority, within 12 months of the effective date of the prior decision imposing a penalty.</p> <p>(8) In determining the amount of a fine, the seriousness, manner, duration, and consequences of the unlawful conduct shall be taken into account, as well as the scope and degree of the harm impending or actually caused.</p> <p>(9) Fines shall constitute government budgetary income.</p> <p>(10) Proceedings concerning the imposition of a fine must commence within 12 months of the day on which the breach of an obligation pursuant to this Act came to the attention of the supervisory authority, but no later than within three years of the day on which the breach of obligation occurred. A fine may be imposed no later than within four years of the day when the breach of obligation occurred.</p>		
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					<p>(11) The Administrative Code shall apply to proceedings concerning the imposition of a fine.</p> <p>Statement of untrue information concerning insolvency protection pursuant to Section 11(1) or (4), Section 12(2) to (5) or Section 13(1) shall be deemed to constitute a serious breach of an obligation pursuant to a special regulation.<sup>8</sup></p>		
Article 25	Member States shall lay down the rules on penalties applicable to infringements of national provisions adopted pursuant to this Directive and shall take all measures necessary to ensure that they are implemented. The penalties provided for must be effective, proportionate and dissuasive.	Optional	Act No 170/2018	Article 1 Section 31(3), (4), (5), (7)	<p>(3) Should the supervisory authority discover by means of its inspection that a tour operator agency has not obtained due insolvency protection pursuant to Section 8(1)(e), it shall prohibit the tour operator agency from selling package travel and facilitating linked travel arrangements<sup>8</sup>.</p> <p>(4) A trader has committed an administrative offence if it has breached an obligation:</p> <p>a) pursuant to Section 6(1), Section 8(1)(e), Section 9(2) or (3), Section 11(1) or (7), Section 12(3), (5) or (6), Section 13(1);</p> <p>b) pursuant to Section 5(6), Section 6(4), Section 7(1)(c) or (d),</p>	Full concordance	

<sup>8</sup> Section 6(1)(a), point one of Act No 128/2002, as amended by Act No 102/2014

				<p>Section 7(2), Section 8(1)(d), Section 8 2), Section 11(4) or (5), Section 13(6);</p> <p>c) pursuant to Section 6(3), Section 7(1) (b), Section 8(1)(b), Section 14(1) to (7), Section 15(1) to (4), Section 16(3) to (9), Section 19(2), Section 20(2) to (4), Section 21(3) and (4);</p> <p>d) pursuant to Section 7(1)(a), Section 8(1)(a), Section 18(3), Section 19(5), Section 22(8) and (10), Section 25(1) and (2).</p> <p>(5) The supervisory authority shall impose the following fines for administrative offences pursuant to:</p> <p>a) paragraph 2(a) – a fine from EUR 2 000 to EUR 70 000;</p> <p>b) paragraph 2(b) – a fine from EUR 500 to EUR 20 000;</p> <p>c) paragraph 2(c) – a fine from EUR 200 to EUR 10 000;</p> <p>d) paragraph 2(d) – a fine from EUR 100 to EUR 5 000.</p> <p>(7) The supervisory authority shall impose a fine amounting to up to twice the maximum limit of a fine if a trader repeatedly breaches the same obligation for the violation of which a fine has already been imposed on it by the supervisory authority, within</p>		
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					12 months of the effective date of the prior decision imposing a penalty. Statement of untrue information concerning insolvency protection pursuant to Section 11(1) or (4), Section 12(2) to (5) or Section 13(1) shall be deemed to constitute a serious breach of an obligation pursuant to a special regulation. <sup>8</sup>		
Article 26	<p>By 1 January 2019, the Commission shall submit a report to the European Parliament and to the Council on the provisions of this Directive applying to online bookings made at different points of sale and the qualification of such bookings as packages, linked travel arrangements or stand-alone travel services, and in particular on the definition of package set out in point (b)(v) of point 2 of Article 3 and whether an adjustment or broadening of that definition is appropriate.</p> <p>By 1 January 2021, the Commission shall submit a general report on the application of this Directive to the European Parliament and to the Council. The reports referred to in the first and the second paragraphs shall be accompanied, where necessary, by legislative proposals.</p>	n.a.				n.a.	



Article 27(1)	1. Point 5 of the Annex to Regulation (EC) No 2006/2004 is replaced by the following: '5. Directive (EU) 2015/2302 of the European Parliament and of the Council	n.a.	n.a.	Article 27 (1)	1. Point 5 of Annex to Regulation (EC) No 2006/2004 is replaced by the following: '5. Directive (EU) 2015/2302 of the European Parliament and of the Council	n.a.	
Article 27(2)	2. Point (g) of Article 3(3) of Directive 2011/83/EU is replaced by the following: ' ) on packages as defined in point 2 of Article 3 of Directive (EU) 2015/2302 of the European Parliament and of the Council.' Article 6(7), Article 8(2) and (6) and Articles 19, 21 and 22 of this Directive shall apply mutatis mutandis to packages as defined in point 2 of Article 3 of Directive (EU) 2015/2302 in relation to travellers as defined in point 6 of Article 3 of that Directive.	Normal	Act No 102/2014 + Act No 170/2018	Article 1, Section 1(3) and new (5) Article VII, points 1,2	(3) Furthermore, this Act shall not apply to: a) contracts concluded by means of automatic vending machines or automated commercial premises; b) contracts concluded with an entrepreneur pursuant to specific legal provisions <sup>11)</sup> 1. through public payphones for their use; or 2. concluded for the use of one single connection by telephone, Internet or fax; c) contracts on games of chance <sup>12)</sup> ; d) sale of goods through a voluntary auction <sup>13)</sup> ; e) a contract for dual fuel supply of electricity, a contract for dual fuel supply of gas, a contract on connection to the distribution grid or a contract on connection to the distribution system <sup>14)</sup> f) a contract for water supply via a public water supply system or a contract for the collection of waste water via a public sewerage system <sup>15)</sup> (5) This Act, with the exception of	Full concordance	By means of Article VII, points 1 and 2 of Act No .../2018, Section 1(3)(a) was deleted and replaced by a new paragraph (5).

					Section 3(7), Section 4(1) to (3), and Section 5(1) to (3) shall not apply to package travel contracts. <sup>10a)</sup>		
Article 28(1)	1. Member States shall adopt and publish, by 1 January 2018, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall immediately inform the Commission thereof.	Normal	Act No 170/2018	Article VIII	This Act shall take effect on 1 January 019.	Full concordance	
Article 28(2)	2. They shall apply those measures from 1 July 2018.	Normal	Act No 170/2018	Article VIII	This Act shall take effect on 1 January 2019.	Full concordance	
Article 28(3)	3. When Member States adopt those measures, they shall contain a reference to this Directive or shall be accompanied by such a reference on the occasion of their official publication. Member States shall determine how such reference is to be made and how that statement is to be formulated.	Normal	Act No 170/2018	Annex 3	List of transposed legally binding acts of the European Union 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 EU L 326, 11. 12. 2015).	Full concordance	
Article 28(4)	4. Member States shall communicate to the Commission the text of the main provisions of national law which they adopt in the field covered by this Directive.	Normal	Act No 575/2001	Article 1, Section 35(7)	(7) Ministries and other central government authorities shall, within the scope of their competence, fulfil vis-à-vis the institutions of the European Union their information and notification obligation arising from the legally binding acts of those institutions.	Full concordance	

Article 29	Directive 90/314/EEC is repealed with effect from 1 July 2018. References to the repealed Directive shall be construed as references to this Directive and shall be read in accordance with the correlation table in Annex III.	n.a.				n.a.	
Article 30	This Directive shall enter into force on the twentieth day following that of its publication in the Official Journal of the European Union.	n.a.				n.a.	
Article 31	This Directive is addressed to the Member States.	n.a.					
Annex I	<p>Part A</p> <p>Standard information form for package travel contracts where the use of hyperlinks is possible</p> <p>The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302.</p> <p>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.</p> <p>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</p>	Normal	Act No 170/2018	Annex 1 Part A	<p><b>Part A</b></p> <p><b>Standard information form for package travel contracts where the use hyperlinks is possible</b></p> <p>A combination of these travel services offered constitutes a package within the meaning of Act No ... /2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending and supplementing certain acts (hereinafter referred to as “Act No .../2018”).</p> <p>Therefore, you will benefit from all rights arising from Act No .../2018 applying to packages. Our company [the company fills in its company name, identification number and registered office or place of business]</p>	Full concordance	

	<p>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].</p> <p>The traveller shall receive the following information when following the hyperlink: Key rights under Directive (EU) 2015/2302</p> <p>Travellers will receive all essential information about the package before concluding the package travel contract.</p> <p>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.</p> <p>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</p>				<p>(hereinafter referred to as the “tour operator agency”) will be fully responsible for the proper performance of the package as a whole.</p> <p>Additionally, we, as a tour operator agency, have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that we become insolvent.</p> <p>For more information about key rights pursuant to Act No .../2018 see the following link [provided in the form of a hyperlink].</p> <p>The traveller shall receive the following information when following the hyperlink: Key rights pursuant to Act No .../2018 \\1\ Information about package travel provided prior to the conclusion of a package travel contract a) General information about the package tour</p> <p>Destination / destinations: Travel route: Package start date: Package end date: Duration of stay, stating dates: Number of nights included (in the case of package travel comprising accommodation):</p>		
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	<p>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</p>				<p>b) Information about carriage</p> <p>Type and category of means of transport:  Class of means of transport:  Travel connections:  Exact (and if this cannot be determined – the approximate) time of departure and return:  Point of departure and return:  places and duration of stops:</p> <p>c) Information about accommodation facility</p> <p>Name of accommodation facility:  Location of accommodation facility:  Category of accommodation facility:  Class of accommodation facility (and country according to which the accommodation facility is classified):  Standard of amenities in accommodation facility:  Key features of accommodation facility:</p> <p>d) Information about meals</p> <p>Type of meals:  Scope of meals:  Form of meals:</p> <p>e) Information about other services</p> <p>Programme at the destination, trips, excursions, or other services included</p>		
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	<p>package terminate the contract in return for an appropriate and justifiable termination fee.</p> <p>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.</p> <p>Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.</p> <p>The organiser has to provide assistance if the traveller is in difficulty.</p> <p>If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is</p>				<p>in the total price of the package:</p> <p>f) Group package travel</p> <p>Identification of travel services provided to travellers on a group basis:</p> <p>Approximate group size:</p> <p>g) A package includes other travel services identified in Section 2(a), point four, of Act No .../2018, provided in a foreign language</p> <p>YES / NO</p> <p>If so, the foreign language in which another travel service is to be provided:</p> <p>h) Information about the suitability of travel</p> <p>The package is suitable for persons with reduced mobility</p> <p>YES / NO</p> <p>Further specific information about the appropriateness of the package that the traveller has requested, taking into account the traveller's needs:</p> <p>\2\ Information about the tour operator agency that is responsible for the due performance of all of the travel services included in the package travel contract (if the package is sold through another tour operator agency or a travel agency, information about</p>		
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	<p>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 as transposed into national law [HYPERLINK]</p>				<p>such a tour operator agency or travel agency shall be provided)</p> <p>Company name / name: Registered office / place of business: Telephone number: E-mail address: \3\ Information about price and payment conditions</p> <p>Aggregate price of the package, including taxes, all costs and fees: (if such costs and fees cannot be determined prior to the conclusion of a package travel contract, a notice shall be provided that the total price of the package may include additional costs or fees); payment conditions, including the traveller's obligation to pay an advance, and the amount thereof: payment conditions for the payment of the balance of the price: If the obligation exists to provide, at the tour operator agency's request, another form of financial security, information about such obligation and the conditions applicable to it: \4\ Information about visa obligations, passport obligations, and other obligations</p> <p>general information:</p>		
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				<p>expected period required for visa issuance:</p> <p>information about medical requirements at the destination:</p> <p>\5\ Information for travellers of a minimum number of travellers is required in order for package travel to be provided</p> <p>Is a minimum number of travellers required in order for package travel to be provided? YES / NO</p> <p>If so, the period within which the traveller must be informed in writing about withdrawal from the package travel contract due to a failure to reach the minimum number of travellers:</p> <p>\6\ Information about authorised responsible representative or another entity, through whom contact and communication with the tour operator agency or travel agency may be ensured</p> <p>Name of the responsible representative / name of entity: Address of the responsible representative / registered office of entity: Electronic address: Telephone number: Telephone number for emergencies:</p>		
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				<p>\7\ Assignment of a package travel contract</p> <p>A traveller may assign a package travel contract to another person. A notice of assignment of a package travel contract to another person and the third party's consent to the assignment shall be delivered to a tour operator agency on a durable medium within an appropriate period, but no later than 7 days prior to the commencement of package travel, unless the parties have agreed otherwise.</p> <p>The original traveller and the new traveller shall bear joint and several liability for the payment of the balance of the package tour price and any fees, surcharges, and other documented actual and reasonable costs that arise in connection with the change in travellers and about which the tour operator agency informs them.</p> <p>\8\ Change in the price of package travel</p> <p>The price of package travel may increase provided that the price increase calculation method is identified precisely, only if special costs specified in detail in Section</p>		
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				<p>19(2) of Act No .../2018 increase (e.g., change in fuel prices), and provided that the package tour contract stipulates that the traveller shall be entitled to a price reduction pursuant to Section 19(5) of Act No .../2018</p> <p>A clear and comprehensibly formulated notice concerning the increase in the price of the package tour, on a durable medium, with due rationale and a calculation of the increase of the price of the package tour must be demonstrably sent to the traveller no later than 20 days prior to the commencement of package travel, otherwise the tour operator agency shall not be entitled to charge the difference in the price of the package tour.</p> <p>If the price increase amounts to more than 8 % of the price of the package, the traveller may withdraw from the package travel contract without paying a termination fee. A traveller may also exercise the rights arising for him from point 9 of this form.</p> <p>If a tour operator agency reserves a right to a price increase, the traveller shall be entitled to a price decrease should the relevant costs drop.</p> <p>\9\ Change in other conditions of a package travel contract</p>		
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					<p>Should any of the key features of a travel service change prior to the commencement of package travel or should the tour operator agency be unable to satisfy the traveller's specific requirements on which they have agreed, it shall inform the traveller about:</p> <p>the proposed changes and their impact on the price of package travel; and the traveller's right to do the following with respect to the proposed changes within a reasonable period:</p> <p>a) accept (if the traveller fails to accept them within the period referred to in sub-paragraph (b), the package travel contract shall terminate); or</p> <p>b) withdraw from the package travel contract without paying a termination fee and</p> <p>– accept a substitute package</p> <p>of an identical or higher quality than that of the services agreed in the original package travel contract; or of a lower quality or with lower costs; the traveller shall be entitled to an appropriate reduction of the price of the package; or</p> <p>– not accept a substitute package and subsequently claim a refund of all payments paid by the traveller, within</p>		
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				<p>14 days of the day of the delivery of the notice of withdrawal from the package travel contract.</p> <p>\10\ Withdrawal of the tour operator agency from a package travel contract without the obligation to compensate the traveller for damages</p> <p>A tour operator agency may withdraw from a package travel contract prior to the commencement of package travel without being obliged to compensate travellers for damage caused by the withdrawal, if:</p> <p>a) the number of package travel participants is lower than the minimum number of participants required pursuant to the package travel contract and the tour operator agency withdraws from the package travel contract within the period set in the package travel contract, but no later than:</p> <ul style="list-style-type: none"><li>- 20 days prior to the commencement of package travel, in the event of a trip that is to run for more than 6 days;</li><li>- 7 days prior to the commencement of package travel, in the event of a trip that is to run from 2 days to 6 days;</li><li>- 48 hours prior to the commencement of package travel, in the event of a trip that is to run for</li></ul>		
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				<p>fewer than 2 days; or</p> <p>b) unavoidable and extraordinary circumstances are preventing a tour operator agency from performing the package travel contract and the tour operator agency informs the traveller that it is withdrawing from the package travel contract promptly, prior to the commencement of package travel.</p> <p>\11\ Withdrawal from a package travel contract by a traveller due to unavoidable and extraordinary circumstances</p> <p>A traveller may withdraw from a package travel contract prior to the commencement of the provision of the package without paying a termination fee if unavoidable and extraordinary circumstances occur at the destination or in its immediate vicinity (e.g., there are serious security problems at the destination) that will have a material impact on the performance of the package or on carriage of passengers to the destination.</p> <p>In such a case of withdrawal from a package travel contract, the traveller shall be entitled to a refund of all payments paid for the package.</p> <p>\12\ Withdrawal from a package travel</p>		
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				<p>contract by a traveller without cause</p> <p>A traveller may withdraw from a package travel contract at any point prior to the commencement of the provision of the package in exchange for an appropriate and reasonable termination fee. The tour operator agency shall refund to the traveller any and all payments received from him, reduced by the termination fee. In the case of an off-premises contract, a traveller shall be entitled to withdraw from a package travel contract without cause and without being obliged to pay a termination fee within 14 days of the date of the conclusion of the package travel contract (the right of a traveller to withdraw from a package travel contract without cause shall not apply to packages the price of which has been reduced due to the provision of the package shortly after the conclusion of a package travel contract).</p> <p>\13\ Responsibility for the performance of package travel</p> <p>Should any travel service not be provided in conformity with the package travel contract or Act No .../2018, or should it not have the</p>		
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				<p>properties reasonably expected by the traveller given the offer and given the customs, the tour operator agency shall, subject to conditions defined by Act No .../2018, provide a remedy following the traveller's notice or on the basis of its own finding of a breach of a package travel contract. Should it fail to provide a remedy, it shall offer to the traveller substitute travel services:</p> <ul style="list-style-type: none"><li>a) of equal or higher quality than that stated in the package travel contract, without additional costs for the traveller; or</li><li>b) of a lower standard of quality than that stated in the package travel contract, with the provision of an appropriate discount.</li></ul> <p>A traveller may refuse substitute travel services offered by a tour operator agency if the substitute travel services are not comparable to the travel services specified in the package travel contract or if the discount offered from the price of package travel to compensate for travel services of a lower quality is not adequate. In that case, and if the traveller is unable to accept the substitute travel services for objective reasons, the traveller shall carry on in</p>		
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				<p>the use of the travel services that constitute the subject of the notice and the tour operator agency shall provide to the traveller an appropriate discount from the price of those travel services that constituted the subject of the notice; the discount shall be paid to the traveller within 30 days of the notice.</p> <p>A traveller may withdraw from the package travel contract without paying a termination fee and demand a refund of a portion of the price corresponding to the price of those travel services that were not performed in a due and timely fashion, if a material breach of the package travel contract has occurred and the tour operator agency has failed to remedy the breach of the package travel contract or arranged for the traveller substitute travel services within a reasonable period set by the traveller.</p> <p>If it is not possible, due to unavoidable and extraordinary circumstances, to arrange the traveller's return in conformity with the package travel contract, the tour operator agency shall bear the costs of any accommodation required, if possible of the same category, for a maximum of three nights per traveller.</p>		
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				<p>If special regulations concerning passenger rights that apply to the relevant means of transport stipulate longer time-periods for a traveller's return, those longer periods shall apply. The cost restriction shall not apply to persons with reduced mobility and persons accompanying them, pregnant women, unaccompanied minors, or persons requiring specific medical attention, if the tour operator agency was informed about their specific needs at least 48 hours before the start of the package.</p> <p>\14\ Price reduction / damage compensation for travellers</p> <p>A traveller shall also be entitled to a discount from the price of the package and/or to damage compensation where travel services are not performed or are improperly performed.</p> <p>\15\ Provision of assistance by a tour operator agency</p> <p>A tour operator agency shall promptly provide assistance to travellers who are in difficulty, including during unavoidable and extraordinary circumstances.</p> <p>\16\ Insolvency of a tour operator agency</p>		
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					<p>Should a tour operator agency become insolvent, payments made by travellers shall be refunded.</p> <p>Should a tour operator agency become insolvent after the commencement of the provision of the package and if the package includes carriage, traveller repatriation is arranged.</p> <p>A tour operator agency has entered into an agreement on insolvency protection with the following provider [company name, identification number, registered office, telephone number, and e-mail address] (hereinafter referred to as “provider of insolvency protection”).</p> <p>A traveller may approach the provider of insolvency protection if services are denied due to the insolvency of the tour operator agency.</p> <p>Act No .../2018 [HYPERLINK]</p>		
	<p>Part B</p> <p>Standard information form for package travel contracts in situations other than those covered by Part A</p> <p>The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302.</p> <p>Therefore, you will benefit from all EU rights applying to packages. Company XY/companies XY will</p>	Normal	Act No 170/2018	Annex 1 Part B	<p><b>Part B</b></p> <p><b>Standard information form for package travel contracts in situations other than those covered by Part A</b></p> <p>A combination of these travel services offered constitutes a package within the meaning of Act No .../2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending some other acts (hereinafter</p>	Full concordance	

	<p>be fully responsible for the proper performance of the package as a whole.</p> <p>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.</p> <p>Key rights under Directive (EU) 2015/2302</p> <p>Travellers will receive all essential information about the package before concluding the package travel contract.</p> <p>There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.</p> <p>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.</p> <p>Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.</p> <p>The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if</p>				<p>referred to as “Act No .../2018”).</p> <p>Therefore, you will benefit from all rights arising from Act No .../2018 applying to packages. Our company [the company fills in its company name, identification number and registered office or place of business] (hereinafter referred to as the “tour operator agency”) will be fully responsible for the proper performance of the package as a whole.</p> <p>Additionally, we, as a tour operator agency, have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that we become insolvent.</p> <p>Key rights pursuant to Act No .../2018</p> <p>\1\ Information about package travel provided prior to the conclusion of a package travel contract</p> <p>a) General information about the package tour</p> <p>Destination / destinations:  Travel route:  Package start date:  Package end date:  Duration of stay, stating dates:  Number of nights included (in the case of package travel comprising accommodation):</p>		
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	<p>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</p>				<p>b) Information about carriage</p> <p>Type and category of means of transport:  Class of means of transport:  Travel connections:  Exact (and if this cannot be determined – the approximate) time of departure and return:  Point of departure and return:  places and duration of stops:</p> <p>c) Information about accommodation facility</p> <p>Name of accommodation facility:  Location of accommodation facility:  Category of accommodation facility:  Class of accommodation facility (and country according to which the accommodation facility is classified):  Standard of amenities in accommodation facility:  Key features of accommodation facility:</p> <p>d) Information about meals</p> <p>Type of meals:  Scope of meals:  Form of meals:</p> <p>e) Information about other services</p> <p>Programme at the destination, trips,</p>		
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	<p>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. The organiser has to provide assistance if the traveller is in difficulty. Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed. If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of</p>				<p>excursions, or other services included in the total price of the package: f) Group package travel</p> <p>Identification of travel services provided to travellers on a group basis: Approximate group size: g) A package includes other travel services identified in Section 2(a), point four, of Act No .../2018, provided in a foreign language</p> <p>YES / NO If so, the foreign language in which another travel service is to be provided: h) Information about the suitability of travel</p> <p>The package is suitable for persons with reduced mobility YES / NO Further specific information about the appropriateness of the package that the traveller has requested, taking into account the traveller's needs: 2) Information about the tour operator agency that is responsible for the due performance of all of the travel services included in the package travel contract (if the package is sold through another tour operator agency</p>		
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	<p>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.)</p>				<p>or a travel agency, information about such a tour operator agency or travel agency shall be provided)</p> <p>Company name / name: Registered office / place of business: Telephone number: E-mail address: \3\ Information about price and payment conditions</p> <p>Aggregate price of the package, including taxes, all costs and fees: (if such costs and fees cannot be determined prior to the conclusion of a package travel contract, a notice shall be provided that the total price of the package may include additional costs or fees); payment conditions, including the traveller's obligation to pay an advance, and the amount thereof: Payment conditions for the payment of the balance of the price: If the obligation exists to provide, at the tour operator agency's request, another form of financial security, information about such obligation and the conditions applicable to it: \4\ Information about visa obligations, passport obligations, and other obligations</p>		
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				<p>general information:  Expected period required for visa issuance:  Information about medical requirements at the destination:  \5\ Information for travellers of a minimum number of travellers is required in order for package travel to be provided</p> <p>Is a minimum number of travellers required in order for package travel to be provided?  YES / NO  If so, the period within which the traveller must be informed in writing about withdrawal from the package travel contract due to a failure to attain the minimum number of travellers:  \6\ Information about authorised responsible representative or another entity, through whom contact and communication with the tour operator agency or travel agency may be ensured</p> <p>Name of the responsible representative / name of entity:  Address of the responsible representative / registered office of entity:  Electronic address:  Telephone number:</p>		
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				<p>Telephone number for emergencies:  \7\ Assignment of a package travel contract</p> <p>A traveller may assign a package travel contract to another person. A notice of assignment of a package travel contract to another person and the third party's consent to the assignment shall be delivered to a tour operator agency on a durable medium within an appropriate period, but no later than 7 days prior to the commencement of package travel, unless the parties have agreed otherwise.</p> <p>The original traveller and the new traveller shall bear joint and several liability for the payment of the balance of the package tour price and any fees, surcharges, and other documented actual and reasonable costs that arise in connection with the change in travellers and about which the tour operator agency informs them.</p> \8\ Change in the price of package travel <p>The price of package travel may increase provided that the price increase calculation method is identified precisely, only if special</p>		
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				<p>costs specified in detail in Section 19(2) of Act No .../2018 increase (e.g., change in fuel prices), and provided that the package tour contract stipulates that the traveller shall be entitled to a price reduction pursuant to Section 19(5) of Act No .../2018</p> <p>A clear and comprehensibly formulated notice concerning the increase in the price of the package tour, on a durable medium, with due rationale and a calculation of the increase of the price of the package tour must be demonstrably sent to the traveller no later than 20 days prior to the commencement of package travel, otherwise the tour operator agency shall not be entitled to charge the difference in the price of the package tour.</p> <p>If the price increase amounts to more than 8 % of the price of the package, the traveller may withdraw from the package travel contract without paying a termination fee. A traveller may also exercise the rights arising for him from point 9 of this form.</p> <p>If a tour operator agency reserves a right to a price increase, the traveller shall be entitled to a price decrease should the relevant costs drop.</p> <p>\9\ Change in other conditions of a package travel contract</p>		
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					<p>Should any of the key features of a travel service change prior to the commencement of package travel or should the tour operator agency be unable to satisfy the traveller's specific requirements on which they have agreed, it shall inform the traveller about:</p> <p>the proposed changes and their impact on the price of package travel; the traveller's right to do the following with respect to the proposed changes within a reasonable period:</p> <p>a) accept (if the traveller fails to accept them within the period referred to in sub-paragraph (b), the package travel contract shall terminate); or</p> <p>b) withdraw from the package travel contract without paying a termination fee and</p> <p>– accept a substitute package</p> <p>of an identical or higher quality than that of the services agreed in the original package travel contract; or of a lower quality or with lower costs; the traveller shall be entitled to an appropriate reduction of the price of the package; or</p> <p>– not accept a substitute package and subsequently claim a refund of all payments paid by the traveller, within</p>		
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				<p>14 days of the day of the delivery of the notice of withdrawal from the package travel contract.</p> <p>\10\ Withdrawal of the tour operator agency from a package travel contract without the obligation to compensate the traveller for damages</p> <p>A tour operator agency may withdraw from a package travel contract prior to the commencement of package travel without being obliged to compensate travellers for damage caused by the withdrawal, if:</p> <p>a) the number of package travel participants is lower than the minimum number of participants required pursuant to the package travel contract and the tour operator agency withdraws from the package travel contract within the period set in the package travel contract, but no later than:</p> <ul style="list-style-type: none"><li>- 20 days prior to the commencement of package travel, in the event of a trip that is to run for more than 6 days;</li><li>- 7 days prior to the commencement of package travel, in the event of a trip that is to run from 2 days to 6 days;</li><li>- 48 hours prior to the commencement of package travel, in the event of a trip that is to run for fewer than 2 days; or</li></ul>		
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				<p>b) unavoidable and extraordinary circumstances are preventing a tour operator agency from performing the package travel contract and the tour operator agency informs the traveller that it is withdrawing from the package travel contract promptly, prior to the commencement of package travel.</p> <p>\11\ Withdrawal from a package travel contract by a traveller due to unavoidable and extraordinary circumstances</p> <p>A traveller may withdraw from a package travel contract prior to the commencement of the provision of the package without paying a termination fee if unavoidable and extraordinary circumstances occur at the destination or in its immediate vicinity (e.g., there are serious security problems at the destination) that will have a material impact on the provision of the package or on carriage of passengers to the destination.</p> <p>In such a case of withdrawal from a package travel contract, the traveller shall be entitled to a refund of all payments paid for the package.</p> <p>\12\ Withdrawal from a package travel contract by a traveller without cause</p>		
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				<p>A traveller may withdraw from a package travel contract at any point prior to the commencement of the provision of the package in exchange for an appropriate and reasonable termination fee. The tour operator agency shall refund to the traveller any and all payments received from him, reduced by the termination fee. In the case of an off-premises contract, a traveller shall be entitled to withdraw from a package travel contract without cause and without being obliged to pay a termination fee within 14 days of the date of the conclusion of the package travel contract (the right of a traveller to withdraw from a package travel contract without cause shall not apply to packages the price of which has been reduced due to the provision of the package shortly after the conclusion of a package travel contract).</p> <p>\13\ Responsibility for the performance of package travel</p> <p>Should any travel service not be provided in conformity with the package travel contract or Act No .../2018, or should it not have the properties reasonably expected by the</p>		
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				<p>traveller given the offer and given the customs, the tour operator agency shall, subject to conditions defined by Act No .../2018, provide a remedy following the traveller's notice or on the basis of its own finding of a breach of a package travel contract. Should it fail to provide a remedy, it shall offer to the traveller substitute travel services:</p> <ul style="list-style-type: none"><li>a) of equal or higher quality than that stated in the package travel contract, without additional costs for the traveller; or</li><li>b) of a lower standard of quality than that stated in the package travel contract, with the provision of an appropriate discount.</li></ul> <p>A traveller may refuse substitute travel services offered by a tour operator agency if the substitute travel services are not comparable to the travel services specified in the package travel contract or if the discount offered from the price of package travel to compensate for travel services of a lower quality is not adequate. In that case, and if the traveller is unable to accept the substitute travel services for objective reasons, the traveller shall carry on in the use of the travel services that</p>		
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				<p>constitute the subject of the notice and the tour operator agency shall provide to the traveller an appropriate discount from the price of those travel services that constituted the subject of the notice; the discount shall be paid to the traveller within 30 days of the notice.</p> <p>A traveller may withdraw from the package travel contract without paying a termination fee and demand a refund of a portion of the price corresponding to the price of those travel services that were not performed in a due and timely fashion, if a material breach of the package travel contract has occurred and the tour operator agency has failed to remedy the breach of the package travel contract or arranged for the traveller substitute travel services within a reasonable period set by the traveller.</p> <p>If it is not possible, due to unavoidable and extraordinary circumstances, to arrange the traveller's return in conformity with the package travel contract, the tour operator agency shall bear the costs of any accommodation required, if possible of the same category, for a maximum of three nights per traveller. If special regulations concerning</p>		
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				<p>passenger rights that apply to the relevant means of transport stipulate longer time-periods for a traveller's return, those longer periods shall apply. The cost restriction shall not apply to persons with reduced mobility and persons accompanying them, pregnant women, unaccompanied minors, or persons requiring specific medical attention, if the tour operator agency was informed about their specific needs at least 48 hours before the start of the package.</p> <p>\14\ Price reduction / damage compensation for travellers</p> <p>A traveller shall also be entitled to a discount from the price of the package and/or to damage compensation where travel services are not performed or are improperly performed.</p> <p>\15\ Provision of assistance by a tour operator agency</p> <p>A tour operator agency shall promptly provide assistance to travellers who are in difficulty, including during unavoidable and extraordinary circumstances.</p> <p>\16\ Insolvency of a tour operator agency</p> <p>Should a tour operator agency become</p>		
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					<p>insolvent, payments made by travellers shall be refunded.</p> <p>Should a tour operator agency become insolvent after the commencement of the provision of the package and if the package includes carriage, traveller repatriation is arranged.</p> <p>A tour operator agency has entered into an agreement on insolvency protection with the following provider [company name, identification number, registered office, telephone number, and e-mail address] (hereinafter referred to as “provider of insolvency protection”).</p> <p>A traveller may approach the provider of insolvency protection if services are denied due to the insolvency of the tour operator agency.</p> <p>[Website at which Act No .../2018 can be found]</p>		
	<p>Part C</p> <p>Standard information form where the organiser transmits data to another trader in accordance with point (b)(v) of point 2 of Article 3</p> <p>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</p>	Normal	Act No 170/2018	Annex 1 Part C	<p><b>Part C</b></p> <p><b>Standard information form where the organiser transmits data to another trader in accordance with point (b)(v) of point 1 of Article 3</b></p> <p>If you conclude a contract with our company [the company fills in its company name, identification number and registered office or place of business] (hereinafter referred to as “Company”) not later than 24 hours after receiving the confirmation of the</p>	Full concordance	

	<p>meaning of Directive (EU) 2015/2302.</p> <p>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.</p> <p>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.</p> <p>More information on key rights under Directive (EU) 2015/2302 [to be provided in the form of a hyperlink].</p> <p>The traveller shall receive the following information when following the hyperlink:</p> <p>Key rights under Directive (EU) 2015/2302</p> <p>Travellers will receive all essential information about the travel services before concluding the package travel contract.</p> <p>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</p>				<p>booking from our company [the company fills in its company name, identification number and registered office or place of business] (hereinafter referred to as “tour operator agency“), the travel services performed by our tour operator agency and by the company will constitute a package within the meaning of Act No .../2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending some other acts (hereinafter referred to as “Act No .../2018“).</p> <p>Therefore, you will benefit from all rights arising from Act No .../2018 applying to packages. As a tour operator agency, we are fully responsible for the proper performance of the package as a whole.</p> <p>Additionally, we, as a tour operator agency, have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that we become insolvent.</p> <p>For more information about key rights pursuant to Act No .../2018 [to be provided in the form of a hyperlink].</p> <p>The traveller shall receive the following information when following</p>		
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	<p>telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.</p> <p>Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.</p> <p>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.</p> <p>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</p>				<p>the hyperlink: Key rights pursuant to Act No .../2018 \1\ Information about package travel provided prior to the conclusion of a package travel contract</p> <p>a) General information about the package tour</p> <p>Destination / destinations: Travel route: Package start date: Package end date: Duration of stay, stating dates: Number of nights included (in the case of package travel comprising accommodation):</p> <p>b) Information about carriage</p> <p>Type and category of means of transport: Class of means of transport: Travel connections: Exact (and if this cannot be determined – the approximate) time of departure and return: Point of departure and return: places and duration of stops:</p> <p>c) Information about accommodation facility</p> <p>Name of accommodation facility: Location of accommodation facility:</p>		
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	<p>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.</p>				<p>Category of accommodation facility:  Class of accommodation facility (and country according to which the accommodation facility is classified):  Standard of amenities in accommodation facility:  Key features of accommodation facility:  d) Information about meals</p> <p>Type of meals:  Scope of meals:  Form of meals:  e) Information about other services</p> <p>Programme at the destination, trips, excursions, or other services included in the total price of the package:  f) Group package travel</p> <p>Identification of travel services provided to travellers on a group basis:  Approximate group size:  g) A package includes other travel services identified in Section 2(a), point four, of Act No .../2018, provided in a foreign language</p> <p>YES / NO  If so, the foreign language in which another travel service is to be provided:</p>		
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				<p>h) Information about the suitability of travel</p> <p>The package is suitable for persons with reduced mobility YES / NO</p> <p>Further specific information about the appropriateness of the package that the traveller has requested, taking into account the traveller's needs:</p> <p>\2\ Information about the tour operator agency that is responsible for the due performance of all of the travel services included in the package travel contract (if the package is sold through another tour operator agency or a travel agency, information about such a tour operator agency or travel agency shall be provided)</p> <p>Company name / name: Registered office / place of business: Telephone number: E-mail address:</p> <p>\3\ Information about price and payment conditions</p> <p>Aggregate price of the package, including taxes, all costs and fees: (if such costs and fees cannot be determined prior to the conclusion of a package travel contract, a notice shall be provided that the total price of the package may include additional</p>		
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				<p>costs or fees);  payment conditions, including the traveller's obligation to pay an advance, and the amount thereof:  Payment conditions for the payment of the balance of the price:  If the obligation exists to provide, at the tour operator agency's request, another form of financial security, information about such obligation and the conditions applicable to it:  \4\ Information about visa obligations, passport obligations, and other obligations</p> <p>general information:  Expected period required for visa issuance:  Information about medical requirements at the destination:  \5\ Information for travellers of a minimum number of travellers is required in order for package travel to be provided</p> <p>Is a minimum number of travellers required in order for package travel to be provided?  YES / NO  If so, the period within which the traveller must be informed in writing about withdrawal from the package travel contract due to a failure to attain</p>		
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				<p>the minimum number of travellers:</p> <p>\6\ Information about authorised responsible representative or another entity, through whom contact and communication with the tour operator agency or travel agency may be ensured</p> <p>Name of the responsible representative / name of entity:  Address of the responsible representative / registered office of entity:  Electronic address:  Telephone number:  Telephone number for emergencies:</p> <p>\7\ Assignment of a package travel contract</p> <p>A traveller may assign a package travel contract to another person. A notice of assignment of a package travel contract to another person and the third party's consent to the assignment shall be delivered to a tour operator agency on a durable medium within an appropriate period, but no later than 7 days prior to the commencement of package travel, unless the parties have agreed otherwise.</p> <p>The original traveller and the new</p>		
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				<p>traveller shall bear joint and several liability for the payment of the balance of the package tour price and any fees, surcharges, and other documented actual and reasonable costs that arise in connection with the change in travellers and about which the tour operator agency informs them.</p> <p>\8\ Change in the price of package travel</p> <p>The price of package travel may increase provided that the price increase calculation method is identified precisely, only if special costs specified in detail in Section 19(2) of Act No .../2018 increase (e.g., change in fuel prices), and provided that the package tour contract stipulates that the traveller shall be entitled to a price reduction pursuant to Section 19(5) of Act No .../2018</p> <p>A clear and comprehensibly formulated notice concerning the increase in the price of the package tour, on a durable medium, with due rationale and a calculation of the increase of the price of the package tour must be demonstrably sent to the traveller no later than 20 days prior to the commencement of package travel, otherwise the tour operator agency</p>		
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				<p>shall not be entitled to charge the difference in the price of the package tour.</p> <p>If the price increase amounts to more than 8 % of the price of the package, the traveller may withdraw from the package travel contract without paying a termination fee. A traveller may also exercise the rights arising for him from point 9 of this form.</p> <p>If a tour operator agency reserves a right to a price increase, the traveller shall be entitled to a price decrease should the relevant costs drop.</p> <p>\9\ Change in other conditions of a package travel contract</p> <p>Should any of the key features of a travel service change prior to the commencement of package travel or should the tour operator agency be unable to satisfy the traveller's specific requirements on which they have agreed, it shall inform the traveller about:</p> <p>the proposed changes and their impact on the price of package travel; and</p> <p>the traveller's right to do the following with respect to the proposed changes within a reasonable period:</p> <p>a) accept (if the traveller fails to accept them within the period referred</p>		
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				<p>to in sub-paragraph (b), the package travel contract shall terminate); or  b) withdraw from the package travel contract without paying a termination fee and  – accept a substitute package</p> <p>of an identical or higher quality than that of the services agreed in the original package travel contract; or of a lower quality or with lower costs; the traveller shall be entitled to an appropriate reduction of the price of the package; or  – not accept a substitute package and subsequently claim a refund of all payments paid by the traveller, within 14 days of the day of the delivery of the notice of withdrawal from the package travel contract.</p> <p>\10\ Withdrawal of the tour operator agency from a package travel contract without the obligation to compensate the traveller for damages</p> <p>A tour operator agency may withdraw from a package travel contract prior to the commencement of package travel without being obliged to compensate travellers for damage caused by the withdrawal, if:</p> <p>a) the number of package travel</p>		
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				<p>participants is lower than the minimum number of participants required pursuant to the package travel contract and the tour operator agency withdraws from the package travel contract within the period set in the package travel contract, but no later than:</p> <ul style="list-style-type: none"><li>- 20 days prior to the commencement of package travel, in the event of a trip that is to run for more than 6 days;</li><li>- 7 days prior to the commencement of package travel, in the event of a trip that is to run from 2 days to 6 days;</li><li>- 48 hours prior to the commencement of package travel, in the event of a trip that is to run for fewer than 2 days; or</li></ul> <p>b) unavoidable and extraordinary circumstances are preventing a tour operator agency from performing the package travel contract and the tour operator agency informs the traveller that it is withdrawing from the package travel contract promptly, prior to the commencement of package travel.</p> <p>\11\ Withdrawal from a package travel contract by a traveller due to unavoidable and extraordinary circumstances</p> <p>A traveller may withdraw from a</p>		
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				<p>package travel contract prior to the commencement of the provision of the package without paying a termination fee if unavoidable and extraordinary circumstances occur at the destination or in its immediate vicinity (e.g., there are serious security problems at the destination) that will have a material impact on the provision of the package or on carriage of passengers to the destination.</p> <p>In such a case of withdrawal from a package travel contract, the traveller shall be entitled to a refund of all payments paid for the package.</p> <p>\12\ Withdrawal from a package travel contract by a traveller without cause</p> <p>A traveller may withdraw from a package travel contract at any point prior to the commencement of the provision of the package in exchange for an appropriate and reasonable termination fee. The tour operator agency shall refund to the traveller any and all payments received from him, reduced by the termination fee.</p> <p>In the case of an off-premises contract, a traveller shall be entitled to withdraw from a package travel contract without cause and without being obliged to pay a termination fee within 14 days of the date of the</p>		
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				<p>conclusion of the package travel contract (the right of a traveller to withdraw from a package travel contract without cause shall not apply to packages the price of which has been reduced due to the provision of the package shortly after the conclusion of a package travel contract).</p> <p>\13\ Responsibility for the performance of package travel</p> <p>Should any travel service not be provided in conformity with the package travel contract or Act No .../2018, or should it not have the properties reasonably expected by the traveller given the offer and given the customs, the tour operator agency shall, subject to conditions defined by Act No .../2018, provide a remedy following the traveller's notice or on the basis of its own finding of a breach of a package travel contract. Should it fail to provide a remedy, it shall offer to the traveller substitute travel services:</p> <p>a) of equal or higher quality than that stated in the package travel contract, without additional costs for the traveller; or</p> <p>b) of a lower standard of quality than that stated in the package travel</p>		
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				<p>contract, with the provision of an appropriate discount.</p> <p>A traveller may refuse substitute travel services offered by a tour operator agency if the substitute travel services are not comparable to the travel services specified in the package travel contract or if the discount offered from the price of package travel to compensate for travel services of a lower quality is not adequate. In that case, and if the traveller is unable to accept the substitute travel services for objective reasons, the traveller shall carry on in the use of the travel services that constitute the subject of the notice and the tour operator agency shall provide to the traveller an appropriate discount from the price of those travel services that constituted the subject of the notice; the discount shall be paid to the traveller within 30 days of the notice.</p> <p>A traveller may withdraw from the package travel contract without paying a termination fee and demand a refund of a portion of the price corresponding to the price of those travel services that were not performed in a due and timely fashion, if a material breach of the package</p>		
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				<p>travel contract has occurred and the tour operator agency has failed to remedy the breach of the package travel contract or arranged for the traveller substitute travel services within a reasonable period set by the traveller.</p> <p>If it is not possible, due to unavoidable and extraordinary circumstances, to arrange the traveller's return in conformity with the package travel contract, the tour operator agency shall bear the costs of any accommodation required, if possible of the same category, for a maximum of three nights per traveller. If special regulations concerning passenger rights that apply to the relevant means of transport stipulate longer time-periods for a traveller's return, those longer periods shall apply. The cost restriction shall not apply to persons with reduced mobility and persons accompanying them, pregnant women, unaccompanied minors, or persons requiring specific medical attention, if the tour operator agency was informed about their specific needs at least 48 hours before the start of the package.</p> <p>\14\ Price reduction / damage compensation for travellers</p>		
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				<p>A traveller shall also be entitled to a discount from the price of the package and/or to damage compensation where travel services are not performed or are improperly performed.</p> <p>\15\ Provision of assistance by a tour operator agency</p> <p>A tour operator agency shall promptly provide assistance to travellers who are in difficulty, including during unavoidable and extraordinary circumstances.</p> <p>\16\ Insolvency of a tour operator agency</p> <p>Should a tour operator agency become insolvent, payments made by travellers shall be refunded.</p> <p>Should a tour operator agency become insolvent after the commencement of the provision of the package and if the package includes carriage, traveller repatriation is arranged.</p> <p>Our tour operator agency has concluded an agreement ensuring insolvency protection with the following provider [company name, identification number, registered office, telephone number, and e-mail address] (hereinafter referred to as the “provider of insolvency protection”).</p>		
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					A traveller may approach the provider of insolvency protection if services are denied due to the insolvency of the tour operator agency. Act No .../2018 [HYPERLINK]		
Annex II	<p>Part A</p> <p>Standard information form where the trader facilitating an online linked travel arrangement within the meaning of point (a) of point 5 of Article 3 is a carrier selling a return ticket</p> <p>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</p>	Normal	Act No 170/2018	Annex 2 Part A	<p><b>Part A</b></p> <p><b>Standard information form where the tour operator agency facilitating an online linked travel arrangement within the meaning of Section 4(1)(a) is also a carrier selling a return ticket</b></p> <p>If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company [the company fills in its company name, identification number and registered office or place of business] (hereinafter referred to as “tour operator agency”) you will NOT benefit from rights applying to packages under Act No .../2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending some other acts (hereinafter referred to as “Act No .../2018“).</p> <p>As a tour operator agency, we will therefore not be responsible for the proper performance of those additional travel services. In case of problems please contact the relevant</p>	Full concordance	

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 mean providing 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]

The traveller shall receive the following information when following the hyperlink: 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: Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

service provider. However, if you book any additional travel services during the same visit to our tour operator agency's booking website, the travel services will become part of a linked travel arrangement. As the operator agency, we have, pursuant to Act No .../2018, protection in place to refund your payments to our tour operator agency for any services that were not performed due to our insolvency and, where necessary, to ensure your repatriation. Please note that this does not include the provision of 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].

*The traveller shall receive the following information when following the hyperlink:*

Our tour operator agency has concluded an agreement ensuring insolvency protection with the following provider [company name, identification number, registered office, telephone number, and e-mail address] (hereinafter referred to as the "provider of insolvency protection"). If services are denied due to our tour operator agency's insolvency,

	Directive (EU) 2015/2302 as transposed into national law [HYPERLINK]				travellers may approach the entity referred to above. Note: This insolvency protection shall not apply to contracts with parties other than our tour operator agency which may be performed in spite of our insolvency. Act No .../2018 [HYPERLINK]		
	<p>Part B</p> <p>Standard information form where the trader facilitating an online linked travel arrangement within the meaning of letter (a) of point 5 of Article 3 is a trader other than a carrier selling a return ticket</p> <p>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.</p> <p>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.</p> <p>However, if you book any additional travel services during the same visit to our company's/XY's booking website,</p>	Normal	Act No 170/2018	Annex 2 Part B	<p><b>Part B</b></p> <p><b>Standard information form where the tour operator agency facilitating an online linked travel arrangement within the meaning of Section 4(1)(a) is a tour operator agency other than a carrier selling a return ticket</b></p> <p>If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company [the company fills in its company name, identification number and registered office or place of business] (hereinafter referred to as “tour operator agency”) you will NOT benefit from rights applying to packages under Act No .../2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending some other acts (hereinafter referred to as “Act No .../2018“).</p> <p>As a tour operator agency, we will therefore not be responsible for the</p>	Full concordance	

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 mean providing 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]. The traveller shall receive the following information when following the hyperlink: 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

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 tour operator agency's booking website, the travel services will become part of a linked travel arrangement. As the operator agency, we have, pursuant to Act No .../2018, protection in place to refund your payments to our tour operator agency for any services that were not performed due to our insolvency. Please note that this does not include the provision of 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]. *The traveller shall receive the following information when following the hyperlink:* Our tour operator agency has concluded an agreement ensuring insolvency protection with the following provider [company name, identification number, registered office, telephone number, and e-mail address] (hereinafter referred to as the "provider of insolvency protection").

	<p>insolvency.  Directive (EU) 2015/2302 as transposed into national law  [HYPERLINK]</p>				<p>If services are denied due to our tour operator agency's insolvency, travellers may approach the entity referred to above.  Note: This insolvency protection shall not apply to contracts with parties other than our tour operator agency which may be performed in spite of our insolvency.  Act No ../2018 [HYPERLINK]</p>		
	<p><b>Part B</b>  Standard information form where the trader facilitating an online linked travel arrangement within the meaning of point (a) of point 5 of Article 3 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</p>	Normal	Act No 170/2018	Annex 2 Part B	<p><b>Part B</b>  <b>Standard information form where the tour operator agency facilitating an online linked travel arrangement within the meaning of Section 4(1)(a) is a tour operator agency other than a carrier selling a return ticket</b>  If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company [the company fills in its company name, identification number and registered office or place of business] (hereinafter referred to as "tour operator agency") you will NOT benefit from rights applying to packages under Act No ../2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending some other acts (hereinafter referred to as "Act No ../2018").</p>	Full concordance	

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 mean providing 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) The traveller shall receive the following information when following the hyperlink: 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: Note: This insolvency protection does not cover contracts

As a tour operator agency, we will therefore 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 tour operator agency's booking website, the travel services will become part of a linked travel arrangement. As the operator agency, we have, pursuant to Act No .../2018, protection in place to refund your payments to our tour operator agency for any services that were not performed due to our insolvency. Please note that this does not include the provision of 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]. *The traveller shall receive the following information when following the hyperlink:* Our tour operator agency has concluded an agreement ensuring insolvency protection with the following provider [company name, identification number, registered office, telephone number, and e-mail

	<p>with parties other than XY, which can be performed despite XY's insolvency. Directive (EU) 2015/2302 as transposed into national law [HYPERLINK]</p>				<p>address] (hereinafter referred to as the “provider of insolvency protection”). If services are denied due to our tour operator agency's insolvency, travellers may approach the entity referred to above. Note: This insolvency protection shall not apply to contracts with parties other than our tour operator agency which may be performed in spite of our insolvency. Act No .../2018 [HYPERLINK]</p>		
	<p><b>Part C</b> Standard information form in the case of linked travel arrangements within the meaning of point (a) of point 5 of Article 3 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</p>	Normal	Act No 170/2018	Annex 2 Part C	<p><b>Part C</b> <b>Standard information form in the case of linked travel arrangements within the meaning of Section 4(1)(a) where the contracts are concluded in the simultaneous physical presence of the trader (other than a carrier selling a return ticket) and the traveller</b> If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company [the company fills in its company name, identification number and registered office or place of business] (hereinafter referred to as “tour operator agency”) you will NOT benefit from rights applying to packages under Act No .../2018 on travel packages, linked travel arrangements, certain conditions of</p>	Full concordance	

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

engaging in the tourism business and amending some other acts (hereinafter referred to as "Act No .../2018"). As a tour operator agency, we will therefore 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 tour operator agency or during the same contact with our tour operator agency, the travel services will become part of a linked travel arrangement. As the operator agency, we have, pursuant to Act No .../2018, protection in place to refund your payments to our tour operator agency for any services that were not performed due to our insolvency. Please note that this does not include the provision of a refund in the event of the insolvency of the relevant service provider. Our tour operator agency has concluded an agreement ensuring insolvency protection with the following provider [company name, identification number, registered office, telephone number, and e-mail address] (hereinafter referred to as the "*provider of insolvency protection*").



	<p>insolvency. [Website where Directive (EU) 2015/2302 as transposed into national law can be found.]</p>				<p>If services are denied due to our tour operator agency's insolvency, travellers may approach the entity referred to above. Note: This insolvency protection shall not apply to contracts with parties other than our tour operator agency which may be performed in spite of our insolvency. [Website where Act No .../2018 can be found]</p>		
	<p><b>Part D</b> Standard information form where the trader facilitating an online linked travel arrangement within the meaning of point (b) of point 5 of Article 3 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</p>	Normal	Act No 170/2018	Annex 2 Part D	<p><b>Part D</b> <b>Standard information form where the trader facilitating an online linked travel arrangement within the meaning of Section 4(1)(b) is a carrier selling a return ticket</b> 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 Act No .../2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending and supplementing certain acts (hereinafter referred to as "Act No .../2018"). Our company [the company fills in its company name, identification number and registered office or place of business] (hereinafter referred to as "tour operator agency") will therefore</p>	Full concordance	

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 mean providing 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]. The traveller shall receive the following information when following the hyperlink: 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: Note: This insolvency

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 via this link/these links not later than 24 hours after receiving the confirmation of the booking from our tour operator agency, the travel services will become part of a linked travel arrangement. As the operator agency, we have, pursuant to Act No .../2018, protection in place to refund your payments to our tour operator agency for any services that were not performed due to our insolvency and, where necessary, to ensure your repatriation. Please note that this does not include the provision of 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]. *The traveller shall receive the following information when following the hyperlink:* Our tour operator agency has concluded an agreement ensuring insolvency protection with the following provider [company name, identification number, registered office, telephone number, and e-mail

	<p>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</p>				<p>address] (hereinafter referred to as the “provider of insolvency protection”). If services are denied due to our tour operator agency's insolvency, travellers may approach the entity referred to above. Note: This insolvency protection shall not apply to contracts with parties other than our tour operator agency which may be performed in spite of our insolvency. Act No .../2018 [HYPERLINK]</p>		
	<p>Part E Standard information form where the trader facilitating an online linked travel arrangement within the meaning of point (b) of point 5 of Article 3 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</p>	Normal	Act No 170/2018	Annex 2 Part E	<p><b>Part E</b> <b>Standard information form where the tour operator agency facilitating an online linked travel arrangement within the meaning of Section 4(1)(b) is a tour operator agency other than a carrier selling a return ticket</b> 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 Act No .../2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending some other acts (hereinafter referred to as “Act No .../2018”). Our company [the company fills in its company name, identification number and registered office or place of</p>	Full concordance	

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 mean providing 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]. The traveller shall receive the following information when following the hyperlink: 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: Note: This insolvency

business] (hereinafter referred to as "tour operator agency") will therefore 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 via this link/these links not later than 24 hours after receiving the confirmation of the booking from the tour operator agency, the travel services will become part of a linked travel arrangement. The tour operator agency has, pursuant to Act No .../2018, protection in place to refund your payments to the tour operator agency for any services that were not performed due to its insolvency. Please note that this does not include the provision of 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]. *The traveller shall receive the following information when following the hyperlink:* Our tour operator agency has concluded an agreement ensuring insolvency protection with the following provider [company name, identification number, registered

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 the national law [HYPERLINK]

office, telephone number, and e-mail address] (hereinafter referred to as the "provider of insolvency protection"). If services are denied due to our tour operator agency's insolvency, travellers may approach the entity referred to above.

Note: This insolvency protection shall not apply to contracts with parties other than our tour operator agency which may be performed in spite of our insolvency.

Act No .../2018 [HYPERLINK]