

**Government Decree No 472/2017 of 28 December 2017
on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements**

On the basis of the authorisation given in Section 66(1)(f) of Act CLXXVII of 2013 on the transitional and authorising provisions related to the entry into force of Act V of 2013 on the Civil Code and in Section 12(1)(g) of Act CLXIV of 2005 on trade, and acting within its scope of duties defined in Article 15(1) of the Basic Law, the Government orders the following:

*CHAPTER I
GENERAL PROVISIONS*

1. Scope

- Section 1** (1) This Decree shall apply to contracts relating to travel services, in particular to packages offered for sale or sold by entrepreneurs to travellers and to linked travel arrangements facilitated by entrepreneurs for travellers.
- (2) The consumer protection provisions under Sections 6, 7, 8/A and 15(1) to (2) of Government Decree No 45/2014 of 26 February 2014 on the detailed rules of contracts concluded between consumers and businesses (hereinafter referred to as 'Government Decree No 45/2014 of 26 February 2014') shall also be applied in the case of package travel contracts.
- (3) This Decree shall apply to travellers and entrepreneurs.
- (4) In the case of matters not regulated by this Decree, the provisions of Act V of 2013 on the Civil Code (hereinafter referred to as the 'Civil Code') shall apply.

2. Definitions

Section 2 For the purposes of this Decree, the following definitions apply:

1. *'unavoidable and extraordinary circumstances'*: means an unforeseeable situation beyond the control of the party at the time of the conclusion of the contract, the consequences of which could not have been avoided even if all reasonable measures had been taken;
2. *'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;
3. *'repatriation'*: means the traveller's return to the place of departure or to another place the contracting parties agree upon;
4. *'establishment'*: means establishment as defined in Section 2(g) of Act LXXVI of 2009 on the general rules of the taking up and pursuit of service activities;
5. *'durable medium'*: means any instrument which enables the traveller or the entrepreneur to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;
6. *'package travel'*: 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 entrepreneur, 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:
 - ba) concluded at a single point of sale, and those services were selected before a contract is concluded with the traveller,
 - bb) offered, sold or charged at an inclusive or total price,
 - bc) advertised or sold under the term 'package' or under a similar term,
 - bd) combined after the conclusion of a contract by which an entrepreneur entitles the traveller to choose among a selection of different types of travel services, or

- be) concluded with separate entrepreneurs through linked online booking processes where the traveller's name, payment details and e-mail address are transmitted from the entrepreneur with whom the first contract is concluded to another entrepreneur or entrepreneurs and a contract with the latter is concluded at the latest 24 hours after the confirmation of the booking of the first travel service;
7. *'start of the package'*: means the beginning of the performance of any travel service included in the package;
8. *'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;
9. *'travel service'*:
- carriage of passengers,
 - accommodation which is not intrinsically part of carriage of passengers and is not for residential purposes,
 - rental of cars or of motor vehicles or motorcycles within the meaning of Joint Decree No 1/1975 of the Minister for Transportation and Postal Affairs and the Minister of Interior of 5 February 1975 on the rules of road traffic, and
 - any other tourist service not intrinsically part of a travel service within the meaning of points (a), (b) or (c), in particular ensuring participation in cultural events, exhibitions, fairs or concerts, ensuring sports event visits, renting sports equipment for leisure purposes, providing ski passes, ensuring participation in trips, providing access to fun parks, or providing tourist guide services;
10. *'linked travel arrangement'*: means at least two different types of travel services used for the purpose of the same trip or holiday, not constituting a package, resulting in the conclusion of separate contracts with the individual travel service providers, if an entrepreneur facilitates:
- 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
 - in a targeted manner, the use of at least one additional travel service from another entrepreneur where a contract with such other entrepreneur is concluded at the latest 24 hours after the confirmation of the booking of the first travel service;
11. *'retailer'*: means an undertaking engaged in travel agency activities as specified in point 26 of Section 2 of Act CLXIV of 2005 on trade (hereinafter referred to as the 'Trade Act');
12. *'organiser'*: means an undertaking engaged in travel organisation activities as specified in point 25 of Section 2 of the Trade Act;
13. *'traveller'*: means a person as specified in point 37 of Section 2 of the Trade Act;
14. *'entrepreneur'*: means any natural person or any legal person who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession in relation to contracts covered by this Decree, whether acting in the capacity of organiser, retailer, trader facilitating a linked travel arrangement or as a travel service provider;

CHAPTER II.

COMMON RULES FOR TRAVEL SERVICE AGREEMENTS

3. Conclusion of the travel service agreement

- Section 3** (1) The provisions of this Chapter shall apply to agreements for travel services that do not qualify as package travel or linked travel arrangements.
- (2) Travel service agreements must be composed in plain and intelligible language and, in so far as they are in writing, must be legible. At the conclusion of the travel service agreement 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 travel service agreement has been concluded in the simultaneous physical presence of the parties.

- Section 4** (1) The travel service agreement or confirmation of the agreement shall include the following information:

- the name, address, telephone number, e-mail address and fax number of the organiser and of its local representative, if any, and of the retailer where the travel service agreement has been concluded

- though a retailer;
- b) registration number of the organiser and the retailer under Government Decree No 213/1996 of 23 December 1996 on travel organisation and agency activities (hereinafter referred to as the 'Government Decree on travel organisation');
 - c) an indication that the person involved is acting as an organiser or retailer;
 - d) the first and last name, address and e-mail address, where necessary, of the traveller;
 - e) the service ordered by the traveller;
 - f) the time and place of the service;
 - g) the name, registered office, tax number and company registration number of the service provider, and the name and contact details of the contact person;
 - h) total fees payable under the travel service agreement in HUF, and the terms, rules and method of payment, and information on the possibility of changing the fee and its calculation method;
 - i) the service fee including the organisation fee in HUF (hereinafter referred to as the 'participation fee');
 - j) taxes, fees and other compulsory charges in HUF, charged separately, in addition to the participation fee (in particular, the resort fee, anchoring fees, airport tax), and an indication as to what types of additional costs which must be paid by the traveller may arise,
 - k) the name, contact details and address of the insurance company or financial institution with which the organiser concluded a financial security contract as provided for in the Government Decree on travel organisation;
 - l) a note to the traveller that he must immediately communicate to the steward, or to the on-site service provider in the absence of the previous, any complaints regarding the performance of the services undertaken in the travel service agreement as provided for in Section 10(2); and
 - m) if the liability of the organiser, or his intermediary, is limited by international conventions, the information in this regard shall be indicated by specifying the legislation promulgating the international convention in question.
- (2) If the traveller takes out accident, health or luggage insurance through the organiser or the retailer, or if the organiser has taken out insurance under Section 8(1)(b) of the Government Decree on travel organisation for the benefit of the traveller, the organiser or the retailer must hand over to the traveller the insurance policy, the rules of the given insurance product, and the insurance certificate together with the documents providing entitlement to the use of the travel services under the travel service agreement.

Section 5 (1) When concluding the travel service agreement, no more than 40 % of the participation fee may be required to be paid as an advance. An exemption may be made if the contract concluded with the intermediary imposes stricter obligations on the organiser.

- (2) The organiser or the retailer may request the total fees payable under the travel service agreement (participation fee, as well as the taxes, duties and other compulsory charges under Section 4(1)(j)) thirty days prior to the start of the travel at the earliest, unless the contract with the intermediary requires them to be settled earlier.

Section 6 (1) The total fees paid by the traveller under the travel service agreement may not be increased unilaterally, unless the contract provides for the possibility of fee increase. Price increases shall be possible exclusively as a direct consequence of changes in:

- a) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
 - b) the level of taxes, fees and other compulsory charges on the travel services included in the contract imposed by third parties not directly involved in the performance of the package (in particular resort fees, anchoring fees, airport tax), or
 - c) the exchange rates relevant to the package.
- (2) The price increase must be proportionate to the cost increase, and the contract must clearly define the calculation method for the revised fee.
- (3) The justification for the price increase must be communicated to the traveller together with the price increase.
- (4) Irrespective of its extent, a price increase shall be possible only if the organiser notifies the traveller of it at the latest 20 days before the start of the travel service. The organiser must notify the traveller clearly and comprehensibly of the price increase with a justification for that increase and a calculation, on a durable

medium.

Section 7 The traveller must inform the organiser or the retailer without delay, but not later than 5 days prior to the start of the travel service under the travel service agreement, if he transferred his rights and obligations arising from the travel service agreement to a person fulfilling all the conditions specified in the travel service agreement.

4. Termination

Section 8 (1) The traveller may terminate the travel service agreement at any time in accordance with the agreement. Where the traveller terminates the travel service agreement, the traveller may be required to pay a termination fee which may not exceed the amount of the registration fee.

- (2) If the organiser wishes to change significantly, for reasons beyond his control, the relevant terms of the travel service agreement before the start of the travel, in particular if this involves a price increase exceeding 8 %, he must inform the traveller without delay.
- (3) In the case under paragraph (2),
 - a) the traveller shall have the right to terminate the travel service agreement without paying any termination fee; or
 - b) if the traveller agrees to the changes, including those of the participation fee, the parties shall amend the travel service agreement.
- (4) The traveller shall inform the organiser of his decision under paragraph (3) without delay.

Section 9 (1) If the organiser terminates the agreement due to a reason other than that arising from the traveller's sphere of interest, including when the destination or the route covers an area that the website of the Ministry of Foreign Affairs has indicated as a travel destination country or region "not recommended for travel" following the conclusion of the travel service agreement;

- a) the traveller may request a substitute service equal or higher in value than the original; or
 - b) if the organiser is unable to provide a substitute service under point a) or the traveller does not accept the substitute service offered, the organiser must repay the full fee without delay.
- (2) If the substitute service under paragraph (1)(a) is of lower value than the original, the organiser must repay the price difference to the traveller.

5. Performance of the travel service agreement

Section 10 (1) The organiser shall be responsible for the performance of the travel services included in the travel service agreement, irrespective of whether those services are to be performed by him or by other travel service providers.

- (2) The traveller shall inform the organiser or retailer without undue delay, taking into account the circumstances of the case, of any breach of contract which he perceives during the performance of a travel service included in the travel service agreement.
- (3) If the traveller has concluded the travel service agreement with a retailer, he may indicate his comments relating to the travel service directly to the retailer, who must forward the comments of the traveller to the organiser without delay. For the purpose of the calculation of time-limits or limitation periods, communication with the retailer shall be considered as communication with the organiser.
- (4) If the organiser does not deliver the services undertaken in the travel service agreement or does not deliver them adequately, he must proportionately reduce the participation fee. The organiser shall not be required to reduce the participation fee if the traveller does not use the travel service or any parts thereof upon his own decision or due to a reason arising from his own sphere of interest.
- (5) If the organiser cannot deliver a major part of the service specified in the travel service agreement, he must make up for it with other sub-services of appropriate quality. If the value of such sub-services exceeds the value of the unfulfilled sub-service, the cost difference must not be charged to the traveller. If the organiser is unable to provide such sub-service, or if the traveller does not accept it for good reason, the organiser must arrange transport for the traveller, if requested by the traveller, to the departure point of the journey or to a different arrival point in the country of destination acceptable to the traveller, must bear the costs of these, and must repay the fees paid minus the value of the sub-services received.

- (6) In case of improper performance of the services specified in the travel service agreement, the traveller must communicate his objection without delay, while taking into account paragraph (2), to the steward or, in his absence, the on-site service provider. The traveller shall be responsible for damages resulting from delays in communication. The steward must notify the objection made to the on-site service provider. The steward must record the communication of the traveller, and his notification of the on-site service provider in a report, and must hand over a copy of it to the traveller. The steward must inform the organiser without delay, and take the measures necessary without delay. In the absence of a steward, if the local service provider has not resolved the complaint, the traveller must inform the organiser or the retailer with whom he concluded the travel service agreement.
- (7) If the organiser does not remedy the breach of contract 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 breach of contract or if immediate remedy is required.
- (8) If the number of travellers using the same service on the same route at the same time reaches 15 persons, the organiser must ensure the provision of an authorised tour guide who speaks the language of the country of destination or a world language commonly used in that country, to accompany the group abroad. No authorised tour guide needs to be provided if the group members do not wish one.
- (9) If travel is carried out via occasional carriage of passengers, the organiser shall be responsible for ensuring that the documents provided for in specific other legislation, including the passenger list, are at the disposal of the bus driver.
- (10) In good time, but no more than 5 days before the start of the travel service, the organiser, or the retailer, shall provide the traveller with the necessary receipts, vouchers and tickets, and information on the scheduled times of departure, the deadline for check-in, and the scheduled times for intermediate stops, transport connections and arrival.

6. Compensation for damages

- Section 11** (1) The organiser shall be responsible for any damages resulting from the breach of the travel service agreement, unless the organiser proves that the breach is:
- a) attributable to the traveller;
 - b) attributable to a third party unconnected with the provision of the travel services included in the travel service agreement, and could not have been reasonably expected to be foreseen by the organiser or was unavoidable; or
 - c) due to unavoidable and extraordinary circumstances.
- (2) In the case under paragraph (1)(b) and (c), the organiser or the retailer must cooperate with the traveller and offer help in difficulty.

- Section 12** (1) The organiser shall be responsible for his contributory conduct in the performance of the service as if he had acted by himself, unless an international convention limits his liability as a contributor.
- (2) If the traveller concluded the travel service agreement through a retailer, the traveller may also notify the retailer of his claim for warranty, compensation or grievance related to the breach the travel service agreement.

CHAPTER III SPECIAL RULES FOR PACKAGE TRAVEL CONTRACTS

- Section 13** (1) The provisions of this Chapter shall not apply to:
- a) packages covering a period of less than 24 hours unless overnight accommodation is included;
 - b) packages offered or facilitated occasionally and on a not-for-profit basis and only to a limited group of travellers;
 - c) packages provided on the basis of a framework agreement, concluded for more than one travel services or for a specific period, for the arrangement of business travel for natural or legal persons who are acting for purposes relating to their trade, business, craft or profession.
- (2) A combination of travel services where no more than one type of travel service as referred to in

Section 2(9)(a), (b) or (c) is combined with one or more tourist services as referred to in Section 2(9)(d) shall not qualify as a package if the latter services

- a) do not account for 25 % of the value of the package, and are not advertised as and do not otherwise represent an essential feature of the combination; or
- b) are selected and a contract is concluded only after the performance of a travel service as referred to in Section 2(9)(a), (b) or (c) has started.

7. Pre-contractual information

Section 14 (1) Before the traveller is bound by a contract, the organiser and, where the package travel is provided through a retailer, the retailer as well shall provide the traveller with standard information by means of the relevant form as set out in Annexes 1 or 2.

(2) The organiser or, where the package is provided through a retailer, the retailer as well shall – before the traveller is bound by a contract – provide the traveller with the following information in addition to those contained in paragraph (1), where applicable to the package:

- a) the main elements of the travel services, in particular:
 - aa) the travel destination(s), itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included;
 - ab) 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;
 - ac) where no exact time is determined, the approximate time of departure and return;
 - ad) the location, main features and, if possible, tourist category of the accommodation under the rules of the country of destination;
 - ae) information on the meals (meal plan);
 - af) visits, excursions or other services included in the total price agreed for the package travel;
 - ag) 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;
 - ah) where the traveller's benefit from other tourist services depends on oral communication, the language in which those services will be carried out;
 - ai) whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the traveller's request, precise information on the suitability of the trip or holiday taking into account the traveller's needs;
 - b) the name, address, telephone number and, where applicable, e-mail address of the organiser and of the retailer, where the package is provided through a retailer, as well as information on whether the party concluding a contract with the traveller acted in the capacity of the organiser or the retailer;
 - c) the total price of the package inclusive of taxes and all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance of the conclusion of the contract, an indication of the types of additional costs which the traveller may still have to bear,
 - d) the arrangements for payment, including any amount or percentage of the price which is to be paid as a down payment and the timetable for payment of the balance, or financial guarantees to be paid or provided by the traveller,
 - e) the minimum number of persons required for the travel service to take place and the time-limit, before the start of the travel service, for the possible termination of the contract by the organiser if that number is not reached,
 - f) information on travel document and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination;
 - g) 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,
 - h) information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate termination fee, or, where applicable, the standardised termination fees requested by the organiser.
- (3) For travel package contracts concluded by telephone, the organiser or the retailer shall provide the traveller with the standard information set out in Annex 2, and the information set out in paragraph (2)(a) to (h).

- (4) With reference to packages as defined in Section 2(6)(b)(be) the organiser and the entrepreneur to whom the data are transmitted shall ensure that each of them provides, before the traveller is bound by a contract, the information set out in paragraphs (2)(a) to (h). At the same time, the organiser shall also provide standard information by means of the form set out in Annex 3.
- (5) The information referred to in paragraphs (1) to (4) shall be provided in a clear, comprehensible and prominent manner. Where such information is provided in writing, it shall be legible.

Section 15 The conditions communicated to the traveller pursuant to Section 14(2)(a), (c), (d), (e) and (h) shall form an integral part of the package travel contract and shall not be altered unless the contracting parties expressly agree otherwise. The organiser or the retailer shall communicate all changes to the pre-contractual information to the traveller in a clear, comprehensible and prominent manner before the conclusion of the package travel contract.

- (2) If the organiser or the retailer has not complied with the information requirements on additional fees, charges or other costs as referred to in Section 14(2)(c) before the conclusion of the travel contract, the traveller shall not bear those fees, charges or other costs.

Section 16 As regards compliance with the requirements for informing travellers laid down in this Chapter, the burden of proof shall be on the entrepreneur.

8. Content of the package travel contract

Section 17 (1) Package travel contracts must be composed in plain and intelligible language and, in so far as they are in writing, must be 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.

- (2) With respect to off-premises contracts as defined in point 14 of Section 4 of Government Decree No 45/2014 of 26 February 2014, a copy or confirmation of the package travel contract shall be provided to the traveller by the organiser or the retailer on paper or, if the traveller agrees, on another type of durable medium.
- (3) The package travel contract or confirmation of the contract shall set out the full content of the agreement, in particular the information referred to in Section 14(2)(a) to (h), and the following information:
 - a) special requirements related to the service ordered by the traveller which the organiser has accepted;
 - b) declaration that the organiser is responsible for the proper performance of all travel services included in the contract and obliged to provide assistance if the traveller is in difficulty during travel;
 - c) the name, contact details and address of the insurance company or financial institution in charge of insolvency protection with which the organiser has taken out a compulsory insurance and concluded a financial security contract as required by the Government Decree on travel organisation and agency activities, and the name and contact details of the competent authority designated for that purpose;
 - 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 provider, 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 breach of contract perceived in connection with the package;
 - e) where minors, unaccompanied by a parent or legal representative, 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;
 - f) information that the traveller is required to forthwith communicate any breach of contract which he perceives in connection with the package;
 - g) information on available complaint handling procedures or dispute resolution mechanisms;
 - h) information on the traveller's right to transfer the contract to another traveller.
- (4) With reference to packages as defined in Section 2(6)(b)(be), the entrepreneur to whom the data are transmitted shall inform the organiser of the conclusion of the contract leading to the creation of a package.

The entrepreneur shall provide the organiser with the information necessary to comply with his obligations as an organiser.

- (5) As soon as the organiser is informed that a package has been created, as set out in paragraph (4), the organiser shall provide to the traveller the information referred to in paragraph (3)(a) to (h) on a durable medium.
- (6) The information referred to in paragraphs (3) to (5) shall be provided in a clear, comprehensible and prominent manner.
- (7) In good time before the start of the package and before the use of the travel service, the organiser shall provide the traveller with the necessary receipts, vouchers, travel insurance policy in the name of the traveller, tickets, and information on the scheduled times of departure, the deadline for check-in, the scheduled times for intermediate stops, transport connections and arrival.

9. Changes to and transfer of the package travel contract

Section 18 (1) After the conclusion of the package travel contract, the full fee paid by the traveller may not be increased unilaterally, unless the contract expressly reserves that right for the organiser, and provides for the price reduction under paragraph (4), and states how price revisions are to be calculated. Price increases shall be possible exclusively as a direct consequence of changes in:

- a) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
 - b) the level of taxes, fees and other compulsory charges (in particular resort fees, anchoring fees, airport tax) on the travel services included in the contract imposed by third parties not directly involved in the performance of the package, or
 - c) the exchange rates relevant to the travel service in question.
- (2) If the price increase referred to in paragraph (1) exceeds 8 % of the total price payable by the traveller, Section 19(2) to (6) shall apply.
 - (3) Irrespective of its extent, a price increase shall be possible only if the organiser notifies the traveller of it at the latest 20 days before the start of the package. The organiser shall notify the traveller clearly and comprehensibly of the price increase, with a justification for that increase and a calculation, on a durable medium.
 - (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 paragraph (1)(a), (b) and (c) that occurs after the conclusion of the contract before the start of the package.
 - (5) In the event of a price decrease, the organiser shall have the right to deduct actual administrative expenses from the refund owed to the traveller. At the traveller's request, the organiser shall provide proof of those expenses.

Section 19 (1) Before the start of the package, the organiser may not unilaterally change package travel contract terms other than the price in accordance with Section 18, unless:

- a) the organiser has reserved that right in the contract;
 - b) the change is insignificant; and
 - c) the organiser informs the traveller of the change in a clear, comprehensible and prominent manner on a durable medium.
- (2) If, before the start of the package, the organiser significantly alters any of the main characteristics of the travel services as referred to in Section 14(2)(a) or cannot fulfil the special requirements as referred to in Section 17(3)(a), or proposes to increase the total price of the package by more than 8% in accordance with Section 18(2), the traveller may within a reasonable period specified by the organiser:
 - a) accept the proposed change; or
 - b) terminate the package travel contract without paying a termination fee.
 - (3) If the traveller terminates the package travel contract, and the organiser offers a substitute package, primarily equivalent or higher quality package travels shall be offered.
 - (4) The organiser shall without undue delay inform the traveller in a clear, comprehensible and prominent manner on a durable medium of:
 - a) the proposed changes referred to in paragraph (2) and, in accordance with paragraph (5), their impact on the price of the package;

- b) a reasonable period within which the traveller has to inform the organiser of his decision pursuant to paragraph (2);
 - c) the fact that if the traveller fails to respond within the period referred to in point b), the contract shall be terminated on the day following the expiry of the deadline; and
 - d) the substitute package offered and its price, as referred to in paragraph (3).
- (5) Where the changes to the package travel contract as referred to in paragraph (2) or the substitute package offered by the organiser as referred to in paragraph (3) result in a package of lower quality or value, the traveller shall be entitled to an appropriate price reduction.
- (6) If the package travel contract is terminated by the traveller pursuant to paragraph (2)(b), and the traveller does not accept a substitute package, the organiser shall refund all payments made by or on behalf of the traveller without delay and in any event not later than 14 days after the contract is terminated. The traveller shall be entitled to compensation for damages resulting from the termination of the contract subject to Section 27(2) and (3).

Section 20 (1) A traveller may, after giving the organiser reasonable notice on a durable medium before the start of the package, transfer his rights and obligations arising from 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.

- (2) The transferor of the package travel contract and the transferee shall be jointly and severally liable for the payment of the contractual participation fee due and for any additional fees, charges or other costs arising from the transfer. The organiser shall inform the transferor about the actual costs of the transfer. Those costs shall not be unreasonable and shall not exceed the actual cost incurred by the organiser due to the transfer of the package travel contract.
- (3) The organiser shall provide the transferor with proof of the additional fees, charges or other costs arising from the transfer of the package travel contract.

10. Termination of the package travel contract

Section 21 (1) The traveller may terminate the package travel contract at any time before the start of the package.

Where the traveller terminates the package travel contract under this paragraph, the traveller may be required to pay an appropriate and justifiable termination fee.

- (2) 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.
- (3) Notwithstanding paragraphs (1) and (2), the traveller shall have the right to terminate the package travel contract before the start of the package without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity which significantly affect the performance of the package, or which significantly affect the carriage of passengers to the destination, provided that the destination, or its immediate vicinity have been included in the list of travel destination countries or regions "not recommended for travel" on the website of the Ministry of Foreign Affairs. 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.
- (4) The organiser may terminate the package travel contract without any liability for damages and must provide the traveller with a full refund of any payments made for the package if:
- a) the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organiser notifies the traveller of the termination of the contract within the period fixed in the contract, but not later than:
 - aa) 20 days before the start of the package in the case of trips lasting more than six days;
 - ab) seven days before the start of the package in the case of trips lasting between two and six days;
 - ac) 48 hours before the start of the package in the case of trips lasting less than two days; or

- b) the organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveller of the termination of the contract without undue delay before the start of the package.
- (5) The organiser shall reimburse any payments made by or on behalf of the traveller for the package minus the appropriate termination fee if paragraphs (1) and (2) apply or, where paragraphs (3) and (4) apply, it shall provide the total amount of fees paid for the package travel. Such refunds or reimbursements shall be made to the traveller without delay and in any event not later than 14 days after the package travel contract is terminated.

11. Performance of the package travel contract

Section 22 (1) The organiser shall be responsible for the performance of the travel services included in the package travel contract, irrespective of whether those services are to be performed by other travel service providers.

- (2) The traveller shall inform the organiser without undue delay using any of the contact details listed in the travel contract, taking into account the circumstances of the case, of any breach of contract which he perceives during the performance of a travel service included in the package travel contract.
- (3) The organiser shall remedy the breach of contract, unless that
 - a) is impossible; or
 - b) entails disproportionate costs, taking into account the extent of the breach of contract and the value of the travel services affected.
- (4) If the organiser, for any of the reasons identified in paragraph (3), does not remedy the breach of contract, the traveller shall be entitled to price reduction or compensation.
- (5) Without prejudice to the exceptions laid down in paragraph (3)(a) or (b), if the organiser does not remedy the breach of contract 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 breach of contract or if immediate remedy is required.

Section 23 (1) 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 travel, including where the traveller's return to the place of departure cannot be provided as agreed.

- (2) Where the proposed alternative arrangements result in a service of lower quality than that specified in the package travel contract, the organiser shall grant the traveller an appropriate price reduction.
- (3) The traveller may reject the proposed alternative arrangements only if they are substantially different from what was agreed in the package travel contract or the price reduction offered by the organiser is inadequate.
- (4) Where a breach of contract affects substantial contents of the package travel contract and the organiser has failed to remedy it within a reasonable period set by the traveller, the traveller shall be entitled to terminate the package travel contract without paying a termination fee and claim price reduction or compensation for damages.
- (5) If it is impossible to make alternative arrangements or if the traveller rejects them in accordance with paragraph (3), the traveller shall be entitled to price reduction or compensation for damages even without terminating the package travel contract.
- (6) If the package includes the carriage of passengers, the organiser shall, in the cases referred to in paragraphs (4) and (5), also provide repatriation of the traveller with the means of transport under the package travel contract, without undue delay and at no extra cost to the traveller.

Section 24 (1) 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 possible of equivalent category, for a period not exceeding three nights per traveller, as necessary. Where longer periods are provided for in generally and directly applicable Union passenger rights legislation pertaining to the relevant means of transport for the traveller's return, those periods shall apply.

- (2) The limitation of costs referred to in paragraph (1) shall not apply to persons with reduced mobility, as

defined in Article 2(a) 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 (1) if the relevant transport provider may not rely on such circumstances under generally and directly applicable Union legislation.

Section 25 Where the package travel was provided by the retailer, the traveller shall be entitled to address messages, requests or complaints in relation to the performance of the package directly to the retailer through which it was purchased. The retailer shall forward those messages, requests or complaints to the organiser without undue delay. For the purpose of compliance with time-limits and limitation periods, communication with the retailer shall be considered as communication with the organiser.

Section 26 (1) The organiser shall give appropriate assistance without undue delay to the traveller in difficulty, including in the circumstances referred to in Section 24(2). The obligation to provide assistance may be carried out in particular by:

- a) providing appropriate information on health services, local authorities and consular assistance; and
- b) assisting the traveller to make distance communications and helping the traveller to find alternative travel arrangements.

- (2) The organiser shall be able to charge a reasonable fee for the assistance under paragraph (1) 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.

12. Price reduction and compensation for damages

Section 27 (1) The traveller shall be entitled to a price reduction for any period during which there was lack of conformity, unless the organiser proves that the breach of contract is attributable to the traveller.

- (2) The traveller shall be entitled to receive compensation from the organiser for any damage which the traveller sustains as a result of any lack of conformity. Compensation shall be made without undue delay.
- (3) The traveller shall not be entitled to compensation for damages if the organiser proves that the breach of contract is:
 - a) attributable to the traveller;
 - b) attributable to a third party unconnected with the provision of the travel services included in the package travel contract and could not have been reasonably expected to be foreseen by the organiser or was unavoidable; or
 - c) due to unavoidable and extraordinary circumstances.
- (4) Insofar as international conventions 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.
- (5) If the international conventions do not limit the amount of compensation payable by the service provider, the rules of the Civil Code on the extent of damage caused by breaches of contract shall apply to the level of compensation to be paid by the organiser. In such 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 serious negligence and does not amount to less than three times the total participation fee for the package.
- (6) Any right to compensation or price reduction under this Chapter shall not affect the rights of travellers under Regulation (EC) No 261/2004 of the European Parliament and of the Council establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91, Regulation (EC) No 1371/2007 of the European Parliament and of the Council on rail passengers' rights and obligations, Regulation (EC) No 392/2009 of the European Parliament and of the Council on the liability of carriers of passengers by sea in the event of accidents, Regulation (EU) No 1177/2010 of the European Parliament and of the Council concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No 2006/2004, and Regulation (EU) No 181/2011 of the European Parliament

and of the Council concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004, and under international conventions. Compensation or price reduction granted under this Decree and the compensation or price reduction granted under the Regulations and international conventions referred to shall be deducted from each other in order to avoid overcompensation.

*CHAPTER IV
SPECIAL RULES ON CONTRACTS FOR LINKED TRAVEL ARRANGEMENTS*

- Section 28** (1) The provisions of this Chapter shall not apply to:
- a) linked travel arrangements covering a period of less than 24 hours unless overnight accommodation is included;
 - b) packages offered and facilitated occasionally and on a not-for-profit basis and only to a limited group of travellers;
 - c) linked travel arrangements provided on the basis of a framework agreement, concluded for more than one travel services or a specific period, for the arrangement of business travel for natural or legal persons who are acting for purposes relating to their trade, business, craft or profession.
- (2) Where no more than one type of travel service as referred to in Section 2(9)(a), (b) and (c) and one or more tourist services as referred to in Section 2(9)(d) are used, this shall not qualify a linked travel agreement if the latter services do not account for a significant proportion 25 % of the value of the linked travel arrangement) of the combined value of the services, and are not advertised as and do not otherwise represent an essential feature of the travel or the services.

- Section 29** (1) Traders facilitating linked travel arrangements, including where the entrepreneur 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 before the traveller is bound by a contract that the traveller:
- a) will not benefit from any of the rights applying exclusively to packages under this Decree and that each service provider will be solely responsible for the proper contractual performance of his service; and
 - b) will benefit from insolvency protection in accordance with Government Decree No 213/1996 of 23 December 1996 on travel organisation and agency activities.
- (2) In order to comply with paragraph (1), traders facilitating a linked travel arrangement shall provide the traveller with that information by means of the relevant standard form set out in Annex 4. Where the particular type of linked travel arrangement is not covered by any of the forms set out in Annex 4, information equivalent to that contained therein shall be provided.
- (3) Where the trader facilitating linked travel arrangements has not complied with the requirements set out in this Section, the rights and obligations laid down in Sections 20 to 27 shall apply in relation to the travel services included in the linked travel arrangement.
- (4) Where a linked travel arrangement is the result of the conclusion of a contract between a traveller and an entrepreneur who does not facilitate the linked travel arrangement, that entrepreneur shall inform the entrepreneur facilitating the linked travel arrangement of the conclusion of the relevant contract.

*CHAPTER V
COMMON RULES FOR CONTRACTS RELATING TO PACKAGE TRAVEL AND TO LINKED TRAVEL ARRANGEMENTS*

- Section 30** Where the organiser is established outside the European Economic Area, the retailer shall be subject to the obligations laid down for organisers in Government Decree No 213/1996 of 23 December 1996 on travel organisation and agency activities, unless the retailer provides evidence that the organiser complies with those obligations.

- Section 31** (1) An entrepreneur shall be liable for any errors due to technical defects in the booking system and, where the entrepreneur 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.
- (2) An entrepreneur shall not be liable for booking errors which are attributable to the traveller or which are caused by unavoidable and extraordinary circumstances.

Section 32 Where an organiser or, where the organiser is located outside the European Economic Area, the retailer established in a Member State, pays compensation, grants price reductions or meets the other obligations incumbent on him under this Decree, he shall have the right to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations.

Section 33 (1) A declaration by an organiser of a package or a trader facilitating a linked travel arrangement that he is acting exclusively as a travel service provider, as an intermediary or in any other capacity, or that a package or a linked travel arrangement does not constitute a package or a linked travel arrangement, shall not absolve that organiser or trader from the obligations imposed on them under this Decree.

(2) Travellers may not waive the rights conferred on them by the contract relating to package travel and linked travel arrangements. Waivers of rights shall be null and void.

(3) Any contractual arrangement or any statement by the traveller which directly or indirectly waives or restricts the rights conferred on travellers pursuant to the legislation and the contract relating to package travel and linked travel arrangements, or aims to circumvent the application of this Decree shall be null and void. Nullity may be invoked in the interest of the traveller.

*CHAPTER VI
PROCEDURES IN THE EVENT OF BREACHES OF CERTAIN PROVISIONS OF THE DECREE*

Section 34 (1) In case of a violation of the provisions in Section 3(2), Section 6(3), Sections 10(3), (6) and (10), the second sentence of Section 15(1), Section 17(1) to (3), (5), (7) and (8), Section 19(1)(c) and (4), Section 25, and Section 29(1) to (2) and (4) the consumer protection authority shall proceed in accordance with Act CLV of 1997 on consumer protection (hereinafter referred to as the 'Consumer Protection Act').

(2) In case of a violation of the provisions in Section 4(1) and Section 14 the consumer protection authority shall proceed in accordance with Act XLVII of 2008 on the prohibition of unfair commercial practices against consumers (hereinafter referred to as the 'Prohibition of Unfair Commercial Practices against Consumers Act'), where the infringement affects a consumer within the meaning of Section 2(a) of the Prohibition of Unfair Commercial Practices against Consumers Act.

(3) The provisions referred to in paragraphs (1) and (2) are consumer protection provisions for the purposes of the Consumer Protection Act.

*CHAPTER VII
FINAL PROVISIONS*

Section 35 This Decree shall enter into force on 1 July 2018.

Section 36 This Decree serves the purpose of compliance with 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.

Section 37 Government Decree No 281/2008 of 28 November 2008 on travel contracts shall be repealed.

Viktor Orbán (signed)
Prime Minister

*Annex 1 to Government Decree No 472/2017 of 28 December 2017***Required elements of the standard information form for package travel contracts concluded by electronic means**

The combination of travel services offered to you is a package within the meaning of Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements.

Therefore, you will benefit from all rights applying to the package travel. Company /companies will be fully responsible for the conformity of the package travel with the contract.

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

More information on key rights under Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements: [to be provided in the form of a hyperlink]

The information to be provided to the traveller when following the hyperlink above must include the following: Key rights under Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements:

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one entrepreneur who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the entrepreneur responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser becomes insolvent, payments will be refunded. If the organiser becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. has taken out insolvency protection with, the entity in charge of the insolvency protection. Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, address, email and telephone number) if services are denied because of the

organiser's insolvency.

Annex 2 to Government Decree No 472/2017 of 28 December 2017

Required elements of the standard information form for package travel contracts in situations other than those covered by Annex 1

The combination of travel services offered to you is a package within the meaning of Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements.

You will benefit from all rights applying to the package travel. Company .../companies will be fully responsible for the conformity of the package travel with the contract.

As required by law, company .../companies 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.

Rights under Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements:

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one entrepreneur who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice of the organiser and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the entrepreneur responsible for the package cancels the package, travellers are entitled to a refund, and to compensation under the conditions of the Government Decree.
- 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.
- Travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser becomes insolvent, payments will be refunded. If the organiser becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. has taken out insolvency protection with, the entity in charge of the insolvency protection. 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 the organiser's insolvency.

Annex 3 to Government Decree No 472/2017 of 28 December 2017

Required elements of the standard information form where the organiser transmits data in accordance with Section 2(6)(b)(be)

If you conclude a contract with company not later than 24 hours after receiving the confirmation of the booking from company the travel service provided by and will constitute a package within the meaning of Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements.

You will benefit from all rights applying to the package travel. Company will be fully responsible for the conformity of the package travel with the contract.

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

More information on the rights under Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements: [to be provided in the form of a hyperlink]

Following the hyperlink the traveller will receive the following information:

Rights under Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements:

- Travellers will receive all essential information about the travel services before concluding the package travel contract.
- There is always at least one entrepreneur who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice of the organiser and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the entrepreneur responsible for the package cancels the package, travellers are entitled to a refund, and to compensation under the conditions of the Government Decree.
- 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.
- Travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction or compensation for damages where the travel services are not performed or are improperly performed.

- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser becomes insolvent, payments will be refunded. If the organiser becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. has taken out insolvency protection with, the entity in charge of the insolvency protection. 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 the organiser's insolvency.

Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements [HYPERLINK]

Annex 4 to Government Decree No 472/2017 of 28 December 2017

1. Required elements of the standard information form where the trader facilitating an online linked travel arrangement within the meaning of Section 2(10)(a) is a carrier selling a return ticket

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/....., you will NOT benefit from rights applying to packages under Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements.

Therefore, our company/.... 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/....'s booking website, the travel services will become part of a linked travel arrangement. In that case has protection in place to refund your payments to for services not performed because of's insolvency, and, where necessary, for your repatriation. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency protection: [to be provided in the form of a hyperlink]

Following the hyperlink the traveller will receive the following information:

- has taken out insolvency protection with, the entity in charge of the insolvency protection.
- 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 the insolvency of the trader facilitating linked travel arrangements.
- Note: This insolvency protection does not cover contracts with parties other than, which can be performed despite's insolvency.

Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements [HYPERLINK]

2. Required elements of the standard information form where the trader facilitating an online linked travel arrangement within the meaning of Section 2(10)(a) 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/....., you will NOT benefit from rights applying to packages under Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements.

Therefore, our company/.... will not be responsible for the proper performance of each travel service. 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/....'s booking website, the travel services will become part of a linked travel arrangement. In that case has protection in place to refund your payments to for services not performed because of's insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency protection: [to be provided in the form of a hyperlink]

Following the hyperlink the traveller will receive the following information:

- has taken out insolvency protection with, the entity in charge of the insolvency protection.
- 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 the insolvency of the trader facilitating linked travel arrangements.

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

Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements [HYPERLINK]

3. Required elements of the standard information form in the case of linked travel arrangements within the meaning of Section 2(10)(a) where the contracts are concluded in the simultaneous physical presence of the entrepreneur, 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/....., you will NOT benefit from rights applying to packages under Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements.

Therefore, our company/.... will not be responsible for the proper performance of each travel service.

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/....., the travel services will become part of a linked travel arrangement. In that case has protection in place to refund your payments to for services not performed because of the insolvency of the trader facilitating linked travel arrangements. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

.... has taken out insolvency protection with, the entity in charge of the insolvency protection.

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’s insolvency.

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

Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements [HYPERLINK]

4. Required elements of the standard information form where the trader facilitating an online linked travel arrangement within the meaning of Section 2(10)(b) 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 Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements.

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

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

More information on insolvency protection: [to be provided in the form of a hyperlink]

Following the hyperlink the traveller will receive the following information:

- has taken out insolvency protection with, the entity in charge of the insolvency protection.
- 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 the insolvency of the trader facilitating linked travel arrangements.
- Note: This insolvency protection does not cover contracts with parties other than, which can be performed despite the insolvency of the trader facilitating linked travel arrangements.

Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements [HYPERLINK]

5. Required elements of the standard information form where the trader facilitating an online linked travel arrangement within the meaning of Section 2(10)(b) is a trader other than a carrier selling a return ticket

If you book additional travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel

arrangements.

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

However, if you book additional travel services via this link/these links not later than 24 hours after receiving the confirmation of the booking from our company/...., those travel services will become part of a linked travel arrangement. In that case has protection in place to refund your payments to for services not performed because of's insolvency.

Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency protection: [to be provided in the form of a hyperlink]

Following the hyperlink the traveller will receive the following information:

- has taken out insolvency protection with, the entity in charge of the insolvency protection.
- 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 the's insolvency.
- Note: This insolvency protection does not cover contracts with parties other than, which can be performed despite's insolvency.

Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements [HYPERLINK]