



Official Gazette A

2017

Published on 28 December 2017

26 December 2017

No 1666

Act on package travel and linked travel arrangements¹

WE MARGRETHE THE SECOND, by the Grace of God Queen of Denmark, hereby proclaim that:
the Danish Parliament has adopted and We have granted Our Royal Assent to the following Act:

Chapter 1

Scope of the Act and derogations

§ 1. This Act shall apply to packages offered or sold to travellers by traders and to linked travel arrangements facilitated by traders.

2. The Act shall not apply to packages and linked travel arrangements which:

- 1) cover a period of less than 24 hours, unless they include overnight accommodation;
- 2) are offered or facilitated occasionally and on a non-profit basis to a limited group of travellers, or
- 3) are purchased on the basis of a general agreement between traders for the purchase of business travel.

§ 2. It shall not be possible to derogate by agreement from the Act to the detriment of the traveller or those joining their claim.

Chapter 2

Definitions

§ 3. For the purposes of this Act, a package means a combination of at least two different types of travel service, cf. § 5(1), for the purpose of the same trip, if:

- 1) those services are combined by one trader, before a contract on all services is concluded; or
- 2) irrespective of whether separate contracts are concluded with individual travel service providers, those services are:
 - a) purchased from a single point of sale and selected before the traveller agrees to pay;
 - b) offered, sold or charged at a total price;
 - c) advertised or sold under the term 'package' or under a similar term;
 - d) combined after the conclusion of a contract by which a trader entitles the traveller to choose among a

selection of different types of travel services; or

- e) 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 other traders, and a contract with the latter traders is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.

2. A combination of travel services as referred to in the first paragraph, which consists of one type of travel service, cf. § 5(1)(a) to (c), and one or more tourist services, cf. § 5(1)(d), shall constitute a package only if the tourist services account for a significant proportion of the value of the combination or are advertised as, or otherwise represent, an essential feature of the combination and are selected and purchased before the performance of the travel service has started.

§ 4. For the purposes of this Act, a linked travel arrangement means two or more different types of travel service, cf. § 5(1), that will form part of the same trip and that do not constitute a package and for which separate contracts are concluded with each provider, if a trader

- 1) facilitates on the occasion of a single contact with the trader's point of sale, the separate selection of and separate payment for each travel service by the traveller; or
- 2) facilitates in a targeted manner, the procurement of at least one additional travel service from another trader where the contract with the other trader is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.

2. A combination of travel services as referred to in the first paragraph, which consists of one type of travel service, cf. § 5(1)(a) to (c), and one or more tourist services, cf. § 5(1)(d), shall constitute a linked travel arrangement only if the tourist

¹The Act contains provisions implementing parts of Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11.12.2015, p. 1).

services account for a significant proportion of the value of the combination or are advertised as or otherwise represent an essential feature of the combination.

§ 5. For the purposes of this Act, the following definitions shall apply:

- 1) Travel service:
 - a) carriage of passengers,
 - b) accommodation,
 - c) rental of cars, large motorcycles or other motor vehicles, or
 - d) any other tourist service not intrinsically part of a travel service within the meaning of a) to c).
- 2) Package travel contract: 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.
- 3) Start of the package: the beginning of the performance of travel services included in the package.
- 4) Traveller: any person who is seeking to conclude a contract within the scope of this Act or is entitled to travel on the basis of a contract covered by the Act.
- 5) Trader: any natural person or legal person who is acting for purposes relating to his trade, business, craft or profession in relation to contracts covered by this Act.
- 6) Organiser: a trader who combines and sells packages, or offers them for sale, or a trader who transmits the traveller's data to another trader in accordance with § 3(1)(2)(e).
- 7) Retailer: a trader other than the organiser who offers or sells packages combined by an organiser.
- 8) Durable medium: any instrument which enables the consumer or the trader to store information addressed personally to them 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.
- 9) Unavoidable and extraordinary circumstances: a situation beyond the control of the party who invokes the situation and the consequences of which could not have been avoided even if all reasonable measures had been taken.
- 10) Point of sale: any retail premises, whether movable or immovable, or a retail website or similar online sales facility and telephone services, including where retail websites or similar online sales facilities and telephone services are presented to travellers as a single facility.

Chapter 3

Information, etc.

Pre-contractual information

§ 6. Before a contract on the purchase of a package is entered into, the following information, where applicable to the package, shall be given to the traveller, including on the main characteristics of the travel services:

- 1) the travel destination, itinerary, duration and time of stay and, where accommodation is included, the number of nights included;
- 2) the means of transport, and their characteristics and categories, the points, dates and times of departure and return, and information on intermediate stops, with an indication of the duration and transport connections of these stops;
- 3) the location, main features and tourist category of the

- accommodation under the rules of the country of destination;
- 4) the meal plan;
- 5) visits, excursions or other services included in the total price of the package;
- 6) whether any of the travel services will be provided to the traveller as part of a group, where it is not apparent from the context, and, where possible, the size of the group;
- 7) 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
- 8) whether the trip is generally suitable for persons with reduced mobility and, upon the traveller's request, precise information on the suitability of the trip taking into account the traveller's needs;
- 9) the trading name of the organiser and, where applicable, of the retailer, as well as their address, telephone number and, where applicable, e-mail address;
- 10) the total price of the package inclusive of taxes, additional fees, and all other charges and costs or, where applicable, the type of additional costs which the traveller may still have to bear;
- 11) the payment terms for the trip;
- 12) the minimum number of persons required for the package to take place and the time-limit for the possible termination of the package by the organiser if that number is not reached, cf. § 20(1);
- 13) general information on passport and visa requirements, and information on health formalities in the country of destination;
- 14) the traveller's right to terminate under § 15(1), and
- 15) 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.

2. The traveller shall, together with the information referred to in paragraph 1, be provided with the standard information mentioned in Annex 1, Part A and Part B, using the tables in Annex 1, Part A and Part B. Where the contract is concluded by telephone, the traveller shall be provided with the standard information set out in Annex 1, Part B, together with the information referred to in paragraph 1.

3. § 8(3) and § 12 of the Consumer Contracts Act shall apply to packages sold or offered to travellers.

§ 7. It is the responsibility of the organiser to provide the traveller with the information referred to in § 6. Where the contract is concluded with a retailer, the obligation also applies to the retailer.

2. An organiser forwarding information under § 3(1)(2)(e) and the trader who has been forwarded information shall, before a contract is concluded, provide the traveller with the information referred to in § 6(1).

At the same time, the organiser shall supply the standard information referred to in Annex 1, Part C, using the form in Annex 1, Part C.

§ 8. The information supplied to the traveller under § 6(1)(1) to (8), (10) to (12) and (14) shall form an integral part of the contract for the purchase of the package and shall not be altered, unless the changes have been communicated to the traveller by the organiser or retailer, where the contract is concluded with such, before the conclusion of the contract. After the conclusion of the contract, the information referred to may be altered only if the parties expressly agree to this.

2. Where the traveller has not received the information on additional charges and costs, cf. § 6(1)(10), before the package contract is concluded, the traveller shall not bear those charges or additional costs.

Content of the package travel contract

§ 9. Package travel contracts shall be in plain and intelligible language.

2. 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. Where the contract is concluded in the simultaneous physical presence of the parties, the traveller shall be entitled to request a copy or confirmation of the contract on paper.

3. Where a package travel contract is concluded away from the trader's business premises, cf. § 3(2) of the Consumer Contracts Act, the traveller shall be provided with a copy or confirmation of the contract on paper. If the traveller so agrees, the copy or confirmation may be provided on another durable medium.

§ 10. The package travel contract or confirmation of the contract shall set out the full content of the agreement and include all the information referred to in § 6(1).

2. In addition to the information referred to in paragraph 1, the contract or confirmation shall contain:

- 1) information on special requirements which the organiser has agreed to fulfil;
- 2) information that the organiser is responsible for performing all travel services included in the contract in accordance with § 21, and obliged to provide assistance if the traveller is in difficulty, cf. § 32;
- 3) contact details of the travel guarantee fund or other entity which guarantees reimbursement of the payments made by the traveller;
- 4) contact details of the organiser's local representative, a contact point or other service which enables the traveller to contact the organiser quickly;
- 5) information that the traveller is required to communicate any lack of conformity which he perceives during the performance of the package and wishes to invoke in relation to the organiser, cf. § 22;
- 6) information on the traveller's right to transfer the contract to another traveller in accordance with § 16.
- 7) information enabling direct contact with a minor or a person responsible for them, where the minor travels unaccompanied by a parent or other authorised person and the package includes accommodation;
- 8) information on any in-house complaint procedures set up by the organiser; and
- 9) information on alternative dispute resolution as a result of consumer complaints in accordance with the Consumer Complaints Act, on any approved private dispute resolution body which the trader is covered by, and on online platforms, cf. § 3 of the Consumer Complaints Act.

3. If a package travel contract is concluded in accordance with § 3(1)(2)(e), the organiser shall provide the traveller with the information referred to in paragraph 2 on a durable medium as soon as the organiser in accordance with § 11 has been informed that the contract leading to the creation of the package has been concluded.

Information obligations of traders when creating a travel package

§ 11. A trader who concludes an contract with a traveller leading to the creation of a package in accordance with § 3(1)(2)(e) shall inform the organiser of the conclusion of the contract. The trader shall provide the organiser with the information necessary for the organiser to comply with his obligations.

Supply of documents before the start of the package

§ 12. 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, on the deadline for check-in, as well as information on the scheduled times for intermediate stops, transport connections and arrivals.

Burden of proof, etc.

§ 13. The information to be supplied in accordance with § 6, § 7(2), § 8(1) and §§ 10 and 11 shall be provided in a clear, comprehensible and prominent manner.

§ 14. It shall be the responsibility of the trader to prove that the information requirements laid down in this Chapter have been complied with.

Chapter 4

Changes to the package travel contract before the start of the package

Right to termination

§ 15. The traveller may terminate the package travel contract before the start of the package. Where the traveller terminates the package, the organiser may, if it follows from the contract, require payment of a reasonable standardised cancellation fee, which is determined taking into account the time of termination and the nature of the package, or a cancellation fee equivalent to the price of the package less the cost savings and any income from sale of the travel services cancelled. The organiser shall, upon request, provide the traveller with a justification for the amount of the cancellation fee.

2. The traveller shall have the right to terminate the package travel contract before the start of the package in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the performance of the package or the carriage of passengers to the destination. In such cases, the traveller shall be entitled to a refund of all sums paid in relation to the contract.

3. The sums referred to in paragraphs 1 and 2 shall be reimbursed without undue delay and at the latest 14 days after the termination of the package.

Transfer of the package

§ 16. The traveller may, after giving the organiser reasonable notice on a durable medium before the start of the package, transfer the package to anyone who satisfies all the conditions applicable to that contract. Notice given at the latest seven days before the start of the package shall at all times be deemed to be reasonable.

2. The transferor of the package and the transferee shall be jointly and severally liable for the payment of any balance due

and any costs arising from the transfer.

3. The organiser shall provide the transferor with proof of the costs arising from the transfer. The costs shall not be unreasonable and shall not exceed the actual costs incurred by the organiser.

Price alterations

§ 17. The organiser may increase the price agreed for the package only if the increase is a direct consequence of changes in:

- 1) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- 2) taxes or fees on the travel services in the package imposed by third parties not directly involved in the performance of the package; or
- 3) the exchange rates relevant to the package.

2. Price increases shall be possible only if the package travel contract stipulates that prices may be increased or reduced in the case of the changes referred to in paragraph 1 and how such changes are calculated. The traveller shall be informed in a clear and comprehensible manner on a durable medium of the increase, the reasons for it and the calculation of it no later than 20 days before the start of the package.

3. If the price increase exceeds 8 % of the total price of the package, § 18 shall apply.

4. In the event of a price decrease, the organiser shall have the right to deduct costs from the refund owed to the traveller. The organiser shall, upon request from the traveller, provide proof of those costs.

Other changes made to the contract by the organiser and the traveller's right of termination

§ 18. If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services, cf. § 6(1)(1)-(8), cannot fulfil a special requirement as referred to in § 10(2)(1) or increases the price of the package by more than 8 %, the traveller may either accept the change or terminate the contract without incurring any charges in that connection. If the contract is terminated, the traveller shall be entitled without undue delay and no later than 14 days after termination, to a refund of all sums paid under the contract and, where appropriate, to compensation under §§ 28 to 31.

2. In the event of the changes to the contract referred to in paragraph 1, the organiser shall without undue delay inform the traveller in a clear, comprehensible and prominent manner on a durable medium of:

- 1) which changes are proposed, and the impact on the price of the package;
- 2) a reasonable period for the traveller to notify the organiser of his decision;
- 3) failure to inform the organiser within the period referred to in 2) implies that the traveller shall be deemed to have accepted the change; and
- 4) any offer of a substitute package.

3. If the traveller accepts the proposed changes or agrees to take part in a substitute package, and the substitute package offered is of a lower quality or value, the traveller shall be entitled to a proportionate reduction of the price.

§ 19. Without the consent of the traveller before the start of the package, the organiser may make changes to the contract beyond §§ 17 and 18, only if

- 1) the organiser has reserved that right in the contract;

- 2) the change is insignificant; and
- 3) the organiser informs the traveller of the change in a clear, comprehensible and prominent manner on a durable medium.

Termination of the package travel contract by the organiser

§ 20. The organiser may terminate the package travel contract if 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 within the period specified in the contract but not later than:

- 1) 20 days before the start of the package for trips lasting more than six days;
- 2) seven days before the start of the package for trips lasting between two and six days; or
- 3) 48 hours before the start of the package for trips lasting less than two days;

2. The organiser may also terminate the package travel contract if he 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.

3. If the organiser terminates the contract in accordance with paragraph 1 or 2, the traveller shall be entitled to a refund of any sums paid under the contract without undue delay and no later than within 14 days after termination. In such cases, the traveller shall not be entitled to compensation.

Chapter 5

Performance of the package

Organiser's responsibility for the performance of the package

§ 21. The organiser shall be responsible towards the traveller 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 others.

Lack of conformity of the package

§ 22. If the traveller wishes to invoke a lack of conformity of the package, he shall inform the organiser without undue delay after perceiving the lack of conformity.

§ 23. If the package is lacking in conformity, the traveller may demand that the organiser remedy the lack of conformity, unless this is impossible or would impose disproportionate costs on the organiser taking into account the extent of the lack of conformity and the value of the travel services affected.

2. If the traveller may demand a remedy under paragraph 1, and the organiser does not remedy the lack of conformity within a reasonable time-limit set by the traveller, the traveller may remedy it himself and demand reimbursement of the necessary expenses involved. The traveller may refrain from setting a time-limit if the organiser refuses to remedy the lack of conformity or if an immediate remedy is required.

3. If there is no right to demand a remedy, cf. paragraph 1, the traveller shall be entitled to a proportionate reduction of the price or, where applicable, compensation under §§ 27 to 31.

§ 24. If 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

2. Where the proposed alternative travel services result in a

package of lower quality than that provided for by the contract, the traveller shall be entitled to a proportionate reduction of the price.

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

4. If it is impossible to offer alternative travel services, or the traveller rejects the proposed travel services in accordance with paragraph 3, the traveller may demand a proportionate reduction and, where appropriate, compensation in accordance with §§ 27 to 31. If the package includes the carriage of passengers, the traveller shall be entitled to repatriation arranged by the organiser without undue delay using transport equivalent to that agreed and at no cost to the traveller.

§ 25. 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.

2. If the traveller terminates the contract, the organiser shall reimburse all sums paid under the contract, less an amount equivalent to the value the package had for the customer.

3. If the package includes the carriage of passengers, the traveller shall be entitled to repatriation arranged by the organiser without undue delay using transport equivalent to that agreed and at no cost to the traveller.

§ 26. Where it is impossible to ensure the traveller's timely return to the place of departure because of unavoidable and extraordinary circumstances, the organiser shall bear the cost of the traveller's necessary accommodation in, as far as possible, an equivalent category of accommodation for a period not exceeding three nights, unless longer accommodation periods are provided for in Union passenger rights legislation on the relevant means of transport.

2. The organiser may not invoke unavoidable and extraordinary circumstances to limit his liability under paragraph 1 if the relevant transport provider may not rely on such circumstances under applicable Union legislation.

3. The limitation of the period referred to in paragraph 1 shall not apply if at least 48 hours before the start of the package the organiser has been informed of the traveller's special needs, as a result of the fact that the traveller is:

- 1) a person with reduced mobility or accompanying such a person;
- 2) pregnant;
- 3) an unaccompanied minor, or
- 4) a person in need of specific medical assistance.

Proportionate price reduction and compensation

§ 27. The traveller shall be entitled to a proportionate price reduction for any period during which there was lack of conformity, unless the organiser proves that the lack of conformity is attributable to the traveller's own circumstances.

§ 28. The traveller shall be entitled to receive compensation from the organiser for any loss which the traveller sustains as a result of any lack of conformity, unless the organiser proves that the lack of conformity results from:

- 1) the traveller's own circumstances;
- 2) an unauthorised third party and is unforeseeable or unavoidable; or
- 3) unavoidable and extraordinary circumstances.

2. If the lack of conformity caused significant

inconvenience to the traveller, the traveller may be compensated, unless the organiser proves that the lack of conformity results from the same circumstances referred to in paragraph 1.

3. Compensation in accordance with paragraphs 1 and 2 shall be paid without undue delay.

§ 29. If the obligation to pay compensation for a service provider carrying out a travel service is limited by international conventions that are binding on the EU, the same limitations shall apply to the organiser's liability in accordance with § 28.

2. The compensation which the organiser is obliged to pay under § 28 shall be limited in accordance with the Warsaw Convention of 1929 for the Unification of Certain Rules relating to International Carriage by Air in cases where this applies to the liability of the service provider for the part of the package which is not in conformity.

§ 30. If the liability of the service provider carrying out a travel service is not limited by international conventions, the package travel contract may limit the compensation to be paid by the organiser under § 28. The compensation may not, however, be limited to less than three times the total price of the package.

2. This does not however apply to compensation for personal injury and damage caused intentionally or with negligence.

§ 31. The right to compensation or proportionate reduction under this Act does not affect the traveller's rights under EU regulations on passenger rights and liability for compensation in passenger transport or under international conventions, except as provided for in paragraph 2.

2. If the traveller has received compensation or proportionate reduction under the regulations and international conventions referred to in paragraph 1, the amount received shall be deducted from the compensation or proportionate reduction provided under this Act.

Obligation to provide assistance

§ 32. If a traveller is in difficulty, the organiser shall provide appropriate assistance without undue delay, in particular by providing information on health services, local authorities and consular assistance, and by assisting the traveller to make distance communications and alternative travel arrangements.

2. If the difficulties are caused by the traveller's intentional or negligent behaviour, the organiser shall be entitled to charge a reasonable fee for its assistance. This charge shall not exceed the actual cost borne by the organiser.

Retailer's obligations

§ 33. If the package is purchased through a retailer, the traveller may address messages relating to the performance of the package directly to the retailer. In these cases, the retailer shall forward those messages to the organiser without undue delay.

2. Messages addressed to the retailer under paragraph 1 shall be considered in relation to the time-limits for receipt by the organiser once they have reached the retailer.

§ 34. The organiser's obligations under this Chapter shall lie with the retailer where the organiser is established outside the European Economic Area and the retailer is established in a country in the European Economic Area.

2. This shall not however apply if the retailer proves that the organiser complies with the rules laid down in this Chapter and in § 20(3) of the Act on the travel guarantee fund.

Chapter 6

Linked travel arrangements

§ 35. Before the traveller is bound by a contract leading to the creation of a linked travel arrangement, the trader facilitating the linked travel arrangement shall provide the traveller with information in a clear, comprehensible and prominent manner to the effect that the traveller:

- 1) will not benefit from any of the rights applying exclusively to packages under this Act, and that each service provider will be solely responsible for the proper contractual performance of his service; and
- 2) will benefit from insolvency protection under the Act on the travel guarantee fund.

2. The trader facilitating a linked travel arrangement shall provide the traveller with the information referred to in paragraph 1 using the appropriate form, cf. Annex 2. If the type of linked travel arrangement is not covered by any of the forms set out in that Annex, the trader shall otherwise provide the traveller with the information contained in the Annexes.

§ 36. If a contract concerning a linked travel arrangement is concluded 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.

§ 37. If the trader facilitating the linked travel arrangement has not fulfilled its obligations under the Act on the travel guarantee fund or § 35 of this Act, §§ 15, 16 and 20 and Chapter 5 shall apply to the travel services included in the linked travel arrangement. In that case, the organiser's rights and obligations under those provisions shall apply accordingly to the trader facilitating the linked travel arrangement.

Chapter 7

General provisions

Liability for

booking errors

§ 38. A trader shall be obliged to pay compensation to a traveller who suffers losses as a result of errors arising from technical defects in the trader's booking system.

2. A trader who has agreed to arrange the booking of a package or of travel services which are part of a linked travel arrangement shall be required to pay compensation to a passenger if the passenger suffers losses as a result of errors made during the booking process.

3. Paragraphs 1 and 2 shall not apply if the error is attributable to the traveller or to unavoidable and extraordinary circumstances.

Right of redress

§ 39. If an organiser or a retailer covered by § 34 has paid compensation, granted a proportionate price reduction or fulfilled other obligations incumbent upon them under this Act, they shall be included in any claims by the traveller against others who, other than on the basis of this Act, are liable for the event which gave rise to the compensation, the proportionate price reduction or the other obligations.

2. The organiser's or retailer's obligations under paragraph 1 may be reduced or withdrawn if the person concerned has contributed to the occurrence of the event.

Application of the Consumer Contracts Act to travellers

§ 40. §§ 30 and 31 of the Consumer Contracts Act shall apply to travellers who are not consumers in the context of the conclusion of package travel contracts.

Chapter 8

Penalties

§ 41. Infringements of §§ 6, 10 and 12 shall be punishable by fine. The same shall apply to serious or frequently repeated infringements of § 9 and § 18(2).

2. Companies, etc. (legal persons) may be held liable under the provisions of Chapter 5 of the Penal Code.

Chapter 9

Entry into force, etc.

§ 42. This Act shall enter into force on 1 July 2018.

2. Act No 472 of 30 June 1993 on package travel is hereby repealed.

3. The Act shall not apply to contracts concluded before the Act entered into force. The previous rules shall apply to such contracts.

§ 43. This Act shall not apply to the Faeroes or Greenland but may by Royal Decree be enforced in Greenland, with the amendments required by the situation there.

Chapter 10

Amendments to other legislation

§ 44. In Act No 1457 of 17 December 2013 on Consumer Contracts, as amended by § 160 of Act No 652 of 8 June 2017, the following amendments are made:

1. § 7(2)(5) is replaced by the following: '5) on package travel, cf. § 3 of the Act on package travel and linked travel arrangements,'.

Issued at Marselisborg Castle, 26 December 2017

By Our Royal Hand and Seal

MARGRETHE R.

/ Søren Pape Poulsen

Annex 1

Part A

Standard information form for package travel contracts where the use of hyperlinks is possible

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

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

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

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

By following the hyperlink, the traveller will receive the following information:

Key rights under Directive (EU) 2015/2302

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

- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or, 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 carriage 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 address and telephone number) if services are denied because of XY's insolvency.

Directive (EU) 2015/2302 as transposed into national law www.retsinformation.dk.

Part B

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

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

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

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

Key rights under Directive (EU) 2015/2302

- Travellers will receive all essential information about the package before the package travel contract is concluded.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, with reasonable notice and possibly subject to the payment of additional costs.
- The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If, before the start of the package, the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justified 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 entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or, 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 carriage 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 address 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: www.retsinformation.dk.

Part C

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

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

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

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

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

By following the hyperlink, the traveller will receive the following information:

Key rights under Directive (EU) 2015/2302

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

not performed or are improperly performed.

- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or, 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 carriage 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 address and telephone number) if services are denied because of XY's insolvency.

Directive (EU) 2015/2302 as transposed into the national law www.retsinformation.dk.

Annex 2

Part A

Standard information form for cases where the trader facilitating an online linked travel arrangement, cf. § 4(1)(1), is a carrier selling a return ticket

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302.

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

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

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

By following the hyperlink, the traveller will receive the following information:

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

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email address and telephone number) if the travel services are denied because of XY's insolvency.

Please note that this insolvency protection does not cover contracts with parties other than XY which can be performed despite XY's insolvency.

Directive (EU) 2015/2302 as transposed into national law www.retsinformation.dk.

Part B**Standard information form for cases where the trader facilitating an online linked travel arrangement of § 4(1)(1), is a trader other than a carrier selling a return ticket**

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302.

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

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

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

By following the hyperlink, the traveller will receive the following information:

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

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email address and telephone number) if services are denied because of XY's insolvency.

Please note that this insolvency protection does not cover contracts with parties other than XY which can be performed despite XY's insolvency.

Directive (EU) 2015/2302 as transposed into national law www.retsinformation.dk.

Part C

Standard information form in the case of linked travel arrangements, cf. § 4(1)(1), where the contracts are concluded in the simultaneous physical presence of the trader (other than a carrier selling a return ticket) and the traveller

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302.

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

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

XY has 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 address and telephone number) if services are denied because of XY's insolvency.

Please note that this insolvency protection does not cover contracts with parties other than XY which can be performed despite XY's insolvency.

Website where Directive (EU) 2015/2302 as transposed into national law can be found: www.retsinformati-on.dk.

Part D

Standard information form where the trader facilitating an online linked travel arrangement cf. § 4(1)(2), is a carrier selling a return ticket

If you book additional travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302.

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

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

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

By following the hyperlink, the traveller will receive the following information:

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

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email address and telephone number) if services are denied because of XY's insolvency.

Please note that this insolvency protection does not cover contracts with parties other than XY which can be performed despite XY's insolvency.

Directive (EU) 2015/2302 as transposed into national law www.retsinformation.dk.

Part E

Standard information form for cases where the trader facilitating an online linked travel arrangement of § 4(1)(2), is a trader other than a carrier selling a return ticket

If you book additional travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302.

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

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

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

By following the hyperlink, the traveller will receive the following information:

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

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email address and telephone number) if services are denied because of XY's insolvency.

Please note that this insolvency protection does not cover contracts with parties other than XY which can be performed despite XY's insolvency.

Directive (EU) 2015/2302 as transposed into national law www.retsinformation.dk.