

STATUTES OF FINLAND

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Decree of the Ministry of Justice on information to be provided to travellers relating to combined travel services

In accordance with the decision of the Minister for Justice and pursuant to paragraph 3 of Section 7, paragraph 3 of Section 10 and paragraph 2 of Section 36 of the Act on Combinations of Travel Services (901/2017), the following is enacted:

Section 1

Information to be provided before the conclusion of a package travel contract

Before a package travel contract is concluded, tour operators and travel intermediaries must provide the traveller with the standard information contained in Annex 1 on travellers' legal rights. Travellers shall also be provided with the following information:

- 1) the trading name, address, telephone number and, where necessary, email address of the tour operator and, where necessary, of the travel intermediary;
- 2) the travel destination(s), itinerary and periods of stay, with dates and, where accommodation is included in the package, the number of nights included;
- 3) the means, characteristics and categories of transport, the dates and time of departure and return or an estimate thereof, the duration and places of intermediate stops and transport connections;
- 4) the location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination;
- 5) the meal plan;
- 6) visits, excursions and other services included in the total price agreed for the package;
- 7) where it is not apparent from the context, whether any of the travel services will be provided to the traveller as part of a group and, if so, where possible, the approximate size of the group;
- 8) where the traveller's benefit from other tourist services depends on effective oral communication, the language in which those services will be carried out;
- 9) 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;
- 10) the total price of the package inclusive of taxes and, where necessary, of 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 type of additional costs which the traveller may still have to bear;
- 11) information on 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 the guarantee to be provided by the traveller;

- 12) the minimum number of participants required for the package to take place and the time-limit, referred to in paragraph 1 of Section 14 of the Combined Travel Services Act, for the termination of the contract before the start of the package if that number is not reached;
- 13) general information on passport and visa requirements in the country of destination, including approximate periods for obtaining visas, and information on health formalities in the country of destination;
- 14) information that if the traveller withdraws from the contract before the start of the package, the tour operator may charge the traveller an appropriate and justifiable cancellation fee set pursuant to the second and third paragraphs of Section 15 of the Combined Travel Services Act;
- 15) information on optional or compulsory insurance to cover the cost of the traveller withdrawing from the contract or the cost of assistance and repatriation in the event of accident, illness or death.

Section 2

Information to be included in the package travel contract or in the confirmation of the contract

The following information shall be included in the package travel contract or in the confirmation of the contract:

- 1) the information set out in points 1 to 15 of Section 1;
- 2) special wishes of the traveller which the tour operator has accepted;
- 3) any other contractual terms;
- 4) information that the tour operator is responsible for the proper performance of all travel services included in the contract and for providing assistance if the traveller is in difficulty in accordance with Chapter 4 of the Combined Travel Services Act;
- 5) the name, address, telephone number, email address and, where necessary, the fax number of the tour operator's local representative or contact point or another service which enables the traveller to contact the tour operator quickly and communicate with him efficiently, to request assistance when the traveller is in difficulty or to complain about any shortcomings perceived during the performance of the package;
- 6) information that the traveller must inform the tour operator without undue delay of any shortcomings that he or she perceives during the performance of the package;
- 7) the Finnish Competition and Consumer Authority or any other entity in charge of insolvency protection, with their address and other contact details;
- 8) where a minor travels unaccompanied by a parent or another authorised person and the package travel contract includes accommodation, information enabling direct contact with the minor or the person responsible for the minor at the minor's place of stay;
- 9) information on the in-house complaint handling procedure available to travellers, information on at least one alternative dispute resolution entity notified to the European Commission pursuant to Article 20(2) of Directive 2013/11/EU of the European Parliament and of the Council on alternative dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC which is competent for handling disputes between traders and travellers, and information on the online dispute resolution platform pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC;

10) information on the traveller's right to transfer his or her rights under a package travel contract to another person in accordance with Section 13 of the Combined Travel Services Act.

If a package is created from the linked online booking processes referred to in point 5 of the first paragraph of Section 3 of the Combined Travel Services Act (901/2017), the tour operator shall, once he or she has been notified of the creation of a package, provide the traveller with the information referred to in points 2 and 4-10 of the first paragraph.

Section 3

Information to be provided before a linked travel arrangement is created

Before a traveller is bound by a contract leading to the creation of a linked travel arrangement as referred to in Section 4 of the Combined Travel Services Act, the trader facilitating the procurement of linked travel arrangements shall, in addition to the provisions of Section 36 of the Combined Travel Services Act, supply the traveller with information on his or her legal rights using the appropriate standard information form from Annex 2. If none of the forms in the Annex corresponds to the particular type of linked travel arrangement, the trader shall supply the traveller with the information contained in the form in some other way.

Section 4

Entry into force

This Decree shall enter into force on 1 July 2018.

Helsinki, 13 March 2018

Minister for Justice
Antti Häkkänen

Expert
Riitta Haapasaari

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].

Following the hyperlink the traveller will receive the following information:

Key rights under Directive (EU) 2015/2302

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the tour operator or the travel intermediary.
- Travellers may transfer their rights under the package travel contract 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 withdraw from the contract. - If the tour operator reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may withdraw from the contract without paying any termination fee and get a full refund of any payments if any of the main features 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 withdraw from the contract without paying any termination fee before the start of the package in the event of extraordinary 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 withdraw from 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 performed 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 significantly affects the performance of the package and the tour operator fails to remedy the problem.

- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or if the performance is defective.

- The tour operator has to provide assistance if the traveller is in difficulty.

- If the tour operator or, in some Member States, the travel intermediary becomes insolvent, payments will be refunded. If the tour operator or, where applicable, the travel intermediary becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. XY has taken out insolvency protection with YZ [the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company]. Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are not performed because of XY's insolvency.

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

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 transport is included in the package, to ensure your repatriation in the event that it becomes/they become insolvent.

Key rights under Directive (EU) 2015/2302

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

- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.

- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the tour operator or the travel intermediary.

- Travellers may transfer their rights under the package travel contract 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 withdraw from the contract. - If the tour operator reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

- Travellers may withdraw from the contract without paying any termination fee and get a full refund of any payments if any of the main features 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 withdraw from the contract without paying any termination fee before the start of the package in the event of extraordinary 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 withdraw from 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 performed 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 significantly affects the performance of the package and the tour operator fails to remedy the problem.

- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or if the performance is defective.

- The tour operator has to provide assistance if a traveller is in difficulty.

- If the tour operator or, in some Member States, the travel intermediary becomes insolvent, payments will be refunded. If the tour operator or, where applicable, the travel intermediary becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. XY has taken out insolvency protection with YZ [the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company]. Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are not performed because of XY's insolvency.

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

Part C

Standard information form where the tour operator transmits data to another trader in accordance with point 5 of the first paragraph of Section 3 of the Combined Travel Services Act

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

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

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

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

Following the hyperlink the traveller will receive the following information:

Key rights under Directive (EU) 2015/2302

- Travellers will receive all essential information about the travel services before concluding the package travel contract.
- There is always at least one 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 tour operator or the travel intermediary.
- Travellers may transfer their rights under the package travel contract 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 withdraw from the contract. - If the tour operator reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may withdraw from the contract without paying any termination fee and get a full refund of any payments if any of the main features 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 withdraw from the contract without paying any termination fee before the start of the package in the event of extraordinary 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 withdraw from 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 performed 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 significantly affects the performance of the package and the tour operator fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or if the performance is defective.
- The tour operator has to provide assistance if a traveller is in difficulty.
- If the tour operator or, in some Member States, the travel intermediary becomes insolvent, payments will be refunded. If the tour operator or, where applicable, the travel intermediary becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. XY has taken out insolvency protection with YZ [the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company]. Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are not performed because of XY's insolvency.

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

Part A**Standard information form where the trader facilitating the procurement of an online linked travel arrangement within the meaning of point 1 of paragraph 1 of Section 4 of the Combined Travel Services Act is a carrier selling a return ticket**

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

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

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

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

Following the hyperlink the traveller will receive the following information:

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

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if the services are not performed because of XY's insolvency.

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

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

Part B

Standard information form where the trader facilitating the procurement of an online linked travel arrangement within the meaning of point 1 of paragraph 1 of Section 4 of the Combined Travel Services Act is a trader other than a carrier selling a return ticket

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

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

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

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

Following the hyperlink the traveller will receive the following information:

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

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if the services are not performed because of XY's insolvency.

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

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

Part C

Standard information form in the case of linked travel arrangements within the meaning of point 1 of paragraph 1 of Section 4 of the Combined Travel Services Act 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] (contact details, including name, geographical address, email and telephone number).

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 not performed because of XY's insolvency.

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

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

Part D

Standard information form where the trader facilitating the procurement of an online linked travel arrangement within the meaning of point 1 of paragraph 2 of Section 4 of the Combined Travel Services Act is a carrier selling a return ticket

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

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

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

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

Following the hyperlink the traveller will receive the following information:

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

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if the services are not performed because of XY's insolvency.

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

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

Part E

Standard information form where the trader facilitating the procurement of an online linked travel arrangement within the meaning of point 2 of paragraph 1 of Section 4 of the Combined Travel Services Act is a trader other than a carrier selling a return ticket

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

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

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

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

Following the hyperlink the traveller will receive the following information:

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

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if the services are not performed because of XY's insolvency.

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

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