

ECONOMY

Decree-Law No 17/2018

of 8 March 2018

This Decree-Law transposes into national law 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.

The purpose of this Directive is to contribute to the proper functioning of the internal market and to the achievement of a high and as uniform as possible level of consumer protection by approximating the laws, regulations and administrative provisions of the Member States in respect of contracts between travellers and traders relating to package travel and linked travel arrangements.

Therefore, the figure of the traveller has been introduced, defined as any person who concludes a package travel contract or a linked travel arrangements contract, as a consumer or a professional, provided that such contracts are not concluded on the basis of a general agreement to organise business travel.

Also transposed is the concept of linked travel arrangements, through which the acquisition of travel services is facilitated, setting out specific information, liability and protection obligations in the event of insolvency, under specific circumstances.

Further clarification is also provided on the concepts of package travel and linked travel arrangements, defining with greater precision the concept of package travel which covers the travel arrangements acquired from different agencies through interconnected online reservation processes.

It also reinforces the right to pre-contract information for travellers wishing to acquire package travel services. As such, the agency is required to provide standardised information which describes the main aspects of the travel arrangements in a clear, comprehensible and prominent manner.

Also established are rules governing changes to the terms of the travel contract and details are provided on rules relating to non-compliance as well as the responsibility of agencies with regard to performance.

Moreover, conditions are broadened with regard to the right to termination which may be exercised before the start of a package, both by travellers and by agencies.

The rules applicable to the Travel and Tourism Guarantee Fund are also adjusted so as to bring them in line with the new guarantee requirements for travellers and the services sold and covered by the Directive. In this regard, the levels of additional contributions have been changed and new bands created based on the volume of services provided by travel and tourism agencies in order to ensure a more equitable distribution instead of the current situation where the effort required by agencies is disproportionate to their size.

Finally, and given that the Directive is transposed through the law governing access to and the pursuit of the activity of tourism and travel agents, the opportunity has been taken to update and clarify a number of regulations in this regime.

The Governments of the Autonomous Regions, the Portuguese Association of Travel and Tourism Agencies, the Portuguese Hotel Association and the Portuguese Association of Hotel Directors were consulted.

The Portuguese National Consumer Council was consulted.

Thus:

In accordance with Article 198(1)(a) of the Constitution, the Government decrees the following:

CHAPTER I

General provisions

Article 1

Purpose and scope

1 — This Decree-Law lays down the arrangements for access to and pursuit of the activity of travel and tourism agents.

2 — This Decree-Law transposes into national law 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.

Article 2

Definitions

1 — For the purposes of this Decree-Law, the following definitions shall apply:

a) ‘general agreement for the arrangement of business travel’, means the contractual relationship between an agency and a natural or legal person as part of their trade, business, craft or profession, with a view to acquiring a range of travel services and/or linked travel arrangements for a specified period;

b) 'travel and tourism agencies', means a natural or legal person acting as an operator and which conducts the activities referred to in Article 3(1);

c) 'unavoidable and extraordinary circumstances' means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken;

d) 'package travel contract' means a contract on the package as a whole or, if the package is provided under separate contracts, all contracts covering the travel services included in the package;

e) 'establishment', means the establishment as defined in Article 4(2) of Decree-Law No 92/2010 of 26 July 2010;

f) 'lack of conformity' means a failure to perform or improper performance of the travel services included in a package;

g) 'start of the package' means the beginning of the performance of travel services included in the package;

h) 'trader' means any natural person or any legal person, irrespective of whether privately or publicly owned, who in contracts covered by this Decree-Law, 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, whether acting in the capacity of organiser, retailer, trader facilitating a linked travel arrangement or as a travel service provider;

i) 'organiser' means a trader who combines and sells or offers for sale packages, either directly or through another trader or together with another trader, or the trader who transmits the traveller's data to another trader in accordance with point 5 of subparagraph (p)(ii);

j) '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;

k) 'repatriation' means the traveller's return to the place of departure or to another place the contracting parties agree upon;

l) 'retailer' means a trader other than the organiser who sells or offers for sale packages combined by an organiser;

m) 'Travel services':

i) carriage of passengers;

ii) accommodation which is not intrinsically part of carriage of passengers and is not for residential purposes;

iii) rental of cars, other motor vehicles within the meaning of Article 3(l) of Decree-Law No 16/2010 of 12 March 2010, in its current wording, or motorcycles requiring a Category A driving licence in accordance with Article 20(1)(c) of Decree-Law No 138/2012 of 5 July 2012, in its current wording;

iv) any other tourist service not intrinsically part of a travel service within the meaning of points (i), (ii) or (iii);

n) 'linked travel arrangement' means at least two different types of travel services purchased for the purpose of the same trip or holiday, not constituting a package, resulting in the conclusion of separate contracts with the individual travel service providers, if a trader facilitates:

i) 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

ii) in a targeted manner, the procurement of at least one additional travel service from another trader where a contract with such other trader is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.

o) 'durable medium' means any instrument which enables the traveller or the trader to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;

p) 'package' means a combination of at least two different types of travel services for the purpose of the same trip or holiday, if:

i) those services are combined by one trader, including at the request of or in accordance with the selection of the traveller, before a single contract on all services is concluded; or

ii) irrespective of whether separate contracts are concluded with different travel service providers, those services are:

- 1) purchased from a single point of sale and those services have been selected before the traveller agrees to pay,
- 2) offered, sold or charged at an inclusive or total price,
- 3) advertised or sold under the term 'package' or under a similar term;
- 4) 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
- 5) purchased from separate traders through linked online booking processes where the traveller's name, payment details and e-mail address are transmitted from the trader with whom the first contract is concluded to another trader or traders and a contract with the latter trader or traders is concluded at the latest 24 hours after the confirmation of the booking of the first travel service;

q) 'traveller' means any person who is seeking to conclude a contract, or is entitled to travel on the basis of a travel contract, more specifically consumers, natural persons travelling on business, as well as members of liberal professions, or self-employed or other natural persons, where they do not make travel arrangements on the basis of a general agreement for business travel packages.

2 — For the purposes of this Decree-Law, package travel and linked travel arrangements are not considered to be:
a) those covering a period of less than 24 hours unless overnight accommodation is included;

b) those where a travel and tourism agency only intervenes as an intermediary in the sale or booking of separate travel services requested by a client;

c) those facilitated, occasionally and on a not-for-profit basis and only to a limited group of travellers;

d) those purchased on the basis of a general agreement to organise business travel.

3 — A combination of travel services where not more than one type of travel service as referred to in paragraph 1(m)(i), (ii) and (iii) is combined with one or more tourist services as referred to in (iv) of the same subparagraph, is not a package if the latter services:

a) do not account for a significant proportion of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination; or

b) are selected and purchased only after the performance of a travel service as referred to in paragraph 1(m)(i), (ii) and (iii) has started.

4 — Arrangements where only one of the types of travel services as referred to in paragraph 1(m)(i), (ii) and (iii), and one or more tourist services as referred to in (iv) of the same subparagraph *m)* are purchased, do not constitute linked travel arrangements if the latter services do not account for a significant proportion of the combined value of the services and are not advertised as, and do not otherwise represent, an essential feature of the trip or holiday.

Article 3

Travel and tourism agency activities

1 — Travel and tourism agencies conduct the following main activities:

a) The organisation and sale of package travel and the provision of linked travel arrangements, where the provider receives payment from a traveller for the services provided by third parties;

b) The representation of other national or foreign travel and tourism agencies, as well as acting as an intermediary in the sale of the respective products;

c) The reservation of services at tourist developments and at local accommodation establishments;

d) The sale of tickets and reservation of seats on any type of transport;

e) Service for receiving, transferring and assisting tourists.

2 — Travel and tourism agencies conduct the following supplementary activities:

a) Obtaining collective identification certificates, visas or other necessary travel documents;

b) Organising congresses and similar events;

c) The reservation and sale of tickets for shows and other public events;

d) The exchange of currency for exclusive use by clients in accordance with the respective governing rules;

e) The provision of intermediary services for vehicle hire without a driver;

f) The sale of travel and luggage insurance as part of other services provided, notwithstanding the provisions of the law governing the conditions for access to and pursuit of insurance and reinsurance brokerage services;

g) The sale of tourism guides and similar publications;

h) Tourism transport provided as part of tourist travel, in accordance with Article 13;

i) The provision of tourism-related services such as organising visits to museums, historical monuments or other places of tourist interest.

3 — Travel and tourism agencies may only sell travel services provided by entities complying with requirements for access to and pursuit of the respective activities in accordance with applicable legislation.

Article 4

Exclusivity

1 — Only the natural or legal persons registered at the National Register of Travel and Tourism Agencies (RNAVT) or which operate in accordance with Article 10 may exercise the activities set out in Article 3(1) in national territory, notwithstanding the provisions of the following points.

2 — The following activities are not covered by the exclusivity reserved for travel and tourism agencies:

a) The direct sale of services by tourist developments, local accommodation establishments, tourist entertainment providers, transport companies and motor vehicle hire companies or any other service provider;

b) Transport of clients by tourist developments, local accommodation establishments and tourist entertainment providers with their own means of transport;

c) The sale of transport company services by their agents or by other transport companies with which they provide combined services;

d) The organisation and sale of linked services, where the provider does not receive payment from a traveller for the services provided by third parties;

e) Simple brokerage in the sale or reservation of separate travel services requested by the client, notwithstanding the provisions of the previous numbered paragraph.

3 — Own means of transport is understood to be those which are the property of the company or those where the company using such means of transport is the lessee.

4 — The provision, by any trader, of linked services in accordance with No 2(d) is subject to the regulations governing the applicable information requirements as set out in Article 34.

Article 5

Designation, name of establishments and use of name

1 — Only the natural and legal persons registered at RNAVT or which operate in accordance with Article 10 may use the designation ‘travel agent’ or ‘travel agency’.

2 — Travel and tourism agencies may not use names of establishments which are identical or similar to those of other already existing agencies, except if duly authorised for the purpose by the respective original holders and without prejudice to industrial property rights.

3 — All travel and tourism agencies are required to display their designation in a clearly visible manner.

4 — Travel and tourism agencies are required to use their designation in all contracts, correspondence, publications, advertising and, in general, in all their commercial activity and, if applicable, their registration number, as well as the location of their registered office, without prejudice to the compulsory references in accordance with the Commercial Companies Code, approved by Decree-Law No 262/86 of 2 September, in its current wording, when applicable.

CHAPTER II

Requirements for access to travel and tourism agency activities

SECTION I

General regime

Article 6

Requirements for access to the activity

1 — Without prejudice to the provisions of Article 10, access to and pursuit of travel and tourism agency activities requires registration at RNAVT by simple prior notification as set out in Article 8(2)(b) of Decree-Law No 92/2010 of 26 July 2010 and further requires compliance with the following:

- a) subscription to the Tourism and Travel Guarantee Fund (FGVT) in accordance with Article 38;
- b) civil liability insurance in accordance with Article 41;

2 — In accordance with Article 11(1)(a) of Decree-Law No 92/2010 of 26 July 2010, there must be no duplication between the conditions for compliance with the requirements laid down in this Decree-Law and equivalent requirements and controls (or comparable ones in terms of their purpose) to which the applicant may already have been subject in national territory or in another Member State.

3 — Agencies not established in a Member State and which sell or propose to sell travel packages in national territory, or which through any means direct such activities at national territory, shall comply with the requirements for access to the activity set out in this Decree-Law.

Article 7

Simple prior notification

1 — Simple prior notification is made via an electronic form available from RNAVT, accessible to the public via the entrepreneur access point as provided for in Decree-Laws Nos 92/2010 of 26 July 2010 and 48/2011 of 1 April 2011, and also available via the Citizen's Gateway and the website of the Portuguese Tourism Board (Turismo de Portugal, I. P.), which identifies:

- a) the applicant;
- b) the owners of the company and its directors or managers, when it is a legal person;
- c) location of the establishments.

2 — Simple prior notification requires the following information:

a) Simple extract of current registrations at the business registry or access code to the respective permanent certificate or, in the case of natural persons, a simple copy of the start of activity declaration;

b) Indication of the name adopted for the travel and tourism agency and brand names to be used with identification of their respective registration numbers at the competent authority or submission of document confirming authorisation to use such brand names, issued by the holding entity;

c) Simple copy of civil liability insurance and confirmation of payment of the respective premium or initial fraction, or confirmation of subscription to a different equivalent financial guarantee, in accordance with Article 41;

d) Simple copy of document confirming subscription at FGVT, in accordance with Article 38, or the provision of equivalent guarantee in another Member State of the European Union or the European Economic Area;

e) Confirmation of payment of fee as referred to in Article 8(4)

3 — When the information referred to in 2(a) to (c) is available on the Internet, submission may be replaced by a declaration from the party concerned stating the web address where such documents may be consulted and authorising such consultation, if necessary.

4 — When the simple prior notification is received by email, a receipt is sent to the sender and a case manager is appointed by Turismo de Portugal, I. P. who shall be responsible for accompanying the process, compliance with deadlines and providing information and clarifications as required.

5 — Should the party concerned not have made the payment referred to in Article 8(4) prior to the submission of the simple prior notification, Turismo de Portugal, I. P. shall notify the said party within five days to make the required payment.

6 — Once the simple prior notification has been correctly processed, the party concerned may start activity, provided that the fee referred to Article 8(4) has been paid.

Article 8

National Register of Travel and Tourism Agencies

1 — Turismo de Portugal, I. P. organises and maintains the National Register of Travel and Tourism Agencies (RNAVT), which contains updated information on the travel and tourism agencies established in national territory and which are registered on the National Tourism Register (RNT). This latter register provides updated information on national tourism supply and is accessible to the public via the entrepreneur access point as provided for in Decree-Laws Nos 92/2010 of 26 July 2010 and 48/2011 of 1 April 2011, and available via the Citizen's Gateway and the Turismo de Portugal, I. P. website.

2 — RNAVT contains:

- a) The identification of the company's representative;
- b) with regard to legal persons, the identification of the company or the corporate designation, the registered office and the tax identification number and the business registry where the company is registered, the equivalent data of the Member State of the European Union or European Economic Area where the main establishment is located or, in the case of natural persons, the respective tax identification number and economic activity code;
- c) the location and contacts of the establishments;
- d) The commercial name of the travel and tourism agency;
- e) The brand names which the company uses;
- f) The total amount of guarantees provided by the travel and tourism agency.

3 — Via the RNAVT, Turismo de Portugal, I. P. shall be notified within 30 days of:

- a) The opening or change of location of establishments or any forms of representation;
- b) Transfer of ownership;
- c) Closure of the establishment's operations;
- d) Closure of the establishment;
- e) Changes to any information in the registration.

4 — A fee of € 750.00 shall be paid to Turismo de Portugal, I. P. for the registration of a travel and tourism agency. This fee is automatically updated every year on 1 March based on the average variation in the Consumer Price Index for the mainland for the previous year, excluding housing, and published by the National Statistics Office (Instituto Nacional de Estatística, I. P.)

Article 9

Public information in the National Register of Travel and Tourism Agencies

1 — Information on irregularities in travel and tourism agency activities, during the period in which such irregularities take place, is provided by Turismo de Portugal, I. P. via RNAVT. This information includes:

- a) Termination of an establishment's operations or closure of the establishment, without the respective notification as provided for in Article 8 (c) and (d);
- b) Termination of activity for a period of time greater than 90 days without reasonable justification;
- c) Non-compliance with the obligation to provide Turismo de Portugal, I. P. with confirmation that the required guarantees have been paid;
- d) Non-replacement of FGVT sums which are the responsibility of the agency pursuant to Article 39(3);
- e) Serious irregularities in the management of travel and tourism agencies or serious non-compliance with regard to suppliers or consumers jeopardising the interests of the said suppliers or consumers or the normal market operating conditions of travel and tourism agencies.

2 — Turismo de Portugal, I. P. shall immediately cancel registration on RNAVT of a travel and tourism agency in the following cases:

- a) Declaration of insolvency, without the respective approved recovery plan, or dissolution;
- b) Failure to provide the confirmation set out in subparagraph c) of the previous numbered paragraph, within five days;
- c) Failure to hold valid insurance;
- d) Failure to replace the sums as set out in Article 9(1)(d).

SECTION II

Special procedures

Article 10

Freedom to provide services

1 — Travel and tourism agencies that are legally established in another Member State of the European Union or the European Economic Area for pursuit of the activity of a travel and tourism agency may occasionally and sporadically pursue that activity on national territory, to which end they are required to submit to Turismo de Portugal, I.P. documentation in a simple form confirming that they have organised securities equivalent to those provided for in Articles 37, 38, 41 and 42.

2 — Entities operating in accordance with that set out in the preceding point remain subject to the other conditions for pursuing activity that apply to them and specifically to those set out in Article 5(3), (4) and (5) and Articles 14 to 36.

Article 11

Social Economy Institutions

1 — Associations, charities, social economy institutions, cooperatives and other non-profit entities may organise trips without being required to be registered on the National Register of Travel and Tourism Agencies (RNAVT)], provided that they meet the following cumulative requirements:

- a) the organisation of trips is not for the purpose of making profits;
- b) the trips organised are sold solely and exclusively to their members or associates and not to the general public;
- c) the trips only take place occasionally or sporadically;
- d) the trips are not advertised to the general public.

2 — For the purposes of the provisions of c) in the previous numbered paragraph, trips are understood to be occasional and sporadic when they do not exceed five per year.

3 — The entities referred to in No 1 are required to have civil liability insurance covering the risks arising from the trips to be taken.

4 — The rules set out in Article 41, with the necessary adaptations, apply to the civil liability insurance mentioned in the previous numbered paragraph.

Article 12

Pursuit of tourist entertainment activities

1 — The pursuit of tourist entertainment by travel and tourism agencies requires the provision of the guarantees laid down in Decree-Law No 108/2009 of 15 May 2009, in its current wording, compliance with the respective requirements for each type of activity and registration in the National Register of Tourist Entertainment Agents (RNAAT) in accordance with that set out in the abovementioned Decree-Law, without prejudice to the provisions of the following numbers.

2 — Requests for registration in the RNAAT by travel and tourism agencies require the documents set out in Article 11(3)(d) to (g) of Decree-Law No 108/2009 of 15 May 2009, in its current wording.

3 — Travel and tourism agencies are exempt from payment of the fee due for registration in the RNAAT.

Article 13

Public road transporters

1 — During tourist travel and when receiving, transferring and assisting tourists, travel and tourism agencies may use their own means of transport or those which they lease. When vehicles are involved with a capacity of more than nine seats, compliance shall be observed with requirements for access to the profession of domestic or international public road transport of passengers in accordance with applicable legislation, without prejudice to the provisions of the following numbers.

2 — For the purpose of confirmation of the financial capacity required for access to the profession of domestic or international public road transport of passengers governed by Decree-Law No 3/2001 of 10 January 2001, in its current wording, in the case of travel and tourism agencies, the value of equity capital is € 100 000.00.

3 — For the purpose of confirmation of professional capacity required for access to the profession of domestic or international public road transport of passengers, the provisions of Article 7(1)(b) of Decree-Law No 3/2001 of 10 January 2001, in its current wording, apply to travel and tourism agencies pursuing the activity set out in Article 3(2)(h).

4 — Travel and tourism agencies accessing the profession of domestic or international public road transport of passengers may undertake all types of occasional transport with heavy passenger vehicles.

5 — The travel and tourism agencies as provided for in No 1 may hire means of transport from other agencies.

CHAPTER III

Pursuit of travel and tourism agency activity

SECTION I

General principle

Article 14

Complaints book

1 — Travel and tourism agencies are required to provide a complaints book in accordance with the conditions set out in Decree-Law No 156/2005 of 15 September 2005, in its current wording.

2 — The top copy of the complaint form shall be sent to Turismo de Portugal, I. P. by the person responsible for the travel and tourism agency.

SECTION II

Travel

Article 15

Information requirements

1 — Prior to selling travel arrangements, travel and tourism agencies are required to inform, in writing or in any other suitable manner, clients travelling abroad with regard to the need for:

- a) Identification documents;
- b) Passports;
- c) Visas and legal time limits for obtaining them;
- d) Health formalities;
- e) Should the trip be undertaken in the territory of Member States of the European Union or the European Economic Area, the documentation required for medical or hospital care in the event of accident or illness.

2 — When a written contract is compulsory, the agency shall also inform clients of all the clauses to be included in such contracts.

3 — The provision of the travel programme to the client which includes the information referred to in the previous numbered paragraphs is considered suitable.

4 — Any travel description as well as the respective price and other contract conditions shall not contain misleading or deceptive information.

Article 16

Ancillary obligations

1 — Agencies shall provide clients with all the necessary documents to obtain the service sold.

2 — When any service is sold, agencies shall provide clients with documentation setting out the object and characteristics of the service, the dates the service is to be provided, the price and the payments already made, except when such information is included in the documents referred to in the previous numbered paragraph and no changes have been made.

SECTION III

Package travel

Article 17

Pre-contractual information

1 — Before a traveller is bound by a package travel contract or a corresponding proposal, travel and tourism agencies are required to provide the traveller with standardised information via the information documents set out in parts A or B of Annex II to this Decree-Law and which are an integral part thereof and, when applicable, the following information:

- a) the main characteristics of the package travel:

- i) the travel destination(s), itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included;
- ii) the means, characteristics and categories of transport, the points, dates and time of departure and return, the duration and places of intermediate stops and transport connections.
- iii) the approximate time of departure and return, when an exact time has not been defined;
- iv) the location, main features and tourist category of the accommodation under the rules of the country of destination;
- v) the meal plan;
- vi) visits, excursions or other services included in the total price agreed for the package;
- vii) the provision of group travel services, and, whenever possible, the approximate size of the group, in the event that this is not evident from the context;
- viii) the language in which other tourist services are provided, should benefiting from such provision be dependent on effective oral communication;
- ix) if the trip or holiday is, generally, suitable for people with reduced mobility;
- x) at the request of the traveller, precise information on the suitability of the trip or holiday, given the traveller's needs;

b) the trading name and geographical address of the travel and tourism agency, their registration number in RNAVT, as well as their telephone numbers and, where applicable, e-mail address;

c) the total price of the package inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance of the conclusion of the contract, an indication of the type 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 package to take place and the time-limit before the start of the package for the possible termination of the contract if that number is not reached, in accordance with Article 27(2);

f) general information on civil identification documents, passport and visa requirements for the package travel, including approximate periods for obtaining visas and information on health formalities of the country of destination;

g) information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate termination fee, or, where applicable, the standardised termination fees requested by the travel and tourism agency, which may not be greater than the price of the package minus the cost savings and income from alternative deployment of the travel services, values which shall be justified should the traveller request termination;

h) information on optional or compulsory insurance to cover the cost of termination of the contract by the traveller or the cost of assistance, including repatriation, in the event of accident, illness or death.

2 — For package travel contracts concluded by telephone, the travel and tourism agency shall provide the traveller on a durable medium with the standard information set out in Part B of Annex I to this Decree-Law, and the information set out in points (a) to (h) of the previous numbered paragraph.

3 — With reference to packages acquired from different travel and tourism agencies via online linked booking processes, as provided for in Article 2(1)(p)(ii)(5), the intervening agencies shall ensure that each of them provides, before the traveller is bound by a contract or any corresponding offer, the information set out in points 1(a) to (h), in so far as it is relevant for the respective travel services they offer. They shall also provide, at the same time, the standard information by means of the form set out in Part C of Annex II to this Decree-Law.

4 The information referred to in the previous numbered paragraphs shall be provided in a clear, comprehensible and prominent manner. Where such information is provided in writing, it shall be legible.

Article 18

Travel programmes

1 — Travel and tourism agencies which advertise travel packages may provide programmes when requests are received.

2 — Travel programmes, if any, shall include in a clear, precise and legible manner, the standard information by means of the relevant form as set out in Parts A and Part B of Annex II to this Decree-Law, and, where applicable, with the information referred to in 1(a) to (h) of the previous article.

Article 19

The binding nature of pre-contractual information

1 — The information provided to the traveller pursuant to points (a), (c), (d), (e) and (g) of Article 17 through travel programmes, shall form an integral part of the package travel contract and shall not be altered unless the contracting parties expressly agree otherwise.

2 — The travel and tourism agency 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.

3 — If the travel and tourism agency has not complied with the information requirements on additional fees, charges or other costs as referred to in Article 17(1)(c) before the conclusion of the package travel contract, the

traveller shall not bear those fees, charges or other costs.

Article 20

Content of the package travel contract and documents to be supplied

1 — Package travel contracts shall be in plain and intelligible language and, in so far as they are in writing, legible.

2 — The contract is considered to be concluded when the traveller is provided with the reservation document, programme, when applicable, and respective standardised information, provided that payment for the travel has been made. This shall include partial payment.

3 — The contract or its confirmation sets out the full content of the agreement and the travel and tourism agency is obliged to provide timely compliance. The contract shall include the information set out in Article 17(1) and the following items:

- a) special requirements of the traveller which the agency has accepted;
- b) information that the travel and tourism agency is responsible for the proper performance of all travel services included in the contract in accordance with Article 35; and obliged to provide assistance if the traveller is in difficulty in accordance with Article 30.
- c) the name of the entity in charge of the insolvency protection and its contact details, including its geographical address, and, where applicable, the name of the competent authority concerned for that purpose and its contact details;
- d) the name, address, telephone number, e-mail address and, where applicable, the fax number of the travel and tourism agency's local representative or of a contact point which enables the traveller to contact the agency quickly and communicate with him efficiently, to request assistance when the traveller is in difficulty or to complain about any lack of conformity perceived during the performance of the package;
- e) information that the traveller is required to communicate any lack of conformity which he perceives during the performance of the package in accordance with Article 28(1);
- f) where minors, unaccompanied by a parent or another authorised person, travel on the basis of a package travel contract which includes accommodation, information enabling direct contact with the minor or the person responsible for the minor at the minor's place of stay;
- g) information on available in-house complaint handling procedures and on alternative dispute resolution (ADR) mechanisms and, where applicable, on the ADR entity by which the travel and tourism agency is covered, in accordance with Law No 144/2015 of 8 September 2015 in its current wording, and on the online dispute resolution platform pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council;
- h) information on the traveller's right to transfer the contract and the respective terms and conditions.

4 — At the conclusion of the package travel contract or without undue delay thereafter, the travel and tourism agency 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.

5 — With respect to off-premises contracts as defined in Article 3(g) of Decree-Law No 24/2014 of 14 February 2014, in its current wording, a copy or confirmation of the package travel contract shall be provided to the traveller on paper or, if the traveller agrees, on another durable medium.

6 — With reference to packages acquired from different travel and tourism agencies via online linked booking processes, as provided for in Article 2(1)(p)(ii)(5), the travel and tourism agencies to which data is transmitted shall inform the agency at which the service was first requested that a contract was concluded which led to the creation of a package trip and they shall also provide the necessary information so that this agency may comply with its obligations.

7 — In the cases referred to in the previous numbered paragraph, as soon as the agency at which the service was first requested is informed that a package trip was created, it shall provide the traveller with the information set out in 3(a) to (h) on a durable medium.

8 — The information referred to in Nos 3, 6 and 7 shall be provided in a clear, comprehensible and prominent manner.

9 — In good time before the start of the package, the travel and tourism agency shall provide the traveller with the necessary receipts, vouchers and tickets, information on the scheduled times of departure and, where applicable, the deadline for check-in, as well as the scheduled times for intermediate stops, transport connections and arrival.

Article 21

Burden of proof

As regards compliance with the information requirements laid down in this Chapter, the burden of proof shall be on the travel and tourism agency.

Article 22

Transfer of the package travel contract to another traveller

1 — Travellers may, after giving the travel and tourism agency notice in writing up to seven days before the start of the package, transfer the package travel contract to a person who satisfies all the conditions applicable to that contract.

2 — The transferor of the package travel contract and the transferee shall be jointly and severally liable for the payment of the balance due and for any additional fees, charges or other costs arising from the transfer.

3 — The travel and tourism agency shall inform the transferor of the about the actual costs of the transfer. Those costs shall not exceed the actual cost incurred by the travel and tourism agency due to the transfer and be duly substantiated.

4 — The travel and tourism agency shall provide the transferor with proof of the additional fees, charges or other costs arising from the transfer of the package travel contract.

5 — The travel and tourism agency shall notify the service providers of the transfer of the contract with a view to compliance with the contract.

Article 23

Alteration of the price of package travel

1 — The price of package travel may not be increased after the contract has been concluded, except in the situations provided for in the following points.

2 — The travel and tourism agency may increase the price at the latest 20 days before the start of the package, if the following are cumulatively met:

a) the package travel contract expressly stipulates that the traveller shall have the right to a price reduction in accordance with point No 5, in which case the exact rules shall be determined for calculating the alteration;

b) the alteration results directly from variations in:

i) the price of the carriage of passengers resulting from the cost of fuel or other power sources;

ii) the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports;

iii) the exchange rates relevant to the package.

3 — The price increase in the previous numbered paragraph shall only be possible if the traveller is notified by the travel and tourism agency in a clear and comprehensible manner and provided with justification for such an increase and the respective calculations on a durable medium.

4 — If the price increase referred to in No 2 exceeds 8 % of the total price of the package, points 2 to 6 of the following Article shall apply.

5 — If the package travel contract stipulates the possibility of price increases, the traveller shall also have the right to a price reduction corresponding to any decrease in the costs referred to in point 2(b) that occurs after the conclusion of the contract and before the start of the package. The travel and tourism agency shall have the right to deduct actual administrative expenses from the refund owed to the traveller and at the traveller's request, provide proof of those administrative expenses.

Article 24

Alteration of other package travel contract terms

1 — The travel and tourism agency is bound to the terms of the package travel contract terms and may not change them, without prejudice to the provisions of the previous article, unless the following are cumulatively met:

a) the package travel contract expressly provides for this possibility;

b) the change is insignificant; and

c) the travel and tourism agency 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 travel and tourism agency is constrained to significantly alter any of the main characteristics of the travel services as referred to Article 17(1)(a) or cannot fulfil the special requirements as referred to in Article 20(3)(a), or proposes to increase the price of the package by more than 8 % in accordance with Article 23(4), the traveller may within a reasonable period specified by the travel and tourism agency:

a) accept the proposed change;

b) terminate the contract without paying a termination fee and receive a refund for the sums paid pursuant to No 6.

3 — In the case as provided for in (b) of the previous numbered paragraph, the traveller may accept a substitute package where this is of an equivalent or a higher quality. 4 — In the cases as provided for in No 2, the travel and tourism agency shall without undue delay inform the traveller in a clear, comprehensible and prominent manner on a durable medium of:

a) the proposed changes and their impact on the price of the package, in accordance with No 5;

b) a reasonable period within which the traveller has to inform the travel and tourism agency of his decision;

c) the consequences of the traveller's failure to respond within the period referred to in the previous subparagraph; and

d) where applicable, the offered substitute package and its price.

5 — Where the changes to the package travel contract referred to in No 2 or the substitute package referred to in No 3 result in a package of lower quality or cost, the traveller shall be entitled to an appropriate price reduction.

6 — If the package travel contract is terminated pursuant to point 2(b), and the traveller does not accept a substitute package, the travel and tourism agency shall refund all payments made within 14 days after the contract is terminated.

Article 25

Termination of the package travel contract by the traveller

1 — The traveller may terminate the package travel contract at any time before the start of the package.

2 — In the event that the travel contract is terminated under the previous numbered paragraph, the traveller may be required to pay an appropriate and justifiable termination fee to the travel and tourism agency, established in the contract, calculated based on the time of the termination of the contract before the start of the package and the cost savings and income from alternative deployment of the travel services.

3 — In cases where a termination fee is not established in the contract, 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 travel and tourism agency shall provide a justification for the amount of the termination fees.

4 — The traveller shall have the right to terminate the package travel contract before the start of the package without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the performance of the package, or which significantly affect the carriage of passengers to the destination.

5 — In the event of termination of the package travel contract under the previous numbered 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. The travel and tourism agency shall be responsible for this refund.

6 — The travel and tourism agency shall be jointly and severally liable for the obligation set out in the previous numbered paragraph, without prejudice to the right of recourse, in accordance with general applicable terms.

7 — The travel and tourism agency shall provide a referred in the cases referred to in Nos 1 to 3, for all payments made, minus the termination fee, within a maximum of 14 days after the termination of the travel contract.

Article 26

Right to withdraw

1 — With respect to off-premises contracts, the traveller has the right to withdraw from the package travel contract within a period of 14 days without giving any reason.

2 — Off-premises contracts are considered to be those which are concluded in the simultaneous physical presence of the supplier of the goods or services and the traveller at a location other than commercial establishment of the former, in accordance with that set out in Decree-Law No 24/2014 of 14 February 2014, in its current wording.

3 — The right provided for in No 1 does not apply to package travel contracts concluded at duly identified travel and tourism agency stands at tourism fairs.

Article 27

Termination of the package travel contract by the agency

1 — The travel and tourism agency may terminate the contract in the following cases:

- a) the number of persons enrolled for the package is smaller than the minimum number stated in the contract; or
- b) the organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances

2 — In the case set out in (a) of the previous numbered paragraph, the travel and tourism agency is required to notify the traveller of the termination of the contract within the time stipulated in the said contract and no later than:

- a) 20 days before the start of the package in the case of trips lasting more than six days;
- b) seven days before the start of the package in the case of trips lasting between two and six days;
- c) 48 hours before the start of the package in the case of trips lasting less than two days;

3 — In the case set out in 1(b), the travel and tourism agency is required to notify the traveller of the termination of the contract without undue delay before the start of the package.

4 — Termination of the under No 1, and when the obligations set out in Nos 2 and 3 are complied with, the traveller is entitled to full refund of payments made, but not entitled to additional compensation.

5 — The travel and tourism agency shall refund the sums as required under the previous numbered paragraph within a maximum of 14 days after the termination of the travel contract.

6 — The organising travel and tourism agency shall be responsible for the refund set out in the previous numbered paragraph in the situation provided for in 1(b).

7 — The travel and tourism agency shall be jointly and severally liable for the obligation set out in the previous numbered paragraph, without prejudice to the right of recourse, in accordance with general applicable terms.

Article 28

Non-compliance

1 — Any lack of conformity in the performance of the travel service included in the package travel contract shall be communicated to the travel and tourism agency in writing or in some other suitable manner within a reasonable time.

2 — The travel and tourism agency shall remedy the lack of conformity, except when this is impossible or would entail disproportionate costs, taking into account the value of the services affected and the relevance of the lack of conformity in question.

3 — In the situations provided for in the previous numbered paragraph, the client has the right to be refunded for the difference between the price of the planned services and those actually supplied. The client shall also be compensated in accordance with that set out in the following article.

4 — In the event that a significant part of the travel arrangement cannot be provided as agreed in the package contract, the travel and tourism agency shall propose suitable alternatives, at no additional cost to the traveller, whenever possible of an equivalent or higher quality to that specified in the contract, so as to provide continuity to the package travel, including the return of the traveller to the place of departure if this is not ensured as agreed.

5 — If the travel arrangement proposed by the travel and tourism agency are of a quality lower than that provided for in the contract, the agency shall grant the traveller a suitable reduction in the price of the trip.

6 — The traveller may reject the proposed travel arrangements only if they are not comparable to what was agreed in the package travel contract or if the price reduction referred to in the previous numbered paragraph is inadequate.

7 — If it is impossible to make alternative arrangements or the traveller rejects the proposed alternative arrangements in accordance with the previous numbered paragraph, the traveller is, where appropriate, entitled to price reduction and/or compensation for damages in accordance with the following Article, without terminating the package travel contract.

8 — When the travel and tourism agency does not provide the provision of services in due time which are equivalent to those contracted or remedy of any lack of conformity, provided that the agency is notified in accordance with that set out in point 1, the traveller may remedy such lack of conformity and request a refund of the expenses incurred from the travel and tourism agency.

9 — The refund for expenses incurred by the traveller in accordance with that set out in the previous numbered paragraph, includes expenditure for the contracting of third party accommodation and transport services not included in the contract.

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

11 — If the package includes carriage of passengers and the lack of conformity substantially affects the performance of the package, when the continuation of the trip is seen to be impossible or the traveller refuses the alternatives proposed under No 6, the travel and tourism agency shall supply, at no extra cost, an equivalent means of transport which allows the traveller to return, without undue delay, to the place of departure or other agreed location.

Article 29

Price reduction and compensation for damages

1 — The traveller shall be entitled to a reduction in the price for all of the period in which the lack of conformity persists, except if the travel and tourism agency proves that such lack of conformity is attributable to the traveller.

2 — The traveller shall be entitled, without undue delay, to compensation for any damage suffered as a result of any lack of conformity, except if the travel and tourism agency proves that such lack of conformity is

- a) attributable to the traveller;
- b) attributable to a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable; or
- c) due to unavoidable and extraordinary circumstances.

3 — Entitlement to compensation or price reduction in accordance with this Decree-Law does not affect the Travellers' rights pursuant to Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004, Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007, Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009, Regulation (EU) No 1177/2010 of the European Parliament and of the Council of 24 November 2010 and Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011, and pursuant to international conventions. Travellers shall be entitled to submit complaints in accordance with this Decree-Law and the abovementioned regulations and international conventions.

4 — Compensation or price reduction granted under this Directive and the compensation or price reduction granted under the regulations and international conventions referred to in the previous numbered paragraph shall be deducted from each other in order to avoid overcompensation.

5 — The right to submit complaints pursuant to this article expires after two years.

Article 30

Assistance for travellers

1 — If the traveller is in difficulty during the trip, or when due to reasons not attributable to him, he is unable to

terminate the package travel, the travel and tourism agency is obliged to give appropriate assistance. Such assistance shall include:

- 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 travel and tourism agency may charge a reasonable fee for this assistance if the difficulty has been deliberately caused by the traveller or due to his negligence, which may not in any circumstances exceed the costs actually incurred by the agency.

3 — If due to unavoidable and exceptional circumstances, the traveller is unable to return, the organising travel and tourism agency shall bear the cost of the necessary accommodation, if possible in an equivalent category, for a period not exceeding three nights per traveller.

4 — The travel and tourism agency shall be jointly and severally liable for the obligation set out in the previous numbered paragraph, without prejudice to the right of recourse, in accordance with general applicable terms.

5 — Where longer periods are provided for in Union passenger rights legislation applicable to the relevant means of transport for the traveller's return, the periods set out in No 3 shall be increased in line with such legislation.

6 — The limitation of costs referred to in No 7 shall not apply to persons with reduced mobility or any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that the travel and tourism agency has been notified of their particular needs at least 48 hours before the start of the package.

7 — The travel and tourism agency may not invoke unavoidable and extraordinary circumstances to limit the liability under No 3 if the relevant transport provider may not rely on such circumstances under applicable Union legislation.

Article 31

Insolvency protection

1 — In cases where the services contracted are not performed as a result of the insolvency of the travel and tourism agency, the said agency shall refund all payments made by travellers or on their account.

2 — If the carriage of passengers is included in the package travel contract, the travel and tourism agency shall also provide for the repatriation of travellers.

3 — Without prejudice to the previous numbered paragraph, the travel and tourism agency may propose the continuation of the trip to the traveller.

4 — For travel services that have not been performed, refunds shall be provided without undue delay after the traveller's request.

Article 32

Other Bonds

Without prejudice to the joint liability provided for in Article (35)(3), should the organising travel and tourism agency be established outside the European Economic Area, the retail travel and tourism agency established in national territory shall be subject to the obligations applicable to organising travel and tourism agencies provided for in Articles 28, 29, 30 and 31, unless the retailer provides evidence that the organiser complies with the conditions laid down in these Articles.

Article 33

Contact with the organising agency through a retail agency

1 — The traveller may address messages, requests or complaints in relation to the performance of the package directly to the retail travel and tourism agency through which it was purchased. The retailer shall forward those messages, requests or complaints to the organising travel and tourism agency without undue delay.

2 — For the purpose of compliance with time-limits or limitation periods, receipt of the messages, requests or complaints referred to in the previous numbered paragraph by the retail travel and tourism agency shall be considered as receipt by the organising travel and tourism agency.

SECTION IV

Linked travel arrangements

Article 34

Information requirements and protection in the event of insolvency

1 — Before the traveller is bound by any contract leading to the creation of a linked travel arrangement or any corresponding offer, the trader facilitating linked travel arrangements, including where the trader is not established in a Member State but, by any means, directs such activities in national territory, shall state in a clear, comprehensible and prominent manner that the traveller:

- a) will not benefit from any of the rights applying exclusively to packages under this Decree-Law 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 No 3.

2 — In order to comply with the previous numbered paragraph, the trader facilitating a linked travel arrangement shall provide the traveller with that information by means of the relevant standard form set out in Annex III to this Document, of which it is an integral part or, where the particular type of linked travel arrangement is not covered by any of the forms set out in that Annex, provide the information contained therein.

3 — Travel and tourism agencies facilitating linked travel arrangements pursuant to the provisions of Article 3(1)(a) shall provide security for the refund of all payments they receive from travellers insofar as a travel service which is part of a linked travel arrangement is not performed as a consequence of their insolvency.

4 — If such travel and tourism agencies as referred to in the previous numbered paragraph are the party responsible for the carriage of passengers, the security shall also cover the traveller's repatriation.

5 — Article 6(3) and Article 31(2) to (4) apply with due adaptations.

6 — Where the trader facilitating linked travel arrangements has not complied with the requirements set out in the previous numbered paragraphs, the rights and obligations laid down in Articles 22, 25, 26, 27, 28, 29, 30 and 33 shall apply in relation to the travel services included in the linked travel arrangement.

7 — Where a linked travel arrangement is the result of the conclusion of a contract between a traveller and a travel and tourism agency which does not facilitate the linked travel arrangement, that travel and tourism agency shall inform the travel and tourism agency facilitating the linked travel arrangement of the conclusion of the relevant contract.

CHAPTER IV

The responsibilities of travel agencies

Article 35

General principles

1 — Travel and tourism agencies shall be liable with respect to their clients for the performance of the travel services included in the travel contract, without prejudice to the provisions of the following points.

2 — Where package travel is involved, travel and tourism agencies also be liable with respect to their clients, even when the services are to be performed by third parties and without prejudice to right of recourse in accordance with general applicable terms.

3 — In the case of package travel, organising travel and tourism agencies are jointly liable with the retail agencies.

4 — With regard to the remaining travel services, travel and tourism agencies are responsible for the proper issuing of Accommodation and transport vouchers and also for the culpable selection of the service providers, should they not have been suggested by the client.

5 — Travel and tourism agencies which intervene as intermediaries in sales or bookings of separate travel services shall be liable for errors in the issuing of the respective vouchers, including for any errors due to technical defects in the booking system which are attributable to them.

6 — Travel and tourism agencies shall be liable for any errors due to technical defects in the booking system which are attributable to them and, where they have agreed to arrange the booking of a package or of travel services which are part of linked travel arrangements, for any errors made during the booking process.

7 — Travel and tourism agencies shall not be liable for booking errors which are attributable to the traveller or which are caused by unavoidable and extraordinary circumstances.

Article 36

Limits

1 — The liability of the travel and tourism agency is limited to the maximum amount which can be demanded of service providers, in accordance with the Montreal Convention of 28 May 1999 on international carriage by air, and the Berne Convention of 1961 on carriage by rail.

2 — With respect to maritime transport, the liability of travel and tourism agencies in relation to their clients for the provision of transport services, or accommodation, where applicable, by maritime transport companies, in the event of damage resulting from negligence by such companies, has the following limits:

- a) € 441 436.00 in the event of death or personal injury;
- b) € 7 881.00 in the event of total or partial loss of luggage or damage to luggage;
- c) € 31 424.00 in the event of loss of motor vehicle, including the luggage therein;
- d) € 10 375.00 in the event of loss of luggage, accompanied or otherwise, contained in a motor vehicle;
- e) € 1 097.00 for damage to luggage resulting from damage to the motor vehicle.

3 — The liability limits of travel and tourism agencies for damage, destruction or loss of luggage or other items at tourist accommodation establishments, during the client stay are:

- a) € 1 397.00 in total;
- b) € 449.00 per item;
- c) The value declared by the client with respect to items left in the care of the tourist accommodation

establishment.

4 — Travel and tourism agencies have the right to recourse with regard to suppliers of goods and services in relation to the sums paid in compliance with the compensation obligation provided for in the previous numbered paragraphs, in accordance with general applicable terms.

5 — The travel contract may limit the compensation to be paid, provided that such limit does not apply to personal injuries or damages caused deliberately or due to negligence and does not represent less than three times the total price of the package travel.

CHAPTER V

Travellers' guarantees

Article 37

Tourism and Travel Guarantee Fund

1 — The Tourism and Travel Guarantee Fund (FGVT), created by Decree Law No 61/2011 of 6 May 2011 in its current wording, shall remain in force and is governed by the rules set out in this Decree-Law.

2 — The FGVT has legal personality and administrative, property and financial autonomy, and is jointly and severally liable for the payment of travellers' claims arising from breach of services contracted from travel and tourism agencies.

3 — The FGVT has a minimum amount of € 4 000 000.00 and is formed by the values referred to in the following Article.

4 — The FGVT is jointly and severally liable for travellers' claims in relation to services contracted from travel and tourism agencies, and shall be used to meet:

a) refunds for payments made to travellers or on their account where the services contracted are not provided due to the insolvency of a travel and tourism agency;

b) the refund of sums paid by travellers with regard to non-compliance or defective compliance with contracts concluded with travel and tourism agencies;

c) the refund of additional expenses incurred by clients as a result of the non-provision of services or defective provision.

5 — Travellers who are not covered by a general agreement for the organisation of business travel may submit claims to the FGVT.

6 — Excluded from the scope of the FGVT is the payment of travellers' claims:

a) relating to the isolated purchase of air travel tickets;

b) relating to travel on the basis of a general agreement for the organisation of business travel.

7 — The State shall be responsible for the management of the FGVT, represented by Turismo de Portugal, I. P., with the non-remunerated support of a general board which includes representatives from travel and tourism agencies, under terms to be regulated by a Ministerial Implementing Order issued by the member of government responsible for tourism.

8 — Management of the FGVT may be assigned by Turismo de Portugal, I. P., after consultation with the general board of the FGVT to a financial institution in compliance with applicable regulations on public procurement.

9 — The revenue deriving from the management of the Travel Agency Guarantee Fund (FGVT) accrues to the Fund.

Article 38

Financing of the Tourism and Travel Guarantee Fund

1 — The FGVT shall be financed by travel and tourism agencies by means of a single contribution of € 2 500.00 payable on entry to the National Register of Travel and Tourism Agencies (RNAVT).

2 — Whenever the FGVT falls below € 3 000 000.00, Turismo de Portugal, I.P shall instruct travel and tourism agencies to make an additional contribution under the terms of the single table in Annex I to this Decree-Law, of which it is an integral part, and in the proportion established until the FGVT returns to the minimum of € 4 000 000.00.

3 — The contribution referred to in the preceding numbered paragraph must be paid within 30 days from the date of notification from Turismo de Portugal, LP., and on the same occasion the agency must make access available to the Simplified Company Information (IES) submitted for tax purposes as proof of its turnover and for determination of the scale that applies and the respective amount to be contributed according to the preceding numbered paragraph.

Article 39

Triggering the Tourism and Travel Guarantee Fund

1 — Travellers interested in claiming payment on grounds of breach of contracts entered into with travel and

tourism agencies may call on the FGVT to intervene, to which end they must submit a request to Turismo de Portugal, I.P., accompanied by one the following:

- a) final judicial sentence or arbitration decision indicating the correct, net amount owed;
- b) decision by the customer ombudsman of the Portuguese Association of Travel and Tourism Agencies (APAVT) indicating the correct, net amount owed, provided that such ombudsman is registered on the list of entities for Alternative Dispute Resolution in accordance with Law No 144/2015 of 8 September 2015, in its current wording;
- c) a request asking for the intervention of the arbitration commission referred to in the following Article, complete with documents corroborating the alleged facts and identification of the organising and retail travel and tourism agencies involved.

2 — Turismo de Portugal, I. P. shall notify the organising and retail travel and tourism agencies responsible for paying the amount due within 10 days, before triggering the FGVT.

3 — In the absence of payment pursuant to the previous numbered paragraph, the FGVT shall make the payment, and the responsible travel and tourism agencies shall replace the amount used within a maximum of 15 days after the date of payment by the FGVT.

4 — The request referred to in 1(c) shall be submitted, unless a longer deadline is provided for in the contract, within 60 days after:

- a) the end of the trip;
- b) the cancellation of the trip when attributable to the travel and tourism agency;
- c) the date when it becomes known that it is impossible for the trip to go ahead due to a fact attributable to the travel and tourism agency;
- d) the closure of the establishments.

5 — The time limit referred to in the previous numbered paragraph is considered to have been observed provided that the client:

- a) makes a complaint in the complaints book;
- b) sends a complaint in any written form either to the travel and tourism agency, Turismo de Portugal, I. P., the Authority for Economic and Food Safety (ASAE), the Directorate-General of the Consumer, Municipal Consumer Information Centres, Consumer Conflict Arbitration Centres, the Client Ombudsman for Travel and Tourism Agencies or to any entity with competence in this regard.

6 — For each case dealt with by the Arbitration Commission as provided for in the following Article, an administrative fee shall be paid which reverts to the FGVT, under terms to be regulated by a Ministerial Implementing Order issued by the members of government responsible for finance and tourism.

Article 40

Arbitration Commission

1 — The request provided for in Article 39(1)(c) shall be analysed by a conflict resolution commission referred to as an Arbitration Commission, called by the president of Turismo de Portugal, I. P., within 10 days after the receipt of the request.

2 — This Commission shall consist of:

- a) one representative of Turismo de Portugal, I. P., who shall preside;
- b) one representative of APAVT;
- c) one representative of the consumer defence association; or
- d) one representative of a suitable entity for the defence of travellers, when such travellers are not consumers.

3 — The suitable entity for the defence of travellers who are not consumers, pursuant to subparagraph *d)* above, shall be appointed by Turismo de Portugal, I. P.

4 — Travel and tourism agencies and travellers may, should they so wish, be legally represented at the Arbitration Commission.

5 — The Arbitration Commission shall decide within a maximum of 20 days after being convened. Decisions shall be made by a majority of the members present, with the president having the casting vote.

6 — The Arbitration Commission is an Alternative Dispute Resolution entity and is subject to the provisions and regime provided for in Law No 144/2015 of 8 September 2015 in its current wording, and Law No 63/2011 of 14 December 2011.

Article 41

Civil liability insurance

1 — Travel and tourism agencies are required to have a civil liability insurance covering the risks arising from their activity which ensure the reimbursement of claims for personal injury and damage to property caused to clients or third parties by actions or omissions of the agency or its representatives.

2 — The civil liability insurance shall also cover as an additional risk:

- a) the repatriation of clients and their assistance pursuant to Article 30;

- 3 medical assistance and the medicinal products required in the event of accident or illness occurring during a trip, including such medicinal products necessary after the trip has concluded.
- 4 — The minimum amount to be covered by the insurance is € 75 000.00 per claim.
- 5 — The standard insurance policy, concluded under Portuguese law, shall be approved by the Insurance and Pension Fund Supervisory Authority.
- 6 — Subscription to any other financial guarantee in accordance with Article 13(2) and (3) of Decree-Law No 92/2010 of 26 July 2010 shall be considered equivalent to the insurance referred to in the previous numbered paragraphs.

Article 42

Exclusion of civil liability insurance coverage

- 1 — Excluded from civil liability insurance coverage are:
- a) damage caused to the legal representatives of travel and tourism agencies in the performance of their duties;
 - b) Damages caused by the client or unrelated third parties to the supply of the services.
- 2 — The following may be excluded from the insurance:
- a) Damage caused by accidents occurring with means of transport not belonging to the travel and tourism agency, provided that the carrier has the insurance required for that means of transport;
 - b) Loss, damage or theft of luggage or valuables left by the client in the care of the travel and tourism agency.

CHAPTER VI

Inspection and penalties

Article 43

Competent inspection entity

- 1 — Without prejudice to the competences assigned to other entities, ASAE shall be responsible for inspecting compliance with the provisions of this Decree-Law as well as for instigating the respective administrative offence proceedings.
- 2 — The administrative and police authorities shall provide ASAE with support in the performance of its duties. 3 — All the necessary information for the performance of inspection activities shall be provided to the Inspection teams.

Article 44

Reporting obligation

- 1 — All authorities and their agents shall report any infringements to this Decree-Law and the respective regulatory provisions to ASAE.
- 2 — Infringements of Article 13(1) are reported to the Institute for Mobility and Land Transport (Instituto da Mobilidade e dos Transportes, I. P.).

Article 45

Application of precautionary measures

- 1 — ASAE shall be competent for deciding on the temporary suspension of the pursuit of activity and the temporary closure of an establishment in the following cases:
- a) When there is a declaration of insolvency, without approval of the respective plan;
 - b) Should the agency cease activity for a period of more than 90 days without reasonable justification;
 - c) Should it be seen that no valid civil liability insurance exists;
 - d) Should an agency not replace sums to the FGVT pursuant to their responsibility in accordance with Article 39(3);
 - e) When serious irregularities in the management of the company are seen or there is serious non-compliance with respect to travellers liable to jeopardise their interests or normal conditions of market operation;
 - f) Should an agency not provide the additional contribution provided for under Article 38(2) and (3).
- 2 — The application of precautionary measures referred to in the previous numbered paragraph, shall be duly grounded and satisfy the existence of the assumed occurrence of serious damages to travellers or the market.
- 3 — In the event of occurrence of that set out in 1(c), ASAE shall immediately inform Turismo de Portugal, I. P. for purposes of cancellation of registration in RNAVT, as provided for in Article 9(2)(c).
- 4 — Non-compliance with the provisions of 1(d) and (f), within 30 days, shall lead to the immediate cancellation of registration in RNAVT by Turismo de Portugal, I. P.

Article 46

Administrative Offences

1 — The following shall constitute very serious administrative offences:

- a)* breaches of the provisions of Article 4(1);
- b)* the provision of services before the simple prior notification as set out in Article 6(1);
- c)* the non-provision of the guarantees required in Article 6(1);
- d)* breaches of the provisions of Article 6(3);
- e)* provision of the services pursuant to Article 10 by natural or legal persons which are not lawfully established in a Member State of the European Union or the European Economic Area.

2 — The following shall constitute serious administrative offences:

- a)* breaches of the provisions of Article 3(3);
- b)* breaches of the provisions of Article 5(1) and (2);
- c)* failure to comply the obligations set out in Articles 15, 16 and 17, Article 18(2), Article 19(2) and Article 20;
- d)* failure to comply with the obligations set out in Article 28(2) to (5) and Article 30;
- e)* failure to comply with the obligations set out in Article 34, when the situation provided for in Article 3(1)(a) occurs;
- f)* breaches of the provisions of Article 39(3);
- g)* impeding inspections by competent authorities and refusing to provide such entities with the items requested.

3 — The following shall constitute minor administrative offences:

- a)* breaches of the provisions of Article 5(3) and (4);
- b)* breaches of the provisions of Article 8(4);
- c)* breaches of the provisions of Article 11;
- d)* changes to the price of package travel in breach of the provisions of Article 23;
- e)* changes to other terms of package travel in breach of the provisions of Article 24;
- f)* breaches of the provisions of Article 22(3) and (4);
- g)* breaches of the provisions of Article 25(6) and Article 27(5);
- h)* failure to comply with the information obligations provided for in Article 34, when the trader does not receive payments relating to services provided by third parties.

4 — Administrative offences committed pursuant to the previous numbered paragraph shall be punished with the following fines:

a) Very serious administrative offences:

- i)* by a natural person, from € 2 500.00 to € 3 740.00;
- ii)* by a micro, small or medium-sized enterprise, from € 7 500.00 to € 22 000.00;
- iii)* by a large enterprise, from € 15 000.00 to € 44 000.00;

b) Serious administrative offences:

- i)* by a natural person, from € 1 000.00 to € 3 000.00;
- ii)* by a micro, small or medium-sized enterprise, from € 1 500.00 to € 10 000.00;
- iii)* by a large enterprise, from € 2 500.00 to € 20 000.00;

c) Minor administrative offences:

- i)* by a natural person, from € 250.00 to € 1 500.00;
- ii)* by a micro, small or medium-sized enterprise, from € 500.00 to € 3 500.00;
- iii)* by a large enterprise, from € 750.00 to € 5 000.00.

5 — For the purposes of classification of an undertaking as micro-enterprise, small enterprise, medium-sized enterprise or large enterprise, the criteria defined in Commission Recommendation No 2003/61/EC of 6 May 2003 shall be used.

6 — Breaches of the provisions of Article 14 constitute an administrative offence punished in accordance with that set out in Decree-Law No 156/2005 of 15 September, in its current wording.

Article 47

Attempt and negligence

Attempt and negligence are punishable and the maximum and minimum limits of fines shall be reduced to half.

Article 48

Accompanying penalties

1 — When the seriousness of the infringement so justifies, the following accompanying penalties may be applied,

in accordance with the general administrative offence regime:

- a) Ban from pursuing the profession or activities directly related to the infringement;
- b) Suspension of pursuit of activity and closure of the establishments, for a maximum period of two years, more specifically when situation involves that referred to Article 46(1)(b) and Article 46(2)(a) and (f).

2 — The decision to apply any penalty may be announced, at the offender's expense, on the ASAE website and in a national, regional or local newspaper, in accordance with the degree and effects of the infringement.

Article 49

Competence for the application of penalties

1 — The decision to apply the penalties provided for in this Decree-Law is the responsibility of the Inspector-General of ASAE.

2 — Turismo de Portugal, I. P. shall be notified of the application of fines for purposes registration.

Article 50

Proceeds of fines

1 The proceeds of fines resulting from breaches to the provisions of this Decree-Law shall be distributed as follows:

- a) 60 % to the State;
- b) 40 % to the Authority for Economic and Food Safety (ASAE);

2 — When the proceeds of the fine result from breaches to the provisions concerning the FGVT, distribution is as follows:

- a) 60 % to the State;
- b) 30 % to ASAE;
- c) 10 % to FGVT;

CHAPTER VII

Complementary, transitory and final provisions

Article 51

Paperless processing

The processing of the procedures and communications provided for in this Decree-Law is carried out electronically via the RNAVT, accessible via the entrepreneur access point as provided for in Article 6 of Decree-Law No 92/2010 of 26 July 2010, and also available on the Business Gateway, the Citizen's Gateway and the Turismo de Portugal, I. P. website.

Article 52

Autonomous Regions

1 — The bodies of the respective regional administrations with powers and responsibilities in the areas concerned shall be responsible for carrying out the acts and procedures necessary to implement this Decree-Law in the Autonomous Regions of the Azores and Madeira.

2 — In accordance with Article 17(1) of Decree-Law No 92/2010 of 26 July 2010, the decisions pronounced, both by central government bodies as well as by the competent bodies of the autonomous regions pursuant to this Decree-Law, shall be valid throughout national territory.

Article 53

Reassessment

The regime for the operation of the FGVT shall be reassessed within a maximum period of one year from the date of entry into force of this Decree-Law.

Article 54

Repeal

Decree Law No 61/2011 of 6 May 2011 in its current wording is hereby repealed.

Article 55

Entry into force

This Decree-Law shall enter into force on 1 July 2018.

Seen and approved in the Council of Ministers on 25 January 2018. — *Augusto Ernesto Santos Silva* — *Augusto Ernesto Santos Silva* — *Mário José Gomes de Freitas Centeno* — *Paulo Alexandre dos Santos Ferreira*.

Enacted on 1 March 2018. Hereby published.

The President of the Republic, MARCELO REBELO DE SOUSA.

Countersigned on 5 March 2018.

The Prime Minister, *António Luís Santos da Costa*.

ANNEX I

(as referred to in Article 38(2))

Sole table

Band	Provision of services (euros) (*)	Amount of annual contribution to the FGVT (euros)
1	≤ 1 million	200
2	> 1 to 5 million	500
3	> 5 to 10 million	1 500
4	> 10 to 30 million	3 500
5	> 30 to 60 million	7 000
6	> 60 to 100 million	10 000
7	> 100 million	15 000

(*) Pursuant to Annex N of the Annual VAT Declaration — Special schemes: — simplified company information (Field N15).

ANNEX II

(to which Article 17(1)(2) and (3) and Article 18(2) refer)

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 organiser or the travel agent.

Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.

The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package, the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.

Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.

If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the package travel 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 and the retailer have to provide assistance if the traveller is in difficulty.

If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.

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

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 organiser or the travel agent.

Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.

The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

Travellers may terminate the contract without paying any termination fee and get a full refund of any payments, if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.

Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

Additionally, travellers may at any time before the start of the package, terminate the contract in return for an appropriate and justifiable termination fee.

If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the package travel 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 and the retailer have to provide assistance if the traveller is in difficulty.

If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.

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

Part C**Standard information form where the organiser transmits data to another trader in accordance with Article 2(1)(p)(ii)(5).**

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 YZ has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

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

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

Key rights under Directive (EU) 2015/2302

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

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

Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.

Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.

The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

Travellers may terminate the contract without paying any termination fee and get a full refund of any payments, if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.

Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.

If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the package travel 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 may otherwise terminate the contract.

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 and the retailer have to provide assistance if the traveller is in difficulty.

If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.

Directive (EU) 2015/2302 as transposed into national law (hyperlink)

ANNEX III

(as referred to in Article 34(2))

Part A

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of Article 2(1)(n)(i) 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 denied because of XY's insolvency.

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

Directive (EU) 2015/2302 as transposed into national law (hyperlink)

Part B

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of Article 2(1)(n)(i) 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 denied because of XY's insolvency.

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

Directive (EU) 2015/2302 as transposed into national law (hyperlink)

Part C

Standard information form in the case of linked travel arrangements within the meaning of Article 2(1)(n)(i) 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 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.

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

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

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

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

Part D

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of Article 2(1)(n)(ii) 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)

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 denied because of XY's insolvency.

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

Directive (EU) 2015/2302 as transposed into national law (hyperlink)

Part E

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of Article 2(1)(n)(ii) 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 denied because of XY's insolvency.

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

Directive (EU) 2015/2302 as transposed into national law (hyperlink)

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