



**DIRECTOR OF THE STATE DEPARTMENT OF TOURISM UNDER THE MINISTRY OF
THE ECONOMY OF THE REPUBLIC OF LITHUANIA**

**ORDER APPROVING THE STANDARD TERMS AND CONDITIONS FOR PACKAGE
TRAVEL CONTRACTS**

7 August 2018 No V-132
Vilnius

In implementation of Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC and pursuant to Article 6.749(4) of the Civil Code of the Republic of Lithuania, Article 6(2) of the Lithuanian Law on tourism and subparagraph 1.1 of Lithuanian Government Resolution No 1342 of 16 November on the delegation of powers in implementing the Lithuanian Law on tourism, I hereby:

1. approve the standard terms and conditions for package travel contracts (attached);
2. lay down that the tour organiser or travel retailer (in the event that the latter is concluding the contract) shall be responsible for including therein the standard terms for package travel contracts;
3. repeal Order No 18-V of the Director of the State Department of Tourism under the Ministry of the Economy of 26 March 2003 on the standard terms and conditions for contracts for the provision of tourism services with all subsequent amendments;
4. instruct the Division of Tourism Activities Supervision to publish this Order in the Register of Legal Acts.

Head of the Local Tourism Subdivision
of the Tourism Development Division

Acting Director

Indrė Trakimaitė-Šeškuvienė

APPROVED
By Order No V-132 of the Director of the
State Department of Tourism under the
Ministry of the Economy

STANDARD TERMS AND CONDITIONS FOR PACKAGE TRAVEL CONTRACTS

I. PARTIES TO THE CONTRACT

1.1. Parties to the package travel (hereinafter 'package') contract (hereinafter 'contract'): tour organiser and tourist(s).

1.2. Data on the tour organiser (first and family names of the natural person or legal entity, legal entity code, tour organiser licence number, business address, telephone number, e-mail address) and, if the package is sold by a travel retailer (including operators engaged in the distance selling of package travel via the internet and/or group shopping websites), data on travel retailers (first and family names of the natural person or legal entity, legal entity code, tour organiser's licence number, business address, telephone number, e-mail address).

1.3. Information on safeguarding the fulfilment of a tour organiser's obligations: document providing evidence of the safeguarding of the fulfilment of a tour organiser's obligations, the document's number and period of validity, data on the entity providing the security (name, legal entity code, place of business, telephone number, e-mail address).

1.4. Name, date of birth, place of residence, telephone number and/or e-mail address of the tourist(s).

1.5. Place where the contract was concluded (the address or the fact that the contract is a distance contract shall be stated).

II. SUBJECT OF THE CONTRACT

2.1. Travel destination(s) (country, town), route (if any), start and end dates of the package. Place and time of commencement of the journey.

2.2. Means of transport (aeroplane, ship, train, bus, minibus or other (to be specified)). Name(s) of the air carrier(s) operating the flight.

Amenities offered in certain types of transport (air-conditioning, video, WC, tea/coffee machine, refrigerator, telephone or other (to be specified)).

If the transport services include an overnight stay, the conditions of this stay shall be indicated.

2.3. The points, dates and time of departure and return of the transport and the duration and places of intermediate stops and transport connections.

Where the exact time has not yet been determined, an estimated time of departure and return shall be indicated.

2.4. The type of accommodation services (hotel, motel, guesthouse, holiday home, tent, private accommodation services sector or other (to be specified), room type, number of overnight stays, the services offered, the tourist category or class, where this is defined in the national rules of the host country.

2.5. The type of meal arrangements (breakfast, half board, full board, all inclusive, other (to be specified)).

2.6. Excursion(s) (sightseeing tours, educational trips, excursions to museums and other (to be specified), tour(s) (without a guide), and their number.

2.7. The language to be used by the tour leader, tour guide or other service, as listed in the contract or its annexes, where the tourist relies on information provided orally.

2.8. The minimum number of tourists required for the performance of a package.

2.9. Specific requirements on the part of the tourist, as agreed by both parties to the contract.

2.10. Other services included in the package price (guide (tour leader) services, transfer(s), other (to be specified)).

2.11. Service(s) that will be provided to members of the group and, where possible, the approximate size of the group (e.g. for excursions or transfers).

III. THE PACKAGE PRICE, PAYMENT ARRANGEMENTS AND DEADLINES

3.1. The total price of the travel package (including all taxes, additional fees, charges and other costs) for all tourists indicated in the contract.

3.2. Payment arrangements: deadline for advance payment/downpayment; deadline(s) for payment of the outstanding balance(s).

3.3. After concluding a contract, the tour organiser shall have the right to increase the price of the package and the tourist shall have the right to request a reduction in the price where the conditions set out in points 7.1.1. and 7.1.2. are met (*if the tour organiser reserves the right to increase the price after conclusion of the contract, this shall be stated.*)

The method for calculating decreases/increases in the cost of the package shall be indicated.

IV. OBLIGATIONS ON THE PART OF THE TOUR ORGANISER

4.1. The tour organiser shall include in the contract:

4.1.1. information on the suitability of the package for persons with reduced mobility;

4.1.2. information on any additional costs incurred by the tourist which for justified reasons cannot be estimated before the contract is concluded;

4.1.3. the first and family names, address, telephone number, e-mail address and fax number of the local representative of tour organiser, the tour leader, contact centre or other services allowing tourists to contact the tour organiser quickly and communicate with them or seek help should they encounter difficulties, or to bring a claim on the grounds of inadequate performance or non-performance of a contract;

4.1.4. information enabling a minor or person accompanying a minor to be contacted directly at the place where the minor is staying in the case of minors not accompanied by a parent or other person who are travelling under a travel contract which includes an accommodation service;

4.1.5. general information on the passport and visa requirements of the country of destination, including the approximate length of the visa issuance process, and information on health formalities (information on the epidemiological situation of communicable diseases in the countries of destination, any mandatory and recommended prophylactic measures and the health insurance arrangements), or links to this information;

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

4.2. The tour organiser shall:

4.2.1. ensure that tourists are duly provided with all the services included in the contract, taking into account their legitimate expectations, irrespective of whether those services are to be provided by the tour organiser itself or by other tourist service providers;

4.2.2. if the minimum number of tourists referred to in point 2.8 is not reached, inform the tourist of the termination of the contract not later than:

4.2.2.1. 20 days before the start of the package in the case of trips lasting at least six days;

4.2.2.2. seven days before the start of the package in the case of trips lasting between two and six days;

4.2.2.3. 48 hours before the start of the package in the case of trips lasting less than two days;

4.2.3. provide the tourist in good time before the start of the package - in the manner set out in the contract or in another manner of the tourist's choosing - with the necessary receipts, vouchers

or tickets, information about the scheduled time of departure and, where applicable, the deadline for check-in, as well as the scheduled times for intermediate stops, transport connections and arrival;

4.2.4. use the personal data provided by the tourist(s) only for the production of travel documents and for the booking of travel services;

4.2.5. provide necessary assistance without undue delay to tourists who find themselves in difficulty during the trip or in the event of *force majeure* by:

4.2.5.1 supplying them with appropriate information on health services, local authorities and consular assistance;

4.2.5.2. helping them to make distance communications;

4.2.5.3. helping them to find alternative travel services.

4.2.6. Where the tour organiser is obliged to reimburse the tourist in whole or in part for a package paid for by the tourist or on his behalf, it shall do so without undue delay and in any event not later than 14 days after the termination of the contract.

V. OBLIGATIONS ON THE PART OF THE TOURIST(S)

5.1. Tourists shall be obliged to:

5.1.1. pay for the package in accordance with the terms and conditions specified in the contract;

5.1.2. provide the tour organiser in a timely manner with all the information and documentation it requires to perform the contract;

5.1.3. arrive at the point of departure on time, follow the tour organiser's instructions regarding the package or its component parts, comply with public order and the rules on the international carriage of passengers, baggage transport procedures and the requirements as regards the quantity and number of articles and prohibited articles being brought into the country; follow the instructions of the border and customs services;

5.1.4. comply with the requirements of Lithuanian Government Resolution No 302 of 28 February 2002 approving a description of the procedure for children travelling temporarily to a country outside the Schengen area, if travelling with a child/children;

5.1.5. cover the costs of any damage caused during the trip (damage to hotels, means of transport, etc.). If a minor was responsible for the damage, the person responsible for that minor shall cover these costs. Where the tourist accepts responsibility and agrees to pay damages, this shall be done immediately. In cases where the tourist does not accept responsibility, the tour organiser shall be entitled to recover damages in accordance with the procedure laid down in Lithuanian legislation. Tourists shall not be obliged to compensate for damage due to *force majeure*.

5.2. The tourist who is the main party to the contract shall be required to inform other tourists who are beneficiaries thereof that the trip is organised solely in accordance with the terms and conditions of the contract and that all tourists must fulfil all these conditions. The former shall also send the latter all information sent by the tour organiser following the conclusion of the contract.

VI. TERMINATION OF/WITHDRAWAL FROM A CONTRACT

6.1. The tourist's right to terminate the contract:

6.1.1. The tourist shall have the right to terminate the contract at any time before the start of the package.

6.1.2. If a tourist terminates a contract, the tour organiser may require the tourist to pay a reasonable contract termination fee, as agreed in the contract (the amount shall depend on the time remaining until the start of the package, the reduction in cost and income that the tour organiser expects to obtain or would obtain from selling the package to another person), or may be equivalent to the price of the package minus the tour organiser's cost savings and income from selling the package to another person.

In cases where the contract termination fee is not specified in the contract, the tour organiser shall provide a justification for the amount of the fee at the request of the tourist.

In any event, the amount of the termination fee shall not exceed the price of the package specified in the contract.

6.1.3. The tourist shall have the right to terminate the contract without paying the termination fee where:

6.1.3.1. the tour organiser alters the terms of the contract before the start of the package, and the tourist objects to these amendments within a reasonable time-limit specified by the tour organiser, where:

a) the tour organiser is constrained to significantly alter any of the main travel services and/or characteristics of the package;

b) the tour organiser cannot fulfil the tourist's special requirements as specified in the contract;

c) the tour organiser proposes to increase the price by more than 8 % in accordance with Article 6.752¹ of the Civil Code of the Republic of Lithuania (hereinafter 'Civil Code');

6.1.3.2. performance of the contract is interrupted owing to shortcomings identified by the tourist and the tour organiser fails to remedy these shortcomings within a reasonable time-limit determined by the tourist. In the cases set out in Article 6.752¹(3) of the Civil Code, the tourist may request a reduction in the package price or compensation for material or non-material damages;

6.1.3.3. circumstances of *force majeure* at the destination or in its immediate vicinity may make travel or the carriage of tourists to the destination impossible. In such cases, the tourist shall be entitled to a refund of any payments made for the package but shall not be entitled to additional compensation.

6.1.4. The tourist shall have the right to withdraw from an off-premises contract within a period of 14 days without giving any reason in accordance with Article 6.228¹⁰(1) and must inform the tour organiser of this in accordance with Article 6.228¹⁰(6) and (7) of the Civil Code.

6.2. The tour organiser shall have the right to terminate the contract and provide the tourist with a full refund of any payments made for the package and to compensate damage suffered by the tourist.

6.3. Compensation shall not be awarded for damage suffered by the tourist owing to termination of the contract by the tour organiser in the following cases:

6.3.1. the number of persons who have purchased a package is less than the minimum number of tourists referred to in point 2.8 of the contract and the tourist has been informed of this in accordance with point 4.2.2 of the contract;

6.3.2. the tour organiser cannot perform the contract for reasons of *force majeure* and immediately notifies the tourist of the termination of the contract before the start of the package.

VII. ALTERATION OF THE PRICE OF THE PACKAGE TOUR

7.1. The tour organiser shall have the right to increase the cost of the package tour after concluding the contract only if all of the following conditions are met:

7.1.1. the contract provides that the tour organiser may increase the package price;

7.1.2. the contract clearly indicates the tourist's right to a reduction in the price, minus the costs referred to in point 7.2, and the method of calculating the revised price is described;

7.1.3. the tour organiser informs the tourist, in a clear and comprehensible manner and on a durable medium at least 20 days before the start of the package, stating the reasons for the increase in price and how it has been calculated.

7.2. It shall be possible to increase the price of the package, as described in point 7.1, only where this is justified by a change in:

7.2.1. the cost of transporting tourists due to expenditure on fuel or other power sources;

7.2.2. the amount of fees or charges associated with the services covered by the contract (e.g. tourist tax, airport charges, etc.) applied by third parties not directly involved in the performance of the package;

7.2.3. the exchange rates relevant to the package.

7.3. If the price increase exceeds 8 % of the final price of the package, the tourist shall have the right to terminate the contract or select an alternative package offered by the tour organiser.

7.4. After concluding a contract, the tourist shall be entitled to a price reduction in the following cases:

7.4.1. the costs referred to in point 7 have decreased since the conclusion of the contract but before the start of the package;

7.4.2. the contract has not been properly implemented, unless the tour organiser proves that this is attributable to the tourist;

7.4.3. the quality of the package is lower than specified in the contract owing to the alternative services proposed;

7.4.4. the tour organiser for justifiable reasons cannot offer alternative services or the tourist refuses them as provided for in Article 6.754(5) of the Civil Code;

7.4.5. performance of the contract is interrupted owing to shortcomings identified by the tourist and the tour organiser fails to remedy these shortcomings within a reasonable time-limit determined by the tourist.

7.5. In the event of a price decrease, the organiser shall have the right to deduct actual administrative expenses from the refund owed to the tourist. The tour organiser shall provide proof of such administrative expenses at the tourist's request.

VIII. ALTERATION OF OTHER TERMS OF THE CONTRACT

8.1. The tour organiser shall have the right to make unilateral changes to the terms of the contract until the start of the package only where:

8.1.1. such a right is provided for in the contract;

8.1.2. the changes are insignificant;

8.1.3. the tour organiser informs the tourist of the changes in a clear and comprehensible manner on a durable medium.

8.2. The organiser shall without undue delay provide the tourist with clear and comprehensible information on a durable medium setting out:

8.2.1. the proposed changes to the contract;

8.2.2. a reasonable time-limit within which the tourist must inform the tour organiser of his decision;

8.2.3. the consequences of failing to respond within the time-limit specified by the tour organiser;

8.2.4. the alternative package offered and its price, where applicable.

8.3. The tourist shall have the right to choose within the reasonable time-limit specified by the organiser whether to agree to the proposed changes to the contract or to terminate the contract without paying the termination fee.

8.4. In the event that the tourist terminates the contract, the organiser may offer another package of equivalent or higher quality. Where the changes to the contract or the substitute package result in a package of lower quality or cost, the tourist shall be entitled to a refund of the difference in price.

8.5. After conclusion of the contract, any contractual term may be amended by written agreement of the two parties.

IX. CHANGE IN THE PARTIES TO THE CONTRACT

9.1. The tourist shall be entitled to transfer his right to the package to another person, who will acquire all the rights and obligations provided for in the contract, provided that he gives the tour organiser reasonable notice of this before the start of the package. Such notice will in all cases be deemed reasonable if it is submitted at least seven days before the start of the package.

9.2. The transferor and the transferee shall be jointly and severally liable for paying the tour organiser the price of the package and any additional fees arising from its transfer.

9.3. The tour organiser shall inform the tourist transferring his right to the package tour to another person about the actual costs of the transfer of the contract and provide proof of those costs. Such costs shall not be unreasonable and shall not exceed the actual cost incurred by the tour organiser due to the transfer of the contract.

X. LIABILITY OF THE TOUR ORGANISER

10.1. The tour organiser shall be liable for any errors due to technical defects in the booking system which are attributable to him and for any errors made during the booking process.

The tour organiser shall not be held liable where booking errors are attributable to the tourist or to *force majeure*.

10.2. The tour organiser shall be obliged to provide tourists in difficulty with any necessary assistance, as described in point 4.2.5. of the contract.

10.3. Where a tourist requires assistance as a result of his own deliberate actions or negligence, the tour organiser shall have the right to charge a fee for providing such assistance, which shall not exceed the actual costs incurred.

10.4. The tourist shall without undue delay inform the tour organiser through the contact points specified in the contract about any instances of inadequate performance or non-performance of the contract observed during the trip and shall specify a reasonable time-limit for remedying any shortcomings. Where shortcomings need to be remedied immediately, the tourist shall not be required to specify a time-limit.

10.5. Where the services covered by the contract are not provided as specified therein, the tour organiser shall remedy any shortcomings identified by the tourist within a reasonable time-limit determined by the latter, except where this is not possible or would entail disproportionate costs, taking into account the extent of the shortcomings and the value of the services specified in the contract.

10.6. If the tour organiser fails to remedy the shortcomings for the reasons referred to in point 10.5, the tourist shall be entitled to claim compensation for material and non-material damages without undue delay.

10.7. If the tour organiser fails to remedy the shortcomings within the reasonable time-limit set by the tourist for reasons other than those referred to in point 10.5, the tourist may do so himself and request reimbursement of the necessary expenses.

10.8. Where a significant proportion of the travel services cannot be provided as agreed in the contract, or where the tourist's return to the place of departure is not provided as agreed, the tour organiser shall offer, at no extra cost to the tourist, suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract, so as to ensure the continuation of the package.

Where the proposed alternative arrangements result in a package of lower quality than that specified in the contract, the tour organiser shall grant the tourist an appropriate price reduction.

10.9. The tourist may reject the proposed alternative arrangements if they are not comparable to what was agreed in the contract or the price reduction granted is inadequate.

10.10. Where a lack of conformity substantially affects the performance of the package and the tour organiser has failed to remedy it within a reasonable period set by the tourist, the latter may terminate the contract without paying a termination fee and request a price reduction and/or compensation for material and non-material damages.

10.11. If it is impossible to make alternative arrangements or the tourist rejects the proposed alternative arrangements in accordance with point 10.9, he shall be entitled to a price reduction and/or compensation for material and non-material damages without terminating the contract.

10.12. If the package includes the carriage of passengers, the tour organiser shall, in the cases referred to in 10.9 - 10.11, also provide repatriation of the tourist with equivalent transport without undue delay and at no extra cost to the tourist.

10.13. If it is impossible to ensure the tourist's return as agreed in the contract owing to *force majeure*, the organiser shall bear the cost of necessary accommodation, if possible of equivalent category, for the duration of the *force majeure* circumstances up to a maximum of three nights per tourist, save where longer periods are provided for in other national or EU legislation (e.g. for persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that the tour organiser has been notified of their particular needs at least 48 hours before the start of the package).

10.14. The tourist shall have the right to claim compensation for material and non-material damages:

10.14.1. where performance of the contract is interrupted owing to shortcomings identified by the tourist, and the tour organiser fails to remedy these shortcomings within a reasonable time-limit set by the tourist;

10.14.2. where the tour organiser for justifiable reasons cannot offer alternative services or the tourist refuses them in accordance with point 10.9;

10.14.3. in other cases specified in the Civil Code.

10.15. The tour organiser shall not be liable for inadequate performance of the contract if it demonstrates that this was attributable to:

10.15.1. the tourist;

10.15.2. a third party unconnected with the provision of the travel services included in the contract and that the damage was therefore unforeseeable or unavoidable;

10.15.3. *force majeure*.

10.16. Where damage, with the exception of damage resulting from the tourist's death or personal injury and damage caused intentionally or through negligence, is suffered by a tourist during the provision of a service specified in the contract but not provided by the tour organiser itself, the latter's liability for such damage may be limited to three times the total price of the package.

10.17. The tourist's right to compensation or a price reduction shall not affect the rights of travellers under Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 (OJ 2004 L 046, p. 1), Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations (OJ 2007 L 315, p. 14), Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents (OL 2009 L 131, p. 24), Regulation (EU) No 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No 2006/2004 (OL 2010 L 334, p. 1), Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004 (OL 2011 L 55, p. 1), and under international conventions.

10.18. Compensation for damage paid by the tour organiser in accordance with point 10.14 or the price reduction granted to the tourist by the tour organiser in accordance with Section VII of the contract and compensation for damage paid or any price reduction granted to the tourist in accordance with the EU legislation and international conventions referred to in point 10.17 shall be deducted from each other in order to avoid any duplication of compensation.

10.19. Material and non-material damages suffered by the tourist shall be compensated in accordance with the procedure laid down in the Civil Code.

XI. FINAL PROVISIONS

11.1. Claims arising during the package concerning its adequate performance or non-performance must be submitted without undue delay in writing or on a durable medium to the tour

leader, local representative of the tour organiser, contact centre or other service, or in the absence of these, to the tour organiser, as indicated in the contract.

11.2. The limitation period for claiming compensation from the tour organiser for inadequate performance or non-performance of the contract shall be two years.

11.3. Where the contract has been concluded through a travel retailer, the tourist may address messages, requests or complaints in relation to the performance of the package directly to the retailer through which it was purchased. The retailer shall forward those messages, requests or complaints to the tour organiser without undue delay. Receipt of the tourist's messages, requests or complaints by the retailer shall be considered as receipt by the organiser.

11.4. The tour organiser must examine the tourist's request free of charge and, if it does not accept the tourist's requirements, must provide the tourist with a duly documented and detailed reasoned response in writing not later than 14 days following the date of receipt of the tourist's request.

The tour organiser's internal procedure for handling claims shall be indicated in the contract.

11.5. If the tourist is not satisfied with the tour organiser's reply, he shall have the right to contact a body handling consumer disputes within one year with regard to the same disputed subject matter.

11.6. Disputes over inadequate performance or non-performance of the contract shall be examined out-of-court by the Consumer Rights Protection Authority (address: Vilniaus g. 25, 01402 Vilnius; e-mail: tarnyba@vvtat.lt; fax: (8 5) 279 1466; website: www.vvtat.lt.) in accordance with the procedure laid down in the Law on Consumer Protection of the Republic of Lithuania. Requests may be submitted in electronic form via the ODR platform: <http://ec.europa.eu/odr/>.

11.7. The tourist's recourse to a body handling consumer disputes shall not affect his right of recourse to ordinary courts of law in accordance with the procedure laid down in the Code of Civil Procedure of the Republic of Lithuania.

11.8. The contract shall be drawn up in duplicate, with one copy for each party, both copies being equally authentic.

11.9. If the contract is concluded at a distance, upon its conclusion, the tour organiser shall without undue delay provide the tourist with a copy of the contract or confirmation thereof on a durable medium.

11.10. A copy or confirmation of an off-premises contract shall be provided to the tourist on paper or, if the tourist agrees, on another durable medium.

Annex(es) to the contract: (catalogue; programme; other medium describing the package (to be specified)).
