

L.N 94 of 2018

MALTA TRAVEL AND TOURISM SERVICES ACT

(CAP. 409)

**Package Travel and Linked Travel
Arrangements Regulations, 2018**

IN EXERCISE of the powers conferred by article 47 of the Malta Travel and Tourism Services Act, the Minister responsible for tourism has made the following regulations:-

1. (1) The title of these regulations is the Package Travel and Linked Travel Arrangements Regulations, 2018. Title, scope and commencement.

(2) The regulations transpose the provisions of Directive 2015/2302 of the European Parliament and of the Council 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.

(3) These regulations shall come into force as from 1st July, 2018.

2. In these regulations, unless the context otherwise requires – Definitions.

"the Act" means the Malta Travel and Tourism Services Act; Cap. 409.

"authorised officer" means any officer appointed and authorised in writing by the Authority to exercise for the purpose of these regulations, the functions conferred by these regulations;

"the Authority" means the Malta Tourism Authority as established by article 3 of the Act and includes any natural person acting on its behalf under powers delegated by the Authority under the Act;

"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;

"establishment" means establishment as defined in Article 4(5) of Directive 2006/123/EC of the European Parliament and of the Council of 12th December, 2006 on services in the internal market;

B 938

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

"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:

(a) 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

(b) 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.

Where not more than one type of travel service as referred to in paragraphs (a), (b) or (c) of the definition "travel service" and one or more tourist services as referred to in paragraph (d) of the same definition are purchased, they do not constitute a linked travel arrangement 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;

"Member State" means a State forming part of the European Union;

"Minister", unless otherwise stated, means the Minister responsible for tourism;

"minor" means a person below the age of 18 years;

"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 paragraph (b)(v) of the definition "package";

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

(a) those services are combined by one 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

(b) irrespective of whether separate contracts are concluded with individual travel service providers, those services are:

(i) purchased from a single point of sale and those services have been selected before the traveller agrees to pay;

(ii) offered, sold or charged at an inclusive or total price;

(iii) advertised or sold under the term "package" or under a similar term;

(iv) 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

(v) 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.

A combination of travel services where not more than one type of travel service as referred to in paragraphs (a), (b) or (c) of the definition "travel service" is combined with one or more tourist services as referred to in paragraph (d) of the same definition 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 paragraphs (a), (b) or (c) of the definition "travel service" has started;

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

"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;

B 940

"repatriation" means the traveller's return to the place of departure or to another place the contracting parties agree upon.

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

"start of the package" means the beginning of the performance of travel services included in the package;

"trader" means any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession in relation to contracts covered by these regulations, whether acting in the capacity of organiser, retailer, trader facilitating a linked travel arrangement or as a travel service provider;

"travel service" means:

(a) carriage of passengers;

(b) accommodation which is not intrinsically part of the carriage of passengers and is not for residential purposes;

(c) rental of cars, other motor vehicles within the meaning of Article 3(11) of Directive 2007/46/EC of the European Parliament and of the Council, or motorcycles requiring a Category A driving licence in accordance with Article 4(3)(c) of Directive 2006/126/EC of the European Parliament and of the Council;

(d) any other tourist service not intrinsically part of a travel service within the meaning of paragraphs (a), (b) or (c) above;

"traveller" means any person who is seeking to conclude a contract, or is entitled to travel on the basis of a contract concluded, within the scope of these regulations;

"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.

Applicability of
these
regulations.

3. These regulations apply to packages offered for sale or sold by traders to travellers and to linked travel arrangements facilitated by traders for travellers.

Provided that these regulations do not apply to:

(a) packages and linked travel arrangements covering a period of less than 24 hours unless overnight accommodation is included;

(b) packages offered, and linked travel arrangements facilitated, occasionally and on a not-for-profit basis and only to a limited group of travellers;

(c) packages and linked travel arrangements purchased on the basis of a general agreement for the arrangement of business travel between a trader and another natural or legal person who is acting for purposes relating to his trade, business, craft or profession:

Provided further that these regulations shall not affect national general contract law such as the rules on the validity, formation or effect of a contract, insofar as general contract law aspects are not regulated in these regulations.

4. (1) Before the traveller is bound by any package travel contract or any corresponding offer, the organiser and, where the package is sold through a retailer, also the retailer shall provide the traveller with the standard information by means of the relevant form as set out in Part A or Part B of Schedule I, and, where applicable to the package, with the following information:

Pre-contractual information.

(a) the main characteristics of the travel services:

(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. Where the exact time is not yet determined, the organiser and, where applicable, the retailer shall inform the traveller of the approximate time of departure and return;

(iii) the location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination;

(iv) the meal plan;

B 942

(v) visits, excursion(s) or other services included in the total price agreed for the package;

(vi) where it is not apparent from the context, whether any of the travel services will be provided to the traveller as part of a group and, if so, where possible, the approximate size of the group;

(vii) where the traveller's benefit from other tourist services depends on effective oral communication, the language in which those services will be carried out; and

(viii) whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the traveller's request, precise information on the suitability of the trip or holiday taking into account the traveller's needs;

(b) the trading name and geographical address of the organiser and, where applicable, of the retailer, as well as their telephone number 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, referred to in paragraph (a) of regulation 11(3), before the start of the package for the possible termination of the contract if that number is not reached;

(f) general information on passport and visa requirements, 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 organiser, in accordance with regulation 11(1);

(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.

For package travel contracts concluded by telephone, the organiser and, where applicable, the retailer shall provide the traveller with the standard information set out in Part B of Schedule I, and the information set out in paragraphs (a) to (h) of regulation 4(1).

(2) With reference to packages as defined in paragraph (b)(v) of the definition "package" in regulation 2 the organiser and the trader to whom the data are transmitted shall ensure that each of them provides, before the traveller is bound by a contract or any corresponding offer, the information set out in paragraphs (a) to (h) of regulation 4(1) in so far as it is relevant for the respective travel services they offer. The organiser shall also provide, at the same time, the standard information by means of the form set out in Part C of Schedule I.

(3) The information referred to in sub-regulations (1) and (2) shall be provided in a clear, comprehensible and prominent manner. Where such information is provided in writing, it shall be legible.

5. (1) The information provided to the traveller pursuant to paragraphs (a), (c), (d), (e) and (g) of regulation 4(1) shall form an integral part of the package travel contract and shall not be altered unless the contracting parties expressly agree otherwise. The organiser and, where applicable, the retailer shall communicate all changes to the pre-contractual information to the traveller in a clear, comprehensible and prominent manner before the conclusion of the package travel contract.

Binding character of pre-contractual information and conclusion of the package travel contract.

(2) If the organiser and, where applicable, the retailer has not complied with the information requirements on additional fees, charges or other costs as referred to in paragraph (c) of regulation 4(1) before the conclusion of the package travel contract, the traveller shall not bear those fees, charges or other costs.

6. (1) Package travel contracts shall be in plain and intelligible language and, in so far as they are in writing, legible. At the conclusion of the package travel contract or without undue delay thereafter, the organiser or retailer shall provide the traveller with a copy or confirmation of the contract on a durable medium. The traveller shall be entitled to request a paper copy if the package travel contract has been concluded in the simultaneous physical presence of the parties:

Content of the package travel contract and documents to be supplied before the start of the package.

B 944

Provided that in the case of off-premises contracts as defined in Article 2(8) of Directive 2011/83/EU of the European Parliament and of the Council, 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.

(2) The package travel contract or confirmation of the contract shall set out the full content of the agreement which shall include all the information referred to in paragraphs (a) to (h) of regulation 4(1) and the following information:

(a) special requirements of the traveller which the organiser has accepted;

(b) information that the organiser is:

(i) responsible for the proper performance of all travel services included in the contract in accordance with regulation 12; and

(ii) obliged to provide assistance if the traveller is in difficulty in accordance with regulation 15;

(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 designated by the Government 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 organiser's local representative, of a contact point or of another service which enables the traveller to contact the organiser quickly and communicate with him efficiently, to request assistance when the traveller is in difficulty or to complain about any 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 regulation 12(2);

(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 ('Alternative Dispute Resolution' or 'ADR') mechanisms pursuant to Directive 2013/11/EU of the European Parliament and of the Council, and, where applicable, on the ADR entity by which the trader is covered 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 to another traveller in accordance with regulation 8.

(3) With reference to packages as specified in the definition "package" in regulation 2, the trader to whom the data are transmitted shall inform the organiser of the conclusion of the contract leading to the creation of a package. The trader shall provide the organiser with the information necessary to comply with his obligations as an organiser.

As soon as the organiser is informed that a package has been created, the organiser shall provide to the traveller the information referred to in paragraphs (a) to (h) of regulation 4 on a durable medium.

(4) The information referred to in sub-regulations (2) and (3) shall be provided in a clear, comprehensible and prominent manner.

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

7. With regards compliance with the information requirements laid down in regulations 4, 5 and 6, the burden of proof shall be on the trader. Burden of proof.

8. (1) A traveller may, after giving the organiser reasonable notice on a durable medium before the start of the package, transfer the package travel contract to a person who satisfies all the conditions applicable to that contract: Transfer of the package travel contract to another traveller.

Provided that notice given at the latest seven days before the start of the package shall in any event be deemed to be reasonable.

(2) The transferor of the package travel contract and the transferee shall be jointly and severally liable for the payment of the

B 946

balance due and for any additional fees, charges or other costs arising from the transfer. The organiser shall inform the transferor about the actual costs of the transfer. Those costs shall not be unreasonable and shall not exceed the actual cost incurred by the organiser due to the transfer of the package travel contract.

(3) The organiser shall provide the transferor with proof of the additional fees, charges or other costs arising from the transfer of the package travel contract

Alteration of the price.

9. (1) After the conclusion of the package travel contract, prices may be increased only if the contract expressly reserves that possibility and states that the traveller is entitled to price reduction under regulation 9(4). In that event the package travel contract shall state how price revisions are to be calculated. Price increases shall be possible exclusively as a direct consequence of changes in:

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

(b) the level of taxes 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; or

(c) the exchange rates relevant to the package.

(2) If the price increase referred to in sub-regulation (1) exceeds 8% of the total price of the package, regulation 10(2) to regulation 10(5) shall apply.

(3) Irrespective of its extent, a price increase shall be possible only if the organiser notifies the traveller clearly and comprehensibly of it with a justification for that increase and a calculation, on a durable medium at the latest 20 days before the start of the package.

(4) If the package travel contract stipulates the possibility of price increases, the traveller shall have the right to a price reduction corresponding to any decrease in the costs referred to in paragraphs (a), (b) and (c) of regulation 9(1) that occurs after the conclusion of the contract before the start of the package.

(5) In the event of a price decrease, the organiser shall have the right to deduct actual administrative expenses from the refund owed to the traveller. At the traveller's request, the organiser shall provide proof of those administrative expenses.

10. (1) Before the start of the package, the organiser may not unilaterally change package travel contract terms other than the price in accordance with regulation 9, unless:

Alteration of other package travel contract terms.

- (a) the organiser has reserved that right in the contract;
- (b) the change is insignificant; and
- (c) the organiser informs the traveller of the change in a clear, comprehensible and prominent manner on a durable medium.

(2) In the event that before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services as referred to in regulation 4(1)(a) or cannot fulfil the special requirements as referred to in regulation 6(2)(a), or proposes to increase the price of the package by more than 8% in accordance with regulation 9(2), the traveller may within a reasonable period specified by the organiser:

- (a) accept the proposed change; or
- (b) terminate the contract without paying a termination fee:

Provided that if the traveller terminates the package travel contract, the traveller may accept a substitute package where this is offered by the organiser, if possible of an equivalent or a higher quality.

(3) The organiser shall without undue delay inform the traveller in a clear, comprehensible and prominent manner on a durable medium of:

- (a) the proposed changes referred to in regulation 10(2) and, where appropriate in accordance with regulation 10(4), their impact on the price of the package;
- (b) a reasonable period within which the traveller has to inform the organiser of his decision pursuant to regulation 10(2);
- (c) the consequences of the traveller's failure to respond within the period referred to in paragraph (b), in accordance with applicable national law; and
- (d) where applicable, the offered substitute package and its price.

B 948

(4) Where the changes to the package travel contract referred to in paragraph (a) of regulation 10(2) or the substitute package referred to in paragraph (b) of regulation 10(2) result in a package of lower quality or cost, the traveller shall be entitled to an appropriate price reduction.

(5) If the package travel contract is terminated pursuant to paragraph (b) of sub-regulation (2), and the traveller does not accept a substitute package, the organiser shall refund all payments made by or on behalf of the traveller without undue delay and in any event not later than 14 days after the contract is terminated. Regulations 13(2) to (6) shall, *mutatis mutandis*, apply.

Termination of the package travel contract and the right of withdrawal before the start of the package.

11. (1) The traveller may terminate the package travel contract at any time before the start of the package. Where the traveller terminates the package travel contract under this sub-regulation, the traveller may be required to pay an appropriate and justifiable termination fee to the organiser. The package travel contract may specify reasonable standardised termination fees based on the time of the termination of the contract before the start of the package and the expected cost savings and income from alternative deployment of the travel services. In the absence of standardised termination fees, the amount of the termination fee shall correspond to the price of the package minus the cost savings and income from alternative deployment of the travel services. At the traveller's request the organiser shall provide a justification for the amount of the termination fees.

(2) Notwithstanding the provisions of sub-regulation (1), 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. In the event of termination of the package travel contract under this paragraph, the traveller shall be entitled to a full refund of any payments made for the package, but shall not be entitled to additional compensation.

(3) The organiser may terminate the package travel contract and provide the traveller with a full refund of any payments made for the package, but shall not be liable for additional compensation, if:

(a) the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the

organiser notifies the traveller of the termination of the contract within the period fixed in the contract, but not later than:

(i) 20 days before the start of the package in the case of trips lasting more than six days;

(ii) 7 days before the start of the package in the case of trips lasting between two and six days; (iii) 48 hours before the start of the package in the case of trips lasting less than two days; or

(b) the organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveller of the termination of the contract without undue delay before the start of the package.

(4) The organiser shall provide any refunds required under sub-regulations (2) and (3) or, with respect to sub-regulation (1), reimburse any payments made by or on behalf of the traveller for the package minus the appropriate termination fee. Such refunds or reimbursements shall be made to the traveller without undue delay and in any event not later than 14 days after the package travel contract is terminated.

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

Responsibility
for the
performance of
the package.

Provided that when a package travel contract is sold by a retailer, the retailer is also responsible for the performance of the package and any provisions applicable to the organiser under regulation 6 and regulation 8 to regulation 17 shall, *mutatis mutandis*, also apply to the retailer:

Provided further that this shall not affect any right of action the organiser and, or the retailer may have against the organiser, the retailer and, or those other suppliers of services.

(2) The traveller shall inform the organiser without undue delay, taking into account the circumstances of the case, of any lack of conformity which he perceives during the performance of a travel service included in the package travel contract.

(3) If any of the travel services are not performed in accordance with the package travel contract, the organiser shall remedy the lack of conformity, unless that:

B 950

(a) is impossible; or

(b) entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected.

If the organiser, in accordance with paragraph (a) or (b), does not remedy the lack of conformity, regulation 13 shall apply.

(4) Without prejudice to the exceptions laid down in sub-regulation (3), if the organiser does not remedy the lack of conformity within a reasonable period set by the traveller, the traveller may do so himself and request reimbursement of the necessary expenses. It shall not be necessary for the traveller to specify a time-limit if the organiser refuses to remedy the lack of conformity or if immediate remedy is required.

(5) Where a significant proportion of the travel services cannot be provided as agreed in the package travel contract, the organiser shall offer, at no extra cost to the traveller, suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract, for the continuation of the package, including where the traveller's return to the place of departure is not provided as agreed:

Provided that where the proposed alternative arrangements result in a package of lower quality than that specified in the package travel contract, the organiser shall grant the traveller an appropriate price reduction:

Provided further that the traveller may reject the proposed alternative arrangements only if they are not comparable to what was agreed in the package travel contract or the price reduction granted is inadequate.

(6) Where a lack of conformity substantially affects the performance of the package and the organiser has failed to remedy it within a reasonable period set by the traveller, the traveller may terminate the package travel contract without paying a termination fee and, where appropriate, request, in accordance with regulation 13, price reduction and, or compensation for damages.

Provided that if it is impossible to make alternative arrangements or the traveller rejects the proposed alternative arrangements in accordance with the third paragraph of sub-regulation (5), the traveller is, where appropriate, entitled to price reduction and, or compensation for damages in accordance with regulation 13 without

terminating the package travel contract:

Provided further that if the package includes the carriage of passengers, the organiser shall, in the cases referred to in this sub-regulation, also provide repatriation of the traveller with equivalent transport without undue delay and at no extra cost to the traveller.

(7) As long as it is impossible to ensure the traveller's return as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the organiser shall bear the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three nights per traveller. Where longer periods are provided for in European Union passenger rights legislation applicable to the relevant means of transport for the traveller's return, those periods shall apply.

(8) The limitation of costs referred to in sub-regulation (7) shall not apply to persons with reduced mobility, as defined in point (a) of Article 2 of Regulation (EC) No 1107/2006 of the European Parliament and of the Council, and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that the organiser has been notified of their particular needs at least 48 hours before the start of the package. The organiser may not invoke unavoidable and extraordinary circumstances to limit the liability under sub-regulation (7) if the relevant transport provider may not rely on such circumstances under applicable European Union Legislation.

13. (1) The traveller is entitled to an appropriate price reduction for any period during which there was lack of conformity, unless the organiser proves that the lack of conformity is attributable to the traveller.

Price reduction
and
compensation
for damages.

(2) The traveller shall be entitled to receive appropriate compensation from the organiser for any damage which the traveller sustains as a result of any lack of conformity. Compensation shall be made without undue delay.

(3) The traveller shall not be entitled to compensation for damages if the organiser proves that the 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.

B 952

(4) Insofar as international conventions binding the European Union limit the extent of or the conditions under which compensation is to be paid by a provider carrying out a travel service which is part of a package, the same limitations shall apply to the organiser:

Provided that if any other international conventions not binding the European Union, but of which Malta is a party to, that limit compensation to be paid by a service provider carrying out a travel service which is part of a package, the same limitations provided in such international conventions shall also apply to the organisers:

Provided further that in other cases, the package travel contract may limit compensation to be paid by the organiser as long as that limitation does not apply to personal injury or damage caused intentionally or with negligence and does not amount to less than three times the total price of the package.

(5) Any right to compensation or price reduction under these regulations shall not affect the rights of travellers under Regulation (EC) No 261/2004 of the European Parliament and of the Council, Regulation (EC) No 1371/2007 of the European Parliament and of the Council, Regulation (EC) No 392/2009 of the European Parliament and of the Council, Regulation (EU) No 1177/2010 of the European Parliament and of the Council and Regulation (EU) No 181/2011 of the European Parliament and of the Council and under international conventions. Travellers shall be entitled to present claims under these regulations and under European Union legislation and international conventions. Compensation or price reduction granted under these regulations and the compensation or price reduction granted under European Union legislation and international conventions shall be deducted from each other in order to avoid overcompensation.

(6) The limitation period for introducing claims under this Regulation is two years from the last day of the package.

Possibility to
contact the
organiser via the
retailer.

14. Without prejudice to the second proviso to regulation 12(1), the traveller 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 organiser without undue delay.

For the purpose of compliance with time-limits or limitation periods, receipt of the messages, requests or complaints referred to in the previous paragraph by the retailer shall be considered as receipt by the organiser.

15. The organiser shall give appropriate assistance without undue delay to the traveller in difficulty, including in the circumstances referred to in regulation 12(7), in particular by:

Obligation to provide assistance.

(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.

The organiser shall be able to charge a reasonable fee for such assistance if the difficulty is caused intentionally by the traveller or through the traveller's negligence. That fee shall not in any event exceed the actual costs incurred by the organiser.

16. (1) Organisers are to provide security for the refund of all payments made by or on behalf of the travellers insofar as the relevant services are not performed as a consequence of the organiser's insolvency. If the carriage of passengers is included in the package travel contract, organisers shall also provide security for the travellers' repatriation. Continuation of the package may be offered:

Effectiveness and scope of insolvency protection.

Provided that organisers not established in Malta which sell or offer for sale packages in Malta, or which by any means direct such activities to Malta, shall be obliged to provide the security in accordance with the laws of Malta:

Provided further that organisers, who are subject to the provisions of the Package Travel Insolvency Fund Regulations, shall provide the security as established in the said regulations.

S.L. 409.18

(2) The security provided by organisers referred to in sub-regulation (1) shall be effective and shall cover reasonably foreseeable costs. It shall cover the amounts of payments made by or on behalf of travellers in respect of packages, taking into account the length of the period between down payments and final payments and the completion of the packages, as well as the estimated cost for repatriations in the event of the organiser's insolvency.

(3) An organiser's insolvency protection shall benefit travellers regardless of their place of residence, the place of departure or where the package is sold and irrespective of the Member State where the entity in charge of the insolvency protection is located.

(4) When the performance of the package is affected by the organiser's insolvency, the security shall be available free of charge to ensure repatriations and, if necessary, the financing of accommodation

B 954

prior to the repatriation.

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

Mutual
recognition of
insolvency
protection and
administrative
cooperation.
S.L. 409.18

17. (1) Any insolvency protection provided by an organiser under such measures of the Member State of his/her establishment shall be recognized as meeting the requirements of Regulation 16 and, if applicable, of the Package Travel Insolvency Fund Regulations.

(2) The Authority shall facilitate the administrative cooperation and supervision of organisers. The Authority shall notify its contact details to all other Member States and the Commission.

(3) The Authority shall make available to other central contact points established in the different Member States, all necessary information on its national insolvency protection requirements and the identity of the entity or entities in charge of the insolvency protection for specific organisers established in its territory. The Authority shall grant other central contact points established in the different Member States access to any available inventory listing organisers which are in compliance with their insolvency protection obligations. Any such inventory shall be publicly accessible, including online.

(4) Should the Authority have any doubts about an organiser's insolvency protection, it shall seek clarification from the organiser's Member State of establishment.

(5) The Authority shall respond to requests from other Member States as quickly as possible taking into account the urgency and complexity of the matter. In any event, a first response shall be issued at the latest within 15 working days from receiving the request.

Insolvency
protection and
information
requirements for
linked travel
arrangements.

18. (1) Traders facilitating linked travel arrangements 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. In the case where the traders are responsible of the carriage of passengers, this security shall also cover the traveller's repatriation. The second sub-paragraph of regulation 16(1), regulation 16(2) to (5) and regulation 17 shall, *mutatis mutandis*, apply.

(2) 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 Malta but, by any means, directs such activities to Malta, 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 these regulations 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 regulation 18(1).

In order to comply with this Regulation, the trader facilitating a linked travel arrangement shall provide the traveller with that information by means of the relevant standard form set out in Schedule II, or, where the particular type of linked travel arrangement is not covered by any of the forms set out in that Schedule, provide the information contained therein.

(3) Where the trader facilitating linked travel arrangements has not complied with the requirements set out in sub-regulations (1) and (2), the rights and obligations laid down in regulation 8 and regulations 11 to 15 shall apply in relation to the travel services included in the linked travel arrangement.

(4) Where a linked travel arrangement is the result of the conclusion of a contract between a traveller and a trader who does not facilitate the linked travel arrangement, that trader shall inform the trader facilitating the linked travel arrangement of the conclusion of the relevant contract.

19. Without prejudice to the second proviso to regulation 12(1), where the organiser is established outside the European Economic Area, a retailer established in Malta shall be subject to the obligations laid down for organisers in regulations 12 to 17, unless the retailer provides evidence that the organiser complies with those regulations.

Specific obligations of the retailer where the organiser is established outside the European Economic Area.

20. A trader is liable for any errors due to technical defects in the booking system which are attributable to him and, where the trader has agreed to arrange the booking of a package or of travel services which are part of linked travel arrangements, for the errors made during the booking process:

Liability for booking errors.

Provided that a trader shall not be liable for booking errors which are attributable to the traveller or which are caused by unavoidable and extraordinary circumstances.

21. In cases where an organiser or, in accordance with the second proviso to regulation 12(1) or regulation 19, a retailer pays compensation, grants price reduction or meets the other obligations incumbent on him under these regulations, the organiser or retailer has

Right of redress.

B 956

the right to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations.

Imperative
nature of these
regulations.

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

(2) Travellers may not waive the rights conferred on them by these regulations.

(3) Any contractual arrangement or any statement by the traveller which directly or indirectly waives or restricts the rights conferred on travellers pursuant to these regulations or aims to circumvent the application of these regulations shall not be binding on the traveller.

Enforcement
and penalties.

23. (1) Any person who fails to comply with any of the provisions of these regulations shall be guilty of an offence and shall be liable on conviction to a fine (*multa*) of not less than one thousand and one hundred and sixty-four euro and sixty-nine cents (€1,164.69) and not more than twenty-three thousand and two hundred and ninety-three euro and seventy-three cents (€23,293.73).

(2) The court, besides awarding the punishment referred to in sub-regulation (1), shall order the offender to undo anything which was done in breach of these regulations or to comply with these regulations, as the case may be, within a time sufficient for the purpose, but in any case not exceeding three months from the date of the judgement, to be fixed by the court; and if the offender fails to comply with any order within the time so fixed, he shall be liable to a fine (*multa*) of not less than one thousand and one hundred and sixty-four euro and sixty-nine cents (€1,164.69) and not more than eleven thousand and six hundred and forty-six euro and eighty-seven cents (€11,646.87), as the court may fix, for every day the default continues after the expiration of the said time.

(3) (a) Compliance with the provisions of these regulations by a trader shall also be deemed to be a condition to which a licence to operate any tourism operation regulated under the Act is subject to, irrespective of whether reference to these regulations is made in the licence itself.

(b) Any trader who fails to comply with any of the provisions of these regulations and is in possession or should be in

possession of a licence issued under the Act shall be guilty of an offence and shall be liable to the fines and penalties as stipulated in articles 43 and 45 of the Act.

(c) If the Authority is satisfied that the trader has repeatedly contravened or failed to comply with these regulations, the Authority may then suspend or decline to renew the licence of the trader to operate as a tourism operation under the Act for a period not exceeding one year.

(4) Where an offence under these regulations has been committed by a body corporate and is proved to have been committed with the consent or connivance of, or to have been facilitated by any neglect on the part of any director, manager, secretary or other similar officer of such body or of any person who was purporting to act in any such capacity, that person, as well as such body, shall be guilty of an offence and shall be liable to be proceeded against and punished as if he were guilty of any of the offences mentioned in these regulations.

(5) An authorised officer may, if he has reasonable grounds for suspecting that an offence has been committed under these regulations, at all reasonable hours and on production, if required, of his credentials, exercise the following powers, namely:

(a) inspect any goods and enter any premises other than premises used only as a dwelling;

(b) require any person engaged in the organisation or retailing of packages to produce any books or documents relating to the activity and take copies of, or of any entry, in any such book or document; or require such a person to produce in a visible and legible documentary form any information so relating which is contained in a computer, and take copies of it;

(c) seize and detain any goods or documents which may be required as evidence in proceedings for an offence under these regulations. In doing so the officer shall inform the person from whom they are seized;

(d) require any person engaged in the organisation or retailing of packages to give any other information which the officer may reasonably require in regard to such activity;

(e) summon, at any reasonable time, any other person employed or engaged in the organisation or retailing of packages to give to the officer any information which the officer may reasonably require in regard to such activity and to produce to

B 958

the officer any records which are in that person's control.

(6) Any person who obstructs or interferes with an authorised officer in the exercise of the officer's functions under these regulations or gives to an authorised officer information which is false or misleading shall be guilty of an offence and shall be liable to the fines and penalties as stipulated in articles 43 and 45 of the Act.

(7) Any person who refuses to comply with any request of an authorised officer in the exercise of the officer's functions under these regulations shall be guilty of an offence and shall be liable to the fines and penalties as stipulated in articles 43 and 45 of the Act.

(8) The provisions of articles 43(3), 43(4) and 45 of the Act shall, *mutatis mutandis*, apply to any person who fails to comply with any of the provisions of these regulations.

(9) The provisions of regulation 23 shall also apply to any trader to whom these regulations may apply, even if such trader does not operate a tourism operation which requires a licence under the Act.

Repeal.
S.L. 409.01

24. The Package Travel, Package Holidays and Package Tours Regulations are, with effect from 1st July, 2018, hereby being repealed and any reference to the said regulations shall be deemed as a reference to these regulations.

SCHEDULE I

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 and of the Package Travel and Linked Travel Arrangements Regulations (S.L.409.19 of the Laws of Malta).

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](#) and the [Package Travel and Linked Travel Arrangements Regulations](#) (S.L.409.19 of the Laws of Malta).

Following the hyperlink the traveller will receive the following information:

Key rights under [Directive \(EU\) 2015/2302](#) and the [Package Travel and Linked Travel Arrangements Regulations](#) (S.L.409.19 of the Laws of Malta):

- 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

B 960

serious security problems at the destination which are likely to affect the package.

- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser and, or where applicable the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if 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.

justiceservices.gov.mt

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 and of the Package Travel and Linked Travel Arrangements Regulations (S.L.409.19 of the Laws of Malta).

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 and the Package Travel and Linked Travel Arrangements Regulations (S.L.409.19 of the Laws of Malta):

- 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

B 962

of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser and/or, the retailer becomes insolvent, payments will be refunded. If the organiser and/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.

justiceservices.gov.mt

Part C

Standard information form where the organiser transmits data to another trader (paragraph (b)(v) of the definition "package" - regulation 2)

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 the Package Travel and Linked Travel Arrangements Regulations (S.L.409.19 of the Laws of Malta) and Directive (EU) 2015/2302.

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

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

More information on key rights under [Directive \(EU\) 2015/2302](#) and the [Package Travel and Linked Travel Arrangements Regulations](#) (S.L.409.19 of the Laws of Malta).

Following the hyperlink the traveller will receive the following information:

Key rights under the Package Travel and Linked Travel Arrangements Regulations (S.L.409.19 of the Laws of Malta) and 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

B 964

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 contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser and/or the retailer becomes insolvent, payments will be refunded. If the organiser and/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.

justiceservices.gov.mt

SCHEDULE II

Part A

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of paragraph (a) in the definition of "linked travel arrangement" in regulation 2 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 and the Package Travel and Linked Travel Arrangements Regulations (S.L.409.19 of the Laws of Malta).

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

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

More information on insolvency protection ([LINK](#))

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.

B 966

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

justiceservices.gov.mt

Part B

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of paragraph (a) in the definition of "linked travel arrangement" in regulation 2 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 and the Package Travel and Linked Travel Arrangements Regulations (S.L.409.19 of the Laws of Malta.

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 ([LINK](#))

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. justiceservices.gov.mt

Part C

Standard information form in the case of linked travel arrangements within the meaning of paragraph (a) in the definition of "linked travel arrangement" in regulation 2 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 and the Package Travel and Linked Travel Arrangements Regulations (S.L. 409.19 of the Laws of Malta.

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

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

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

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email 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.

justiceservices.gov.mt

Part D**Standard information form where the trader facilitating an online linked travel arrangement within the meaning of paragraph (b) in the definition of "linked travel arrangement" in regulation 2 is a carrier selling a return ticket**

If you book additional travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302 and the Package Travel and Linked Travel Arrangements Regulations (S.L.409.19 of the Laws of Malta.

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 ([LINK](#))

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.

justiceservices.gov.mt

Part E

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of paragraph (b) in the definition of "linked travel arrangement" in regulation 2 is a trader other than a carrier selling a return ticket

If you book additional travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302 and the Package Travel and Linked Travel Arrangements Regulations (S.L.409.19 of the Laws of Malta).

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 ([LINK](#))

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.

justiceservices.gov.mt

