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**170  
ACT**

Of 15 May 2018

**On package travel, linked travel arrangements, certain conditions of engaging in the tourism business, and  
amending and supplementing certain acts**

The National Council of the Slovak Republic has adopted the following Act:

## **Article I**

### **Section 1**

#### **Subject of regulation**

(1) This Act regulates

- a) rights and obligations related to the provision of travel services pursuant to a package travel contract or to the provision of linked travel arrangements pursuant to Section 4;
- b) the competences of public authorities in the tourism sector;
- c) certain conditions of engaging in the tourism business;
- d) liability and sanctions for a breach of an obligation stipulated by this Act.

(2) This Act shall not apply to package travel or linked travel arrangements:

- a) provided for a period of less than 24 hours, if they do not include accommodation;
- b) provided on an occasional basis, only to a limited group of travellers and without the aim of attaining a profit; or
- c) purchased on the basis of a general agreement the subject of which is the arrangement of travel services in connection with business trips concluded by and between a trader and another person who is concluding and performing the agreement within its line of business or occupation or a person who is acting on behalf or on the account of such a person.

(3) Areas regulated by this Act shall be governed by the Civil Code and a special regulation [1\)](#) unless this Act stipulates otherwise.

## Section 2

### Definitions of certain terms

For the purpose of this Act, the following terms shall have the following meaning:

a) Travel Service shall mean:

1. carriage;
2. accommodation that does not constitute a natural component of carriage and is not intended for residential purposes;
3. motor vehicle rental<sup>2)</sup> or the rental of two-wheel motor vehicles the driving of which requires a class A driver's licence<sup>3)</sup>; or
4. any other tourist service that does not constitute a natural component of the travel services listed in points one, two, or three;

b) Traveller shall mean an individual who is concluding a package travel contract, or contracts that constitute linked travel arrangements, or who is to be provided travel services on the basis of a package travel contract or contracts that constitute linked travel arrangements;

c) Trader shall mean a person who, in concluding and performing package travel contracts or contracts that constitute linked travel arrangements, acts within the line of its business, including if operating through another person who is acting on its behalf or on the basis of an authorisation; this may include a tour operator agency, travel agency, or the provider of tourism services;

d) Protection in the Case of Insolvency<sup>4)</sup> shall mean the provision of a guarantee of performance in the extent specified by this Act on the basis of an insurance agreement or a bank guarantee agreement<sup>5)</sup> concluded between a tour operator agency and the provider of protection in the case of insolvency;

e) Provider of Protection in the Case of Insolvency shall mean:

1. an insurance company, a branch of an insurance company from another European Union Member State, a branch of a foreign insurance company or an insurance company from another European Union Member State authorised to engage in the insurance business on the basis of the right of free provision of services<sup>6)</sup>; or
2. a bank, a branch of a foreign bank or a foreign bank having its registered office in another European Union Member State without establishing a branch authorised to engage in banking activities on the basis of the right of free provision of services<sup>7)</sup>;

f) Point of Sale shall mean an establishment<sup>8)</sup> or other premises in which a trader customarily carries on its business, including a web office or other means of remote communication that make it possible to enter into a contract without the contracting parties being simultaneously present physically;

g) Durable Medium shall mean allowing a traveller or trader to maintain information addressed to it in a manner allowing for future use of that information for a person corresponding to the nature of

the information and that allows for an unaltered reproduction of the saved information, in particular, paper, e-mail, USB key, CD, DVD, memory card or fixed computer disc;

h) Unavoidable and Exceptional Circumstance shall mean a circumstance that the contracting party that is invoking it could not influence and the consequences of which it is unable to avert, even if it took all appropriate measures;

i) Start of Package Travel shall mean the commencement of the provision of the first travel service that constitutes package travel;

j) Repatriation shall mean the return of a traveller to the point of departure or to another point on which the contracting parties agree.

### Section 3

#### **Package travel**

(1) Package travel is a combination of at least two different travel services pursuant to Section 2 (a) purchased for the purpose of the same trip;

a) if travel services have been combined by a single trader, even if done at the request of the traveller or based on a traveller's selection made prior to the conclusion of a package travel contract; or

b) regardless of whether separate contracts are concluded with the providers of travel services, provided that such travel services are:

1. purchased at one point of sale and combined before the traveller undertook to pay their price;

2. offered, sold, or charged at an aggregate price or total price;

3. offered or sold under the title "package travel", "travel services package", or a similar designation;

4. combined by a traveller after the conclusion of a contract that gives the traveller a right to choose from various types of travel services; or

5. purchased from various traders through linked online booking systems in which the trader with which the first travel service contract is concluded sends the name and surname, payment details, and electronic address of the traveller to another trader or other traders, and a travel services contract is concluded with that trader or traders within 24 hours of the confirmation of the booking of the first travel service.

(2) Package travel is not a combination of one type of the travel services listed in Section 2 (a), points one, two, or three, and one other travel service or several other travel services pursuant to Section 2 (a), point four, if:

a) such other travel services are not provided as a material component of the combination of travel services or do not otherwise constitute a material component thereof or if the price of such other travel services does not amount to more than 25 % of the total price of the combination of travel services; or

b) a traveller chose and purchased such other travel services only after the commencement of the provision of the travel service specified in Section 2 (a), points one, two, or three.

#### Section 4

##### **Linked travel arrangements**

(1) Linked travel arrangements are a combination of at least two different types of travel services pursuant to Section 2 (a) purchased for the purpose of the same trip, which do not constitute a package trip, provided that independent contracts are concluded with several providers of travel services, if the traveller:

a) is allowed, during a single visit at a point of sale or in the course of a single contact with a point of sale, to choose and pay for each travel service separately; or

b) receives targeted facilitation of at least one additional travel service performed by another trader, provided that the contract with such other trader is concluded within 24 hours of the confirmation of the order of the first tourism service.

(2) Linked travel arrangements do not constitute a combination of a single type of the travel services listed in Section 2 (a) points one, two, or three, and one or several other travel services pursuant to Section 2 (a) point four, if such other travel services are not provided as a material component of a combination of travel services or do not otherwise constitute material component thereof or if the price of such other tourism services does not amount to more than 25 % of the total price of the combination of travel services.

##### **Tour operator agency and travel agency**

#### Section 5

(1) The operation of a tour operator agency or the operation of a travel agency constitute engagement in business on the basis of a trade licence.<sup>9)</sup>

(2) A tour operator agency is a trader who combines tourism services in order to put together package travel, sells or offers for sale package travel, and enters into package travel contracts or facilitates linked travel arrangements.

(3) A tour operator agency has the exclusive right to:

a) enter into package travel contracts in its own name, through another trader, or in association with another trader;

b) send data pertaining to a traveller to another trader pursuant to Section 3 (1) (b), point five;

c) facilitate linked travel arrangements.

(4) Furthermore, a tour operator agency may:

a) create travel service combinations that do not constitute package travel, offer and sell them to another tour operator agency or travel agency for their resale;

b) offer and sell travel services;

c) facilitate the sale of travel services for another tour operator agency, travel agency, or for other persons, in particular carriers or accommodation facility operators;

d) facilitate the sale of package travel for another tour operator agency; a package travel contract must be concluded in the name of the tour operator agency for which the package travel is being facilitated, and that tour operator agency shall be liable for the performance of the package travel contract;

e) sell items associated with travel.

(5) A travel agency is a trader who, within the scope of its line of business:

a) creates travel service combinations that do not constitute package travel, offers and sells them to another tour operator agency or travel agency for their resale;

b) offers and sells travel services;

c) facilitates the sale of travel services for another tour operator agency, travel agency, or for other persons, in particular carriers or accommodation facility operators;

d) facilitates the sale of package travel for another tour operator agency; a package travel contract must be concluded in the name of the tour operator agency for which package travel is being facilitated, and that tour operator agency shall be liable for the performance of the package travel contract;

e) sells items associated with travel.

(6) A tour operator agency or a travel agency must not facilitate the sale of package travel for a person that is not a tour operator agency.

## Section 6

(1) An individual operating a tour operator agency, the statutory body of a tour operator agency, the head of an organisational unit of an enterprise that is a tour operator agency, the head of an organisational unit of an enterprise of a foreign entity that is a tour operator agency, or the head of an enterprise of a foreign entity that is a tour operator agency, must meet the requirement of being trustworthy.

(2) For the purpose of the operation of a tour operator agency, a person shall not be deemed trustworthy who:

a) held, in the last three years, the position of a statutory body, holder of a registered power of attorney, supervisory board member, or the head of an organisational unit of a legal entity whose trade licence has terminated or on which a sanction was imposed for a material or particularly material breach of an obligation related to consumer protection pursuant to Section 32 or pursuant to special regulations [10](#));

b) held, in the last three years, the position of a statutory body, holder of a registered power of attorney, supervisory board member, or the head of an organisational unit of a legal entity which was placed in receivership;

c) held, in the last three years, the position of a statutory body, holder of a registered power of attorney, supervisory board member, or the head of an organisational unit of a legal entity which became insolvent, whose assets were declared bankrupt, which was permitted to restructure, which had forced composition or permitted composition confirmed, against which a bankruptcy application was rejected due to insufficient assets, with respect to which bankruptcy proceedings were stopped due to insufficient assets, or whose bankruptcy was cancelled due to insufficient assets <sup>11</sup>).

(3) The trustworthiness of the persons listed in paragraph (1) shall be documented by a tour operator agency to an authority supervising adherence to obligations by tour operator agencies and travel agencies (hereinafter referred to as “supervisory authority”) by means of a sworn declaration.

(4) The tour operator agency shall inform the supervisory body without delay of any and all changes in the persons listed in paragraph (1).

## Section 7

(1) A travel agency shall:

a) Designate its point of sale and materials promoting package travel or linked travel arrangements as well as other materials pertaining to the sale of package travel or linked travel arrangements, which are intended for travellers, including their electronic versions, with the words “travel agency”, unless its business name already includes that designation;

b) Inform travellers, in its promotion or in an offer prior to selling package travel or linked travel arrangements or single travel service about the name of the trader for which the sale of package travel, linked travel arrangement, or single travel service is being facilitated;

c) Before commencing the sale of package travel or offering package travel for a trader settled in another European Union Member State, inform the supervisory authority thereof without delay and, if the trader is settled in another European Union Member State, provide a copy of documents concerning its protection in case of insolvency that must feature information about such protection, in particular the name or business name of the provider of protection in case of insolvency, its registered office or place of business, electronic address, telephone contact, and an insurance agreement or bank guarantee ensuring protection in case of insolvency (hereinafter referred to as “sum ensuring protection in case of insolvency”);

d) When facilitating the sale of package travel for a trader settled in another European Union Member State, present to the traveller for consulting, at his request, a copy of an authorisation to engage in business in the sale of package travel and facilitation of linked travel arrangements, issued pursuant to applicable legal regulations of the state in which the trader is settled, including an officially verified translation thereof, and a copy of documents concerning its protection in case of insolvency that must contain information about such protection, in particular the name or business name of the provider of protection in case of insolvency, its registered office or place of business, electronic address, telephone contact, and the sum ensuring protection in case of insolvency.

(2) A travel agency may not sell or offer for sale package travel of a trader settled in another European Union Member State which fails to present a copy of an authorisation to engage in business in the sale of package travel and facilitation of linked travel arrangements issued pursuant to applicable legal regulations of the state in which the trader is settled, including an officially verified translation thereof, and documents concerning its protection in case of insolvency that must contain information about such protection, in particular the name or business name of the provider of protection in case of insolvency, its registered office or place of business, electronic address, telephone contact, and the sum ensuring protection in case of insolvency.

## Section 8

(1) A tour operator agency shall:

a) Designate its point of sale and materials promoting package travel or linked travel arrangements as well as other materials pertaining to the sale of package travel or linked travel arrangements, which are intended for travellers, including their electronic versions, with the words “tour operator agency”, unless its business name already includes that designation;

b) Inform travellers, in its promotion or in an offer prior to selling package travel, linked travel arrangements, or a single travel service about the name of the trader for which the sale of package travel, linked travel arrangement or single travel service is being facilitated;

c) Comply with obligations pursuant to Sections 11 and 12;

d) Authorise in writing a representative whom a traveller may approach for assistance in case of difficulty at any time during package travel and who is authorised to accept and handle travellers’ claims during package travel;

e) Ensure protection in case of insolvency, at least to the extent specified in Section 9 (2), throughout the operation of a tour operator agency, such that all travellers’ claims would be satisfied in the event of its insolvency, pursuant to Section 9 (1).

(2) A tour operator agency shall, in facilitating the sale of package travel for another tour operator agency, adhere to the obligations of travel agencies stated in Section 7 (1) (c) and (d) and (2).

(3) A separate offer and separate sale of travel services or separate billing of items included in an individual package travel does not exempt a tour operator agency from the obligations arising from this Act.

## Insolvency protection

### Section 9

(1) A traveller who has paid a tour operator agency for travel services that constitute a component of package travel or for linked travel arrangements is entitled to immediate performance arising from insolvency protection, in the event that a tour operator agency, due to its insolvency:

a) fails to ensure repatriation, if it constitutes a component of package travel or the travel service that the tour operator agency was to provide as a component of linked travel arrangements;

b) fails to refund to a traveller an advance payment or the price paid for package travel if the package travel does not take place, or does not refund payments accepted by the tour operator agency for a travel service that constitutes a component of linked travel arrangement facilitated by the tour operator agency if the service has not been performed;

c) fails to refund to the traveller the difference between the price paid to the tour operator agency and the price of a partially performed package tour or a partially performed travel service if the package travel or the travel service that constituted a component of a linked travel arrangement facilitated by the tour operator agency was only performed in part.

(2) When concluding an insolvency protection agreement, a tour operator agency shall agree with the provider of insolvency protection on the sum ensuring protection that must amount to at least 30 % of the planned annual revenue from the sale of package travel and linked travel arrangements. If the planned revenues are to be lower than in the previous year, the tour operator agency shall agree on a sum ensuring insolvency protection that amounts to at least 30 % of the revenues from the sale of package travel and the facilitation and sale of linked travel arrangements in the previous year. The tour operator agency shall be liable for the correctness of the data presented to the provider of insolvency protection that is required for the determination of an adequate sum ensuring protection; if a provider of insolvency protection enters into an agreement ensuring protection with a tour operator agency, it shall agree a sum ensuring protection at least in the amounts specified in sentences one and two.

(3) A tour operator agency and a provider of insolvency protection shall enter into an insolvency protection agreement such that it would apply to all package travel and linked travel arrangements sold during its term, regardless of when the consequences of insolvency become manifest.

(4) Insolvency protection must apply to costs reasonably expected, which include, in particular, all payments received by the tour operator agency from travellers or on his behalf for package travel or linked travel arrangements, taking into account the time from the payment of advances and final payments to the provision of package travel or of the travel services that constitute linked travel arrangements, as well as the expected costs of repatriation in the event of the insolvency of the tour operator agency that provides for carriage.

(5) The provider of insolvency protection shall only be obliged to perform up to the sum ensuring such protection.

(6) The fact that insolvency protection has been ensured shall be documented by presenting a counterpart or an officially verified copy of an insolvency protection agreement concluded with the provider thereof.

(7) After the conclusion of an insolvency protection agreement, the provider shall provide to the tour operator agency a document of such protection, containing, in particular, the sum ensuring insolvency protection and expiration date of the agreement.

(8) A trader having its registered office outside of a European Union Member State that sells or offers package travel for sale in Slovakia, or that in any way directs such activities towards the Slovak Republic, is obliged to ensure insolvency protection pursuant to this Act. A trader having its registered office in another European Union Member State shall document compliance with the obligation to ensure insolvency protection to the extent specified in legal regulations applicable in the state in which the trader is settled.



## Section 10

- (1) Unless Sections 9 to 13 stipulate otherwise, insolvency protection in the form of insurance shall be appropriately governed by the Civil Code and a specific regulation concerning insurance, [12](#)).
- (2) Unless Sections 9 to 13 stipulate otherwise, insolvency protection in the form of a bank guarantee shall be appropriately governed by the Civil Code and a specific regulation concerning the banking business. [13](#))
- (3) Insolvency insurance may only be concluded with a provider of insolvency protection pursuant to Section 2 (e), point one.
- (4) A bank guarantee may only be agreed with a provider of insolvency protection pursuant to Section 2 (e), point two.

## Section 11

- (1) Prior to the conclusion of an insolvency protection agreement, a tour operator agency shall provide to the provider of such protection true and complete information, in particular concerning:
  - a) the types of package travel offered and the expected number of package travel sold and the number of travellers;
  - b) linked travel arrangements that it will facilitate and about whether they will also include carriage for which the tour operator agency is liable;
  - c) the expected number of linked travel arrangements to be facilitated and about the number of travellers;
  - d) the expected sum of payments to be received from travellers or in their currency for package travel and travel services that constitute linked travel arrangements.
- (2) At the request of an insolvency protection provider, a tour operator agency is obliged to present to the provider, as part of documents for concluding an insolvency protection agreement, an agreement concluded with an entrepreneur that will, in the event of the insolvency of the tour operator agency, arrange for repatriation, including the accommodation and meals required, if this is not provided by the tour operator agency.
- (3) A tour operator agency that is not obliged to deposit its financial statement in the public section of a register in line with a specific regulation [14](#)) shall present to the insolvency protection provider, prior to the conclusion of an insolvency protection agreement, its financial statement for the previous year, if such has been drawn up.
- (4) Prior to concluding an insolvency protection agreement or at any time during the term of the contractual relationship, a tour operator agency shall present to the insolvency protection provider, upon its request, any and all information related to insolvency protection and provide explanations related thereto, at the request of the provider.
- (5) A tour operator agency shall:

a) Inform the supervisory authority of the conclusion or an amendment of an insolvency protection agreement and present therewith a counterpart or an officially verified copy of the agreement within five days of its conclusion or amendment;

b) Inform the supervisory authority promptly of any change in the information recorded in the list referred to in Section 30 (2) (a) and (b).

(6) A provider of insolvency protection shall immediately inform the supervisory authority about the provision of performance to travellers arising from an insolvency protection agreement and about the total sum of the performance provided.

(7) A tour operator agency and a provider of insolvency protection shall promptly inform the supervisory authority of the termination of such protection if it terminates prior to the expiration of the term for which the insolvency protection agreement has been concluded.

## Section 12

(1) A tour operator agency shall keep its accounts in the double-entry accounting system pursuant to a special regulation. [14\)](#)

(2) In notes to each financial statement, a tour operator agency shall, in addition to the particulars specified by specific regulations [15\)](#) state the sum of:

a) revenue from the sale of package travel;

b) revenue from the facilitation and sale of linked travel arrangements;

c) revenue from the sale of travel services;

d) advances paid by travellers on package travel or linked travel arrangements.

(3) A tour operator agency that is not obliged to deposit its financial statement in the public section of a register in line with a specific regulation [14\)](#) shall present its financial statement to the supervisory authority promptly after it has been drawn up.

(4) A tour operator agency shall draw up, as at the last day of a calendar quarter, an interim financial statement. An interim financial statement and information about the number of package travel sold and of travel services sold as a component of linked travel arrangements shall be presented by the tour operator agency to the supervisory authority promptly after it has been drawn up.

(5) If it is evident to a tour operator agency from the data stated in its financial statement or interim financial statement, or from other information known to the tour operator agency, that the sum ensuring insolvency protection does not amount to at least 30 % of its revenues from the sale of package travel and linked travel arrangements, the tour operator agency shall ensure a remedy by arranging insolvency protection such that the sum ensuring protection would meet the requirements set out in Section 9 (2).

(6) The supervisory authority shall assess information from a financial statement pursuant to a special regulation [14\)](#) and the data submitted by the tour operator agency pursuant to paragraph 4, and if the information submitted indicates that the sum ensuring insolvency protection does not

amount to at least 30 % of revenues from the sale of package travel and linked travel arrangements, it shall prohibit the tour operator agency from selling package travel or facilitating linked travel arrangements until such time as a remedy is ensured, and it shall report this fact to the provider of insolvency protection.

(7) Should a tour operator agency fail to perform a remedy within the period set by the supervisory authority, the insolvency protection agreement shall terminate.

### Section 13

(1) If a tour operator agency is threatened by insolvency or it is insolvent, it shall promptly inform the provider of insolvency protection thereof in writing, providing it with a true explanation of the circumstances of the occurrence of the insolvency and the scope of its consequences, and shall present the documents required, as requested by the provider.

(2) Should a tour operator agency fail to ensure, due to its insolvency, the due provision of travel services pursuant to a package travel contract or the due provision of linked travel arrangements pursuant to contracts on the provision of travel services, the provider of insolvency protection shall ask the tour operator agency to provide reasons for its failure to satisfy its obligations. The tour operator agency shall respond promptly; if it reports that it is insolvent or fails to respond to the request, the provider of insolvency protection shall proceed in line with paragraph 3 or paragraph 4.

(3) Should a tour operator agency fail to arrange repatriation due to its insolvency, the provider of insolvency protection shall, promptly after verifying the veracity of the insolvency notice:

a) provide financial performance to the tour operator agency, in order that it may arrange repatriation, including any accommodation and meals required;

b) provide financial performance to an entrepreneur in order to ensure repatriation, including the accommodation and meals required, in conformity with a contract presented by a tour operator agency pursuant to Section 11 (2); or

c) arrange repatriation, including the accommodation and meals required, through its authorised employee or a contractually arranged entrepreneur.

(4) A tour operator agency, an entrepreneur with which a tour operator agency has concluded a contract pursuant to Section 11 (2), or a provider of insolvency protection, may provide performance to travellers in the form of a payment for services on the basis of which the travellers will carry on in their package travel or in linked travel arrangement. Performance pursuant to the previous sentence shall be provided free of charge.

(5) If a traveller arranges repatriation, including the accommodation and meals required, at his own expense, the provider of insolvency protection shall, upon request, promptly refund such costs to the traveller, but only up to the amount that it itself would have had to expend if the repatriation, accommodation, and meals were arranged by the tour operator agency, an entrepreneur with which the tour operator agency has concluded a contract pursuant to Section 11 (2), or the provider of insolvency protection.

(6) The tour operator agency shall provide the cooperation required in arranging repatriation, including the accommodation and meals required, pursuant to paragraphs (3) and (5).

(7) Should it be established that a fact on the basis of which performance has been provided to travellers on the basis of an insolvency protection agreement has not occurred, the tour operator agency shall promptly return any and all expenses that the provider has expended in providing performance arising from an insolvency protection agreement to travellers.

(8) Should it come to the attention of a provider of insolvency protection that a tour operator agency has provided documents that were untrue or incomplete and that were of the essence in the conclusion of, or in amending, an insolvency protection agreement, the provider is not entitled to refuse or reduce the performance agreed in the agreement, but shall be entitled to terminate that agreement. The provider of insolvency protection shall give notice of the termination in writing. The termination period shall be eight days, which shall run from the day following the delivery of the written termination notice to the tour operator agency. The insolvency protection shall terminate upon the expiration of the termination period.

(9) Any claims arising for a traveller against a tour operator agency due to its insolvency shall transfer to the provider of insolvency protection. The tour operator agency shall be liable for any claims not paid by the provider to the traveller due to the fact that they exceed the sum ensuring insolvency protection.

(10) Insolvency protection under this Act shall apply to a traveller regardless of his residence, place of boarding, or place where package travel was sold, and regardless of the European Union Member State in which the provider of insolvency protection is settled.

## **Pre-contractual Information**

### **Section 14**

#### **Provision of information prior to the conclusion of a package travel contract**

(1) A tour operator agency or a travel agency that is selling package travel shall, prior to the conclusion of a package travel contract or prior to sending an offer the acceptance of which can lead to the conclusion of a package travel contract, provide information to the traveller through the appropriate form provided in Annex 1, Part A or Part B.

(2) Depending on the type of package tour, a tour operator agency or a travel agency selling package travel shall provide to the traveller information about:

a) the key features of the travel services, which are:

1. the destination(s), travel route, date of the start and end of package travel, duration of the stay, including dates, and in the case of package travel that includes accommodation, also the number of nights for which accommodation will be provided;

2. the type and category of the means of transport, class and travel connections, time of departure and arrival, and if the exact time has not yet been determined, the approximate time of departure and arrival and the expected points and duration of stops;

3. the name, position, category, class, amenities, and key features of the accommodation facility; with respect to the class of the accommodation facility also information about the country according to which the accommodation facility is classified;

4. style, scope, and form of dining;

5. programme at the destination, trips, excursions and other services included in the total price of package travel;

6. information as to whether any of the travel services will be provided to the traveller on a group basis and, if possible, also information about the approximate size of the group, if it is not evident from the context;

7. information about the foreign language if a travel service pursuant to Section 2 (a), point four, is to be provided in a foreign language;

8. information about the general suitability of the trip for persons with reduced mobility and, at the traveller's request, also exact information about the appropriateness of the trip with a view to the traveller's needs;

b) the name or business name, registered seat of a legal entity or place of business of a natural person, telephone and e-mail address of the tour operator agency; when selling package travel through another tour operator agency or travel agency, information shall also be provided about that tour operator agency or travel agency;

c) the total price of package travel, including taxes and all costs and fees or, if such costs and fees cannot be determined prior to the conclusion of a package travel contract, notification of the types of additional costs that may yet be included in the total price of package travel;

d) payment conditions, including the traveller's obligation to pay an advance payment, and its amount, the payment conditions for the payment of the balance of the price or the obligation to provide, upon request, other financial security, and about the conditions applicable thereto;

e) the condition of a minimum number of travellers needing to be attained in order for package travel to take place, and about the period specified in Section 21 (3) (a), within which a traveller must be informed in writing about withdrawal from the package travel contract due to a failure to attain the minimum number of travellers;

f) general information pertaining to passport and visa requirements, including the expected period required for the issuance of a visa, and about any medical requirements at the destination;

g) the traveller's right to withdraw from the package travel contract at any point prior to the commencement of package travel, upon the payment of a termination fee agreed in the package travel contract or a termination fee pursuant to Section 21 (1), if it is demanded by the tour operator agency;

h) insurance for covering costs related to withdrawal from the package travel contract by the traveller or other costs that a traveller may incur, in particular in the event of an accident, illness, or death.

(3) A tour operator agency or a travel agency selling package travel shall, prior to concluding a package travel contract or sending an offer the acceptance of which may result in the conclusion of a package travel contract, provide information about insolvency protection obtained by the tour operator agency with which the traveller is concluding a package travel contract.

(4) If a package travel contract is being concluded over the telephone, the tour operator agency or the travel agency selling package travel shall, prior to the conclusion of a package travel contract, provide to travellers the information specified in Annex 1, Part B, and information pursuant to paragraphs (2) and (3).

(5) If a tour operator agency sends, via interconnected online booking systems, the first name and surname, payment details, and electronic address of a traveller to another trader or other traders pursuant to Section 3 (1) (b), point five, the tour operator agency as well as each of those traders shall provide to the traveller, prior to the conclusion of a package travel contract, or prior to the provision of an offer the acceptance of which may result in the conclusion of a package travel contract, information pursuant to paragraph 2 if it is relevant to the travel services offered. A tour operator agency shall also provide to the traveller information via the form provided in Annex 1 Part C.

(6) Information pursuant to paragraphs (1) to (4) shall be provided in a clear, comprehensible, and certain manner; if the information is being provided in writing, it must be legible.

(7) Information pursuant to paragraph (2) (a), (c) to (e), and (g) shall constitute an integral part of a package travel contract and may only be changed with the consent of both contracting parties. A tour operator agency or a travel agency selling package travel shall inform the traveller of any changes in pre-contractual information in a clear, comprehensible, and certain manner prior to the conclusion of a package travel contract.

(8) Should a tour operator agency or a travel agency selling package travel fail to provide the information referred to in paragraph 2 (c) prior to the conclusion of a package travel contract, travellers shall not pay such additional fees and additional costs.

## Section 15

### **Provision of information prior to the facilitation of linked travel arrangements**

(1) Prior to the conclusion of contracts constituting a linked travel arrangement or prior to sending an offer the acceptance of which may result in the creation of a linked travel arrangement, a tour operator shall inform the traveller in a clear, comprehensible, and certain manner about the fact that:

a) any of the rights applicable exclusively to package travel pursuant to this Act shall not apply to the traveller; each provider of single travel services shall be liable exclusively for the travel services provided by it;

b) the insolvency protection of the tour operator agency pursuant to Sections 9 and 13 will apply to the traveller.

(2) A tour operator agency facilitating a linked travel arrangement shall provide the information specified in paragraph 1 to a traveller, using the relevant form provided in Annex 2. If none of the forms provided in Annex 2 applies to a specific travel service, the obligation to provide to a traveller information specified in the forms provided in Annex 2 shall apply to the tour operator agency accordingly.

(3) If a linked travel arrangement is being facilitated over the telephone, the tour operator agency shall, prior to the conclusion of a contract on the provision of travel services which results in the

creation of a linked travel arrangement, provide to a traveller the information specified in Annex 2 and the information listed in paragraph 1.

(4) Should a tour operator agency fail to adhere to its obligation pursuant to paragraphs (1) and (2) or paragraph (3) in the facilitation of a linked travel arrangement, the rights and obligations set out in Section 18, Sections 21 to 23, and Section 25 shall apply to the travel services that constitute parts of the linked travel arrangement.

(5) A trader who enters into a contract on the provision of travel services with a traveller that has resulted in the creation of a linked travel arrangement, shall without delay and demonstrably inform the tour operator agency thereof. In the event of a breach of the obligations set out in the previous sentence, the trader shall be liable for compliance with the obligations set out in paragraphs (1) and (2).

### **Package travel contracts and the provision of package travel**

#### Section 16

#### **Package travel contracts**

(1) In a package travel contract, a tour operator agency undertakes to arrange package travel for a traveller at the price agreed, which the traveller undertakes to pay.

(2) If package travel is being provided on the basis of separate contracts on the provision of travel services, a package travel contract shall comprise all of the contracts related to the travel services included in package travel.

(3) A package travel contract must be formulated clearly, comprehensibly and certainly; if it is made in written form, it must be legible.

(4) A package travel contract or a confirmation of the conclusion of a package travel contract must contain the information stated in Section 14 (2) and:

a) the traveller's specific requirements to which the tour operator agency has agreed;

b) information about the fact that the tour operator agency is:

1. liable for the provision of package travel pursuant to Section 22; and

2. obliged to provide assistance pursuant to Section 25 should a traveller find himself in difficulty;

c) the name and registered office of a provider of insolvency protection and its contact details;

d) the name, address, electronic address, and telephone contact and, if relevant, fax contact details of a responsible representative or different entity authorised by the tour operator agency, through whom travellers can promptly contact the tour operator agency and effectively communicate with it, request assistance in need, or present a claim should they discover a breach of the package travel contract during package travel;

e) information about the traveller's notification obligation pursuant to Section 22 (2);

f) information allowing direct contact with minors <sup>16)</sup> or a person responsible for a minor at the destination if a minor is travelling, pursuant to a package travel contract that includes accommodation, unaccompanied by his parent or another authorised person;

g) information about the procedure of presenting a claim and the handling of claims, complaints, and notices from travellers and about the possibility and conditions of the resolution of a dispute through an alternative dispute resolution method pursuant to a special legal regulation <sup>17)</sup> and, if relevant, also about the alternative dispute resolution entity within whose competence the trader falls, and information about an alternative dispute resolution platform; <sup>18)</sup>

h) information about the traveller's right to assign a package travel contract to another traveller pursuant to Section 18.

(5) A tour operator agency or a travel agency selling package travel shall, without delay after the conclusion of a package travel contract, hand over to the traveller a counterpart of the package travel contract concluded, or a clearly, comprehensibly, certainly formulated, and legible confirmation of the conclusion of a package travel contract on a durable medium.

(6) If a package travel contract concluded with the contracting parties being simultaneously physically present, the tour operator agency or the travel agency selling package travel shall provide to the traveller at his request also a counterpart of the package travel contract or a confirmation of the conclusion of a package travel contract in paper form.

(7) If an off-premises package travel contract has been concluded, the tour operator agency or the travel agency selling package travel shall provide to the traveller, without delay after the conclusion of the package travel contract, in paper form or with the traveller's consent on a durable medium, a counterpart of the package travel contract concluded, or a confirmation of the conclusion of a package travel contract.

(8) If a tour operator agency sends, via interconnected online booking systems, the first name and surname, payment details, and electronic address of a traveller to another trader or other traders pursuant to Section 3 (1) (b), point five, the traders to which the information about a traveller was sent and who entered into a contract with the traveller that resulted in the creation of package travel, shall inform the tour operator agency that had sent it the traveller's details of the conclusion of the contract and provide to it the information required for complying with its obligations pursuant to this Act. The tour operator agency shall provide to the traveller information referred to in paragraph 4 on a durable medium immediately after it obtains information about the formation of package travel.

(9) A tour operator agency is obliged to provide to the traveller, with sufficient advance notice prior to the commencement of package travel, confirmations, vouchers, travel tickets, entrance tickets, and information about planned departure times or about the check-in time, as well as about any stops planned, travel connections, and arrival at the destination or destinations.

## Section 17

### **Burden of proof**

The burden of proving that the information specified in Sections 14 to 16 has been duly provided shall be borne by the tour operator agency or the travel agency selling package travel or by the tour operator agency facilitating linked travel arrangements.



## **Amendment of a package travel contract prior to the commencement of package travel**

### Section 18

#### **Assignment of a package travel contract**

(1) Prior to the commencement of package travel, a traveller may inform the tour operator agency on a durable medium that, in his stead, another person will take part in package travel who complies with all the conditions agreed for taking part in package travel; this third party's consent to the assignment of the package travel contract must constitute a part of the notice. A change in travellers shall take effect with respect to the tour operator agency if a notice of the assignment of the package travel contract pursuant to sentence one was delivered to the tour operator agency within an appropriate period, but no later than seven days prior to the commencement of package travel, unless the contracting parties have agreed to a shorter period; the person specified in the notice shall become the traveller as at the date of the delivery of the notice.

(2) The original traveller and the new traveller shall bear joint and several liability for the payment of the balance of the package travel price and any fees, surcharges, and other costs that arise in connection with the change in travellers and about which the tour operator agency informs them. The fees, surcharges, and other costs referred to in sentence one must not be inappropriate and must not exceed the actual costs incurred by the tour operator agency due to the assignment of the package travel contract.

(3) The tour operator agency shall document to the new travellers the occurrence of additional fees, surcharges or other costs that have arisen due to the assignment of the package travel contract.

### Section 19

#### **Change in the price of package travel**

(1) Parties may agree in a package travel contract that the tour operator agency may increase the price of package travel by an unilateral action, provided that it, at the same time, precisely determines the price increase calculation method and that the package travel contract stipulates that a traveller is entitled to a reduction in the price of package travel corresponding to the reduction in the costs listed in paragraph 2, which occurred after the conclusion of the package travel contract and prior to the commencement of package travel.

(2) The price of package travel may only be increased pursuant to paragraph 1 as a direct consequence of a change pertaining to:

- a) the price of passenger carriage arising from a change in fuel or other sources of energy;
- b) the amount of taxes or fees for travel services that constitute the package travel and that are billed by a third party that is not a direct provider of the travel services that constitute the package travel, including local taxes on accommodation, airport fees and port fees or fees for boarding and disembarking at airports and in ports; or
- c) the exchange rates of currencies pertaining to the package travel.

(3) A clear and comprehensibly formulated notice concerning the increase in the price of package travel, on a durable medium, with due rationale and a calculation of the increase of the price of

package travel must be demonstrably sent to the traveller no later than 20 days prior to the commencement of package travel; otherwise, the tour operator agency shall not be entitled to charge the difference in the price of the package travel.

(4) Should the price increase pursuant to paragraphs (1) and (2) exceed eight percent of the total price of package travel, Section 20 (2) to (5) shall apply.

(5) In the event of a reduction in the price pursuant to paragraph 1, the tour operator agency shall provide to the traveller the difference between the original price and decreased price of the package travel, subject to a deduction of actual costs incurred by the tour operator agency in connection with the change in the price of package travel. At the traveller's request, the tour operator agency shall provide a confirmation of these actual costs.

## Section 20

### **Change in other conditions of a package travel contract**

(1) A tour operator agency is not entitled, prior to the commencement of package travel, unilaterally to change any conditions of a package travel contract other than the price pursuant to Section 19, with the exception of the case when the tour operator agency reserved that right in the package travel contract, the change is negligible, and the tour operator agency informs the traveller about the change in a clear, comprehensible, and certain manner on a durable medium.

(2) If a tour operator agency is obliged to fundamentally change any of the key features of the travel services specified in Section 14 (2) (a) prior to the commencement of package travel, or if it is unable to meet specific requirements pursuant to Section 16 (4) (a), or if it is proposing to increase the price of package travel by more than eight percent pursuant to Section 19 (4), it shall propose a change in the package travel contract to the traveller.

(3) In the cases specified in paragraph 2, a tour operator agency shall promptly inform the traveller in a clear, comprehensible, and certain manner on a durable medium about:

a) the proposed changes and their impact on the price of package travel;

b) the right of the traveller to accept the proposed changes in the appropriate period set or withdraw from the package travel contract without paying a termination fee;

c) the fact that should the traveller not accept the proposed changes of the package travel contract within the period specified in sub-paragraph (b), the package travel contract shall be terminated; and

d) the price of substitute package travel pursuant to paragraph 4, if such substitute package travel has been offered to the traveller.

(4) The tour operator agency may offer substitute package travel to a traveller who withdrew from a package travel contract pursuant to paragraph 3 (b), if possible in the same or higher quality standard than the original package travel. If a traveller withdraws from the package travel contract pursuant to paragraph 3 (b) and does not accept the offer of substitute package travel referred to in the previous sentence, the tour operator agency shall refund to the traveller any and all payments paid by the traveller or on his behalf promptly, but no later than within 14 days of the day on which the notice of withdrawal from the package travel contract was delivered. The provisions of Section

23 shall apply accordingly in the case of withdrawal from a package travel contract and non-acceptance of substitute package travel by the traveller.

(5) If package travel of a lower quality or with lower costs is to be provided due to a change in a package travel contract pursuant to paragraph 2, or in the case of the acceptance of substitute package travel pursuant to paragraph 4, the traveller shall be entitled to an appropriate reduction of the price of the package travel.

## Section 21

### **Withdrawal from a package travel contract prior to the commencement of package travel**

(1) A traveller may withdraw from a package travel contract at any point prior to the commencement of package travel. A termination fee may be agreed in a package travel contract, the amount of which shall take into account the time of withdrawal from the package travel contract prior to the commencement of package travel, the expected reduction in costs due to the non-performance to the traveller of the travel services that constitute package travel, and the expected income from substitute sale of the travel services. If no termination fee has been agreed, its amount shall be calculated as the price of the package travel minus the sum of the cost savings on travel services that have not been provided and any income from substitute sale of travel services. At the request of the traveller, a tour operator agency shall provide rationale for the termination fee amount.

(2) A traveller shall be entitled to withdraw from a package travel contract prior to the commencement of package travel without paying a termination fee, if unavoidable and extraordinary circumstances that have a significant impact on the performance of package travel or on carriage of passengers to the destination occur at the destination or in its immediate vicinity; upon withdrawal from the package travel contract, the traveller shall be entitled to a refund of all payments he paid for the package travel.

(3) A tour operator agency may withdraw from a package travel contract prior to the commencement of package travel without being obliged to compensate travellers for damage caused by the withdrawal, only if:

a) the number of package travel participants is lower than the minimum number of participants required pursuant to the package travel contract and the tour operator agency withdraws from the package travel contract within the period set in the package travel contract, but no later than:

1. 20 days prior to the commencement of package travel, in the event of a trip that is to run for more than 6 days;

2. 7 days prior to the commencement of package travel, in the event of a trip that is to run from 2 days to 6 days;

3. 48 hours prior to the commencement of package travel, in the event of a trip that is to run for fewer than 2 days; or

b) unavoidable and extraordinary circumstances are preventing a tour operator agency from performing the package travel contract and the tour operator agency informs the traveller that it is withdrawing from the package travel contract promptly, prior to the commencement of package travel.

(4) In the case of withdrawal from the package travel contract pursuant to paragraphs (1) to (3), the tour operator agency shall refund to the traveller any and all payments that it has received from him or on his behalf on the basis of the package travel contract or in connection therewith, within 14 days of the day of the delivery of the traveller's notice of withdrawal from the package travel contract or of the tour operator agency's withdrawal from the package travel contract. The provisions of paragraph 1 shall not be prejudiced thereby.

(5) In the case of an off-premises contract, the traveller shall be entitled to withdraw from the package travel contract without cause and without the obligation to pay a termination fee within 14 days of the day of the conclusion of the package travel contract; the provisions of paragraph (4) shall apply accordingly. The traveller's right pursuant to sentence one shall not apply to package travel whose price is reduced due to its provision shortly after the conclusion of the package travel contract and the exclusion of the traveller's right to withdraw from the package travel contract pursuant to sentence one.

## Section 22

### **Responsibility for the performance of package travel**

(1) A tour operator agency shall be liable for a breach of a package travel contract, even in the event that other providers of tourism services provided within the framework of package travel have obligations (hereinafter referred to as "breach of a package travel contract").

(2) If any of the travel services is not performed in conformity with the package travel contract, this Act, or a specific regulation <sup>1)</sup> or if it does not have the properties that the traveller had reasonably expected with a view to the offer and the customs, the traveller shall promptly report that fact to the tour operator agency or its authorised representative.

(3) The tour operator agency shall arrange a remedy within an appropriate period set by the traveller, by bringing the travel services into conformity with the package travel contract, this Act, or a specific regulation<sup>1)</sup> or in conformity with the traveller's reasonable expectations, if it is possible given the circumstances or provided that it does not cause the tour operator agency inappropriate costs, given the scope of the breach of the package travel contract and the value of the travel services agreed.

(4) The determination of the period pursuant to paragraph (3) shall not be required if the tour operator agency informs the traveller that it is not going to arrange a remedy or if the remedy cannot bear postponing given the specific interest of the traveller.

(5) Should the tour operator agency fail to arrange a remedy pursuant to paragraph (3), it shall offer to the traveller substitute travel services, even if the traveller's return to the point of departure is not secured pursuant to the package travel contract; such substitute travel services shall be:

a) of equal or higher quality than that stated in the package travel contract, without additional costs for the traveller; or

b) of a lower quality than that stated in the package travel contract, with the traveller being offered an appropriate discount from the price of such tourism services.

(6) A traveller may refuse substitute travel services provided by a tour operator agency pursuant to paragraph 5, if the substitute travel services are not comparable to the travel services specified in

the package travel contract or if the discount offered from the price of package travel to compensate for travel services of a lower quality is not adequate. If the traveller refuses the performance of substitute travel services in line with sentence one, or if he is unable to accept such substitute travel services for objective reasons, the traveller shall carry on in the use of the travel services that constitute the subject of the notice pursuant to paragraph 2 and the tour operator agency shall provide to the traveller an appropriate discount from the price of the package travel for those travel services that constituted the subject of the notice pursuant to paragraph 2.

(7) If tour operator agency fails to provide a remedy pursuant to paragraph 3, or if it fails to arrange for the traveller substitute travel services pursuant to paragraph 5, the traveller shall be entitled to:

- a) perform the remedy himself and demand from the tour operator agency compensation for reasonable costs related thereto;
- b) withdraw from the package travel contract without paying a termination fee and demand an appropriate discount from the price of the package travel for those travel services that were not provided in a due and timely fashion, if this constitutes a material breach of the package travel contract.

(8) A tour operator agency shall draw up, in cooperation with the traveller, a written record and provide to the traveller a copy of the written record if:

- a) it fails to provide a remedy pursuant to paragraph 3 and paragraph 5 (a);
- b) arranges for the traveller substitute travel services pursuant to paragraph 5 (b);
- c) the traveller refuses, in line with paragraph (6), sentence one, the substitute travel services or cannot accept them due to objective reasons;
- d) the traveller performs the remedy himself pursuant to paragraph 7 (a).

(9) A traveller may present a claim concerning package travel within two years of the end of package travel or, if package travel has not been completed, from the day when it was to be completed pursuant to the package travel contract. If possible, a traveller shall enclose a written record in line with paragraph (8) when presenting a claim.

(10) A traveller shall be entitled to an appropriate discount pursuant to paragraph (5) (b), paragraph (6), or paragraph (7). If the tour operator agency fails to prove that the breach of the package travel contract was caused by the traveller, it shall refund to the traveller within 30 days of the day on which his claim was presented, a portion of the price pursuant to sentence one, with a view to the seriousness and duration of the breach of the package travel contract; this shall not prejudice the traveller's right to claim damages pursuant to Section 23.

(11) If package travel includes the carriage of a passenger, the tour operator agency shall, in the cases described in paragraph (6) and paragraph (7) (b), arrange repatriation using comparable transport, and shall do so promptly and without additional costs for the traveller.

(12) If it is not possible, due to unavoidable and extraordinary circumstances, to arrange the traveller's return in conformity with the package travel contract, the tour operator agency shall pay the costs of any accommodation required, if possible of the same category and class, for a maximum of three nights per traveller. If special regulations concerning passenger rights that apply

to the relevant means of transport <sup>19)</sup> stipulate longer time-periods for a traveller's return, those longer periods shall apply.

(13) The restriction of accommodation costs pursuant to paragraph 12 shall not apply to persons with reduced mobility <sup>20)</sup> and persons accompanying them, pregnant women, unaccompanied minors or persons requiring specific medical attention, if the tour operator agency was informed about their specific needs at least 48 hours prior to the commencement of package travel.

(14) A tour operator agency may not invoke unavoidable and extraordinary circumstances in an attempt to restrict its liability for paying the cost of accommodation pursuant to paragraph 12, if the carriage provider concerned cannot invoke such circumstances.

## Section 23

### Damage compensation

(1) In addition to a right to an appropriate discount pursuant to Section 22 (5) (b), (6), or (7), a traveller shall also be entitled to appropriate compensation of tangible damage and also a right to appropriate [compensation for] non-material damage that he incurred due to a material breach of a package travel contract for which the tour operator agency is liable; the tour operator agency shall provide damage compensation to the traveller without delay.

(2) A tour operator agency may exempt itself from damage liability only if it proves that the breach of the package travel contract was caused by:

a) the traveller;

b) a third party that is not a provider of tourism services provided within the framework of package travel, if the breach could not have been foreseen or averted; or

c) unavoidable and extraordinary circumstances.

(3) If an international agreement <sup>21)</sup> by which the European Union is bound restricts the scope of damage compensation, or the conditions subject to which it is to be paid by the provider of a travel service, provided within the scope of package travel, the same restrictions shall apply to the tour operator agency. If an international agreement by which the European Union is not bound restricts the compensation of damage that is to be paid by a service provider, the same restrictions shall apply to the tour operator agency.

(4) Aside from the facts referred to in paragraph 3, it shall only be possible to restrict in a package travel contract the damage compensation of that a tour operator agency if that restriction does not apply to injuries, intentionally caused damage, or negligent damage, and if the damage compensation does not amount to less than three times the total price of package travel.

(5) The right to damage compensation or to an appropriate discount pursuant to this Act shall not in any way prejudice the rights of travellers pursuant to special regulations. <sup>22)</sup> Damage compensation or an appropriate discount pursuant to this Act shall be deducted from damage compensation or price reduction pursuant to special regulations.

## Section 24

If a tour operator agency or a travel agency pursuant to Section 23 provides compensation for damage, provides an appropriate discount, or complies with other obligations imposed by this Act, the tour operator agency or the travel agency pursuant to Section 23 may demand recourse from the obliged person.

## Section 25

### **Contact with a tour operator agency through a travel agency and the obligation to provide assistance**

(1) A traveller may deliver a notice, application, claim, or complaint (hereinafter referred to as “notice”) pertaining to the provision of package travel directly to the travel agency through which he purchased package travel. The travel agency is obliged to pass the notice delivered to it to the tour operator agency without delay. The date of the delivery of the notice to the travel agency shall be deemed to constitute the date of delivery to the tour operator agency.

(2) The tour operator agency is obliged to provide appropriate assistance to travellers in difficulty without delay, even in the circumstances listed in Section 22 (12), in particular by providing:

a) appropriate information about medical services, local authorities and embassies of the Slovak Republic;

b) assistance to travellers with remote communication and with finding a substitute solution for their problem.

(3) If a traveller finds himself in difficulty due to his intentional actions or his negligence, a tour operator agency may demand from the traveller compensation for the assistance. The amount of compensation must not exceed the actual costs incurred by the tour operator agency in providing assistance to the traveller.

## **Joint provisions**

### Section 26

If a tour operator agency or a travel agency settled in the Slovak Republic sells package travel of a trader settled <sup>23)</sup> outside of a state that is a treaty state to the Agreement on the European Economic Area, the obligations of a tour operator agency pursuant to Sections 9 to 13, Section 22, Sections 23 and 25 shall apply to the tour operator agency or the travel agency settled in the Slovak Republic, unless it documents to the supervisory authority that the obligations are being met by the trader.

### Section 27

(1) The declaration of a tour operator agency that it is not acting as a tour operator agency or that package travel or a linked travel arrangement does not constitute package travel or a linked travel arrangement pursuant to this Act does not exempt the tour operator agency from the obligations arising from this Act.

(2) A traveller cannot waive the rights granted to him by this Act. Contractual stipulations or declarations of a traveller waiving his rights pursuant to this Act whereby such rights are being restricted or whereby this Act is being circumvented, shall be invalid.

## Section 28

### **Liability for booking errors**

(1) A trader shall be liable for errors caused by technical faults in the booking systems that it has caused. If a trader agrees to arrange the booking of package travel or of travel services that constitute a part of a linked travel arrangement, it shall be liable for booking errors.

(2) A trader shall not be liable for booking errors caused by travellers or by unavoidable and extraordinary circumstances.

## Section 29

### **Contact point**

(1) The Ministry of the Economy of the Slovak Republic (hereinafter referred to as the “Ministry of the Economy”) shall perform the role of the contact point of the Slovak Republic within a network of contact points of European Union Member States, in particular by:

- a) facilitating cooperation and supervision over traders doing business on a cross-border basis;
- b) providing general information about how insolvency protection is secured;
- c) replying to requests of specific contact points of other European Union Member States for a verification of the level of insolvency protection of a tour operator agency that has its place of business or registered office in the Slovak Republic, within 15 business days of the delivery of such a request.

(2) At the request of a tour operator agency or a travel agency, the Ministry of the Economy shall verify whether a trader settled in another European Union Member State complies with obligations pertaining to the right to sell package travel and to insolvency protection pursuant to applicable legal regulations of the state in which it is settled.

## Section 30

### **List of tour operator agencies**

(1) The supervisory authority shall maintain and publish on its website an up-to-date list of tour operator agencies (hereinafter referred to as the “List”; the information required pursuant to paragraph 2 (a) and (b) shall be provided to the supervisory authority by the Ministry of the Interior of the Slovak Republic pursuant to a specific regulation.<sup>24)</sup>

(2) The following information shall be recorded in the list:

- a) identification number of the organisation and company name of a tour operator agency;
- b) registered office or place of business of a tour operator agency;



c) information about an insolvency protection agreement, which includes the name of the provider of insolvency protection, the sum ensuring such protection, and the method of exercise of the rights arising from that agreement, the date on which an agreement ensuring insolvency protection starts and ceases to apply, or information about the fact that a tour operator agency has not secured any insolvency protection;

d) information about a prohibition imposed on a tour operator agency with respect to entering into package travel contracts and to facilitating linked travel arrangements.

(3) The supervisory authority shall delete a tour operator agency from the List promptly after the cessation of its trade licence.

## Section 31

### **Supervision over compliance with obligations of tour operator agencies and travel agencies**

(1) The supervisory authority shall be the Slovak Trade Inspection. The supervisory authority shall inspect adherence to obligations by tour operator agencies and travel agencies pursuant to this Act and to special regulations. <sup>25)</sup>

(2) Should the supervisory authority reasonably question whether a tour operator agency complies with the requirements for the operation of a tour operator agency, in particular, whether it has obtained due insolvency protection, it shall promptly carry out an inspection of the tour operator agency.

(3) Should the supervisory authority discover by means of its inspection that a tour operator agency has not obtained due insolvency protection pursuant to Section 8 (1) (e), it shall prohibit the tour operator agency from selling package travel and facilitating linked travel arrangements. <sup>26)</sup>

(4) A trader has committed an administrative offence if it has breached an obligation:

a) pursuant to Section 6 (1), Section 8 (1) (e), Section 9 (2) or (3), Section 11 (1) or (7), Section 12 (3), (5) or (6), Section 13 (1);

b) pursuant to Section 5 (6), Section 6 (4), Section 7 (1) (c) or (d), Section 7 (2), Section 8 (1) (d), Section 8 (2), Section 11 (4) or (5), Section 13 (6);

c) pursuant to Section 6 (3), Section 7 (1) (b), Section 8 (1) (b), Section 14 (1) to (7), Section 15 (1) to (4), Section 16 (3) to (9), Section 19 (2), Section 20 (2) to (4), Section 21 (3) and (4);

d) pursuant to Section 7 (1) (a), Section 8 (1) (a), Section 18 (3), Section 19 (5), Section 22 (8) and (10), Section 25 (1) and (2).

(5) The supervisory authority shall impose the following fines for administrative offences pursuant to:

a) paragraph 4 (a) – a fine from EUR 2,000 to EUR 70,000;

b) paragraph 4 (b) – a fine from EUR 500 to EUR 20,000;

c) paragraph 4 (c) – a fine from EUR 200 to EUR 10,000;

d) paragraph 4 (d) – a fine from EUR 100 to EUR 5,000.

(6) If possible, the supervisory authority shall, in addition to the fine imposed pursuant to paragraph (5), order the breaching party to refrain from its unlawful conduct.

(7) The supervisory authority shall impose a fine amounting to up to twice the maximum limit of a fine if a trader repeatedly breaches the same obligation for the violation of which a fine has already been imposed on it by the supervisory authority, within 12 months of the effective date of the prior decision imposing a penalty.

(8) In determining the amount of a fine, the seriousness, manner, duration, and consequences of the unlawful conduct shall be taken into account, as well as the scope and degree of the harm impending or actually caused.

(9) Fines shall constitute government budgetary income.

(10) Proceedings concerning the imposition of a fine must commence within 12 months of the day on which the breach of an obligation pursuant to this Act came to the attention of the supervisory authority, but no later than within three years of the day on which the breach of obligation occurred. A fine may be imposed no later than within four years of the day when the breach of obligation occurred.

(11) The Administrative Code shall apply to proceedings concerning the imposition of a fine.

#### Section 32

The statement of untrue information related with insolvency protection pursuant to Section 11 (1) or (4), Section 12 (2) to (5) or Section 13 (1) shall be deemed to constitute a serious breach of an obligation pursuant to a special regulation. [27\)](#)

#### Section 33

#### **Transitional Provisions Concerning Regulation Effective from 1 January 2019**

(1) Trade licences for the operation of tour operator agencies or travel agencies issued prior to 1 January 2019 shall remain valid.

(2) Tour operators which obtained a trade licence for operating a tour operator agency prior to 1 January 2019 shall report to the supervisory authority the data that is recorded in the list of tour operator agencies by 1 April 2019.

(3) Tour operators which obtain a trade licence for operating a tour operator agency after 1 January 2019 shall send to the supervisory authority a sworn declaration concerning the trustworthiness of the persons listed in Section 6 (1) within 15 days of having obtained a trade licence.

(4) Proceedings commenced prior to 1 January 2019 that have not been finally closed by that date shall be completed pursuant to regulations in effect until 31 December 2018.

(5) Agreements on arranging package travel concluded pursuant to regulations effective prior to 1 January 2019 shall remain valid. Legal relations arising from such agreements shall be assessed pursuant to legislation in effect prior to 1 January 2019.

(6) Agreements on insolvency protection concluded prior to 1 January 2019 shall remain valid. The parties shall bring any provisions of agreements on insolvency protection concluded prior to 1 January 2019 which run contrary to this Act into conformity with this Act by 31 January 2019.

#### Section 34

##### **Termination provisions**

Act No 281/2001 on travel packages, conditions of engaging in the business of tour operator agencies and travel agencies and amending and supplementing the Civil Code, as amended, as amended by Act No 95/2002, Act No 747/2004, Act No 186/2006, and Act No 136/2010, shall be repealed.

#### Section 35

##### **Concluding provisions**

This Act transposes binding acts of the European Union specified in Annex 3.

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#### Article II

Act No 40/1964, the Civil Code, amended by Act No 58/1969, Act No 131/1982, Act No 94/1988, Act No 188/1988, Act No 87/1990, Act No 105/1990, Act No 116/1990, Act No 87/1991, Act No 509/1991, Act No 264/1992, Act of the National Council of the Slovak Republic No 278/1993, Act of the National Council of the Slovak Republic No 249/1994, Act No 153/1997, Act No 211/1997, Act No 252/1999, Act No 218/2000, Act No 261/2001, Act No 281/2001, Act No 23/2002, Act No 34/2002, Act No 95/2002, Act No 184/2002, Act No 215/2002, Act No 526/2002, Act No 504/2003, Act No 515/2003, Act No 150/2004, Act No 404/2004, Act No 635/2004, Act No 171/2005, Act No 266/2005, Act No 336/2005, Act No 118/2006, Act No 188/2006, Act No 84/2007, Act No 335/2007, Act No 568/2007, Act No 214/2008, Act No 379/2008, Act No 477/2008, Act No 186/2009, Act No 575/2009, Act No 129/2010, Act No 546/2010, Act No 130/2011, Act No 161/2011, Act No 69/2012, Act No 180/2013, Act No 102/2014, Act No 106/2014, Act No 335/2014, Act No 39/2015, Act No 117/2015, Act No 239/2015, Act No 273/2015, Act No 438/2015, Act No 91/2016, and Act No 125/2016, shall be amended and supplemented as follows:

1. In Section 40a, the words "Section 589, Section 701 (1), and Section 741b (2)" shall be replaced with the words "Section 589 and Section 701 (1)".
2. In Section 614 (3), the words "or if the period specified in paragraph 2, sentence one, expires and the seller does not explicitly declare that it will not deliver the item to the buyer" shall be inserted after the words "failed to deliver".
3. In Part Eight, Title Eight, Chapter Four, including its heading, shall be deleted.

### Article III

Act No 455/1991 on trade-licensed business (Trade Licensing Act), as amended by Act No 231/1992, Act No 600/1992, Act of the National Council of the Slovak Republic No 132/1994, Act of the National Council of the Slovak Republic No 200/1995, Act of the National Council of the Slovak Republic No 216/1995, Act of the National Council of the Slovak Republic No 233/1995, Act of the National Council of the Slovak Republic No 123/1996, Act of the National Council of the Slovak Republic No 164/1996, Act of the National Council of the Slovak Republic No 222/1996, Act of the National Council of the Slovak Republic No 289/1996, Act of the National Council of the Slovak Republic No 290/1996, Act No 288/1997, Act No 379/1997, Act No 70/1998, Act No 76/1998, Act No 126/1998, Act No 129/1998, Act No 140/1998, Act No 143/1998, Act No 144/1998, Act No 161/1998, Act No 178/1998, Act No 179/1998, Act No 194/1998, Act No 263/1999, Act No 264/1999, Act No 119/2000, Act No 142/2000, Act No 236/2000, Act No 238/2000, Act No 268/2000, Act No 338/2000, Act No 223/2001, Act No 279/2001, Act No 488/2001, Act No 554/2001, Act No 261/2002, Act No 284/2002, Act No 506/2002, Act No 190/2003, Act No 219/2003, Act No 245/2003, Act No 423/2003, Act No 515/2003, Act No 586/2003, Act No 602/2003, Act No 347/2004, Act No 350/2004, Act No 365/2004, Act No 420/2004, Act No 533/2004, Act No 544/2004, Act No 578/2004, Act No 624/2004, Act No 650/2004, Act No 656/2004, Act No 725/2004, Act No 8/2005, Act No 93/2005, Act No 331/2005, Act No 340/2005, Act No 351/2005, Act No 470/2005, Act No 473/2005, Act No 491/2005, Act No 555/2005, Act No 567/2005, Act No 124/2006, Act No 126/2006, Act No 17/2007, Act No 99/2007, Act No 193/2007, Act No 218/2007, Act No 358/2007, Act No 577/2007, Act No 112/2008, Act No 445/2008, Act No 448/2008, Act No 186/2009, Act No 492/2009, Act No 568/2009, Act No 129/2010, Act No 136/2010, Act No 556/2010, Act No 249/2011, Act No 324/2011, Act No 362/2011, Act No 392/2011, Act No 395/2011, Act No 251/2012, Act No 314/2012, Act No 321/2012, Act No 351/2012, Act No 447/2012, Act No 39/2013, Act No 94/2013, Act No 95/2013, Act No 180/2013, Act No 218/2013, Act No 1/2014, Act No 35/2014, Act No 58/2014, Act No 182/2014, Act No 204/2014, Act No 219/2014, Act No 321/2014, Act No 333/2014, Act No 399/2014, Act No 77/2015, Act No 79/2015, Act No 128/2015, Act No 266/2015, Act No 272/2015, Act No 274/2015, Act No 278/2015, Act No 331/2015, Act No 348/2015, Act No 387/2015, Act No 412/2015, Act No 440/2015, Act No 89/2016, Act No 91/2016, Act No 125/2016, Act No 276/2017, Act No 289/2017, Act No 292/2017, Act No 56/2018, Act No 87/2018, Act No 106/2018, Act No 112/2018, and Act No 157/2018, shall be amended and supplemented as follows:

1. In Section 17, sub-section (f) shall be added to section (3), with the following text:

“f) a point of sale established, designated, or serving for the purpose of carrying out a business that makes it possible to enter into an agreement without the contracting parties being simultaneously physically present.”.

2. In Section 17 (7), the words “in paragraph 3 (a) and (d)” shall be replaced with the words “in paragraph 3 (a), (d), and (f)”.

3. In Section 38 (2) (c), the words “as well as meatless meals,” shall be deleted.

4. In Annex 1 Craft Trades – Group 114 Other, Trade No 32, shall read as follows: “Restaurant operation and the production of ready-made meals intended for direct consumption outside of the premises of an establishment”.

#### Article IV

Act No 128/2002 on state supervision over the internal market in matters concerning consumer protection and amending and supplementing certain acts as amended by Act No 284/2002, Act No 22/2004, of Act No 451/2004, Act No 725/2004, Act No 266/2005, Act No 308/2005, Act No 646/2005, Act No 648/2007, Act No 67/2010, Act No 129/2010, Act No 161/2011, Act No 182/2011, Act No 78/2012, Act No 301/2012, Act No 142/2013, Act No 367/2013, Act No 102/2014, Act No 106/2014, Act No 373/2014, Act No 35/2015, Act No 387/2015, Act No 391/2015, Act No 106/2018, and Act No 157/2018, shall be amended as follows:

1. In footnote 1a, the citation “Act No 281/2001 on travel packages, conditions of engaging in the business of tour operator agencies and travel agencies and amending and supplementing the Civil Code” shall be replaced with the citation “Act No 170/2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business, and amending and supplementing certain acts”.

2. Footnote 6 shall read as follows:

“<sup>6)</sup> Act No 170/2018”.

#### Article V

Act No 22/2004 on electronic trade and amending and supplementing Act No 128/2002 on state oversight over the internal market in consumer protection matters and amending and supplementing certain acts, as amended by Act No 284/2002, as amended by Act No 160/2005, Act No 102/2014, and Act No 373/2014, shall be amended as follows:

Section 5 (8) (b) shall read as follows:

“b) on security on obligations. <sup>16)</sup>”.

#### Article VI

Act No 250/2007 on consumer protection and amending Act of the Slovak National Council No 372/1990 on misdemeanours, as amended, as amended by Act No 397/2008, Act No 318/2009, Act No 575/2009, Act No 508/2010, Act No 301/2012, Act No 132/2013, Act No 437/2013, Act No 102/2014, Act No 106/2014, Act No 151/2014, Act No 199/2014, Act No 373/2014, Act No 273/2015, and Act No 391/2015, shall be amended and supplemented as follows:

1. In Section 4a (5), the following words shall be added at the end: “and if it has paid it, the seller shall refund the subsequent payment to the consumer”.

2. In Section 6 (9), the words “publish on its website” shall be inserted after the words “without undue delay”.

3. In Section 10a, paragraph (3) shall read as follows:

“(3) If the obligation to provide information to a consumer prior to the conclusion of an agreement arises from a special legal regulation <sup>15c)</sup> for the seller, the provisions of paragraph 1 shall apply accordingly.

4. In Section 18 (3), sentence two shall be deleted.

5. In footnote 22b, the citation “Section 741i of the Civil Code” shall be replaced with the citation “Section 22 of Act No 170/2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending and supplementing certain acts”.

6. In footnote 24c, the citation “Act No 281/2001 on travel packages, conditions of engaging in the business of tour operator agencies and travel agencies and amending and supplementing the Civil Code, as amended, as amended.” shall be replaced with the citation “Act No 170/2018”.

7. In footnote 25f, the citation “Section 4 (2) to (4) and Sections 7 to 11a of Act No 281/2001 on travel packages, conditions of engaging in the business of tour operator agencies and travel agencies and amending and supplementing the Civil Code, as amended, as amended.” shall be replaced with the citation “Act No 170/2018”.

#### Article VII

Act No 102/2014 on consumer protection in the sale of goods or provision of services pursuant to an off-premises agreement and amending and supplementing certain acts as amended by Act No 151/2014, Act No 173/2015, and Act No 391/2015, shall be amended and supplemented as follows:

1. In Section 1 (3), sub-paragraph (a) shall be deleted.

The existing sub-paragraphs (b) to (g) shall be re-designated as sub-paragraphs (a) to (f).

2. In Section 1, a new paragraph (5) shall be inserted after paragraph (4), which shall read as follows:

“(5) This Act, with the exception of Section 3 (7), Section 4 (1) to (3), and Section 5 (1) to (3) shall not apply to package travel contracts.<sup>10a)</sup>”.

The existing paragraph (5) shall be designated as paragraph (6).

Footnote 10a shall read as follows:

„<sup>10a)</sup> Act No 170/2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending and supplementing certain acts.”.

3. In Section 3 (1) (e), the words “and on the price per one month, if the billing period is different” shall be inserted after the word “period”.

4. In Section 6 (1), the words “or until the start of the provision of the service” shall be inserted after the word “goods”.

5. In Section 7 (6) (i), the comma and the word “books” after the words “audio-visual recordings” shall be deleted.

6. In Section 7 (6) (k), the words “for accommodation purposes” shall be replaced with the words “for residential purposes”.

7. In Section 10 (5), the following sentences shall be added at the end: “The price of performance actually provided shall be calculated proportionately on the basis of the total price agreed in the

agreement. If the total price agreed in the agreement is exaggerated, the price of performance actually provided shall be calculated on the basis of the market price of the performance provided.”.

8. Point three shall be added in Annex 1, which shall read as follows:

“3. Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ EU L 326, 11. 12. 2015).”.

#### Article VIII

This Act shall take effect on 1 January 2019.

Andrej Kiska m.p.

Andrej Danko m.p.

Peter Pellegrini m.p.

#### Footnotes

<sup>1)</sup> Act No 250/2007 on consumer protection and amending Act of the Slovak National Council No 372/1990 on misdemeanours, as amended, as amended.

<sup>2)</sup> Section 3 (g) of a decree of the government of the Slovak Republic No 140/2009, laying down details about type approval of motor vehicles and their trailers, systems, components, and independent technical units designed for such vehicles.

<sup>3)</sup> Section 75 (5) (a) of Act No 8/2009 on road traffic and amending and supplementing certain acts as amended by Act No 144/2010

<sup>4)</sup> Section 3 of Act No 7/2005 on bankruptcy and restructuring and amending and supplementing certain acts, as amended.

<sup>5)</sup> Sections 313 to 322 of the Commercial Code.

<sup>6)</sup> Section 4 (1), (4) and (6) and Sections 18 to 20 of Act No 39/2015 on the insurance business and amending and supplementing certain acts.

<sup>7)</sup> Section 2 (1), (5), (7) and (8), Section 6 (1), Section 11 (1) and (2), Sections 16 and 17 of Act No 483/2001 on banks and amending and supplementing certain acts, as amended.

<sup>8)</sup> Section 17 of Act No 455/1991 on trade-licensed business (Trade Licensing Act), as amended.

<sup>9)</sup> Section 10 of Act No 455/1991, as amended.  
Points 50 and 51 of Annex 2 to Act No 455/1991, as amended.

<sup>10)</sup> Section 8a of Act No 128/2002 on state supervision over the internal market in matters concerning consumer protection and amending and supplementing certain acts, as amended. Section 4 (10) of Act No 250/2007, as amended.

<sup>11)</sup> Act No 7/2005, as amended.

<sup>12)</sup> Act No 39/2015, as amended.

<sup>13)</sup> Act No 483/2001, as amended.

<sup>14)</sup> Act No 431/2002 on accounting, as amended.

<sup>15)</sup> Measure of the Ministry of Finance of the Slovak Republic of 3 December 2014 No. MF/23377/2014-74, laying down details of individual financial statements and the scope of the information from an individual financial statement intended for publication for large accounting units and public-interest entities (Notice No. 388/2014), as amended by Measure No. MF/19926/2015-74 (Notice No. 417/2015) and Measure No. MF/14770/2017-74 (Notice No. 326/2017).

Measure of the Ministry of Finance of the Slovak Republic of 3 December 2014 No. MF/23378/2014-74, laying down details of individual financial statements and the scope of the information from an individual financial statement intended for publication for small accounting units (Notice No. 389/2014) as amended by Measure No. MF/19926/2015-74 (Notice No. 26/2016) and Measure No. MF/14774/2017-74 (Notice No. 327/2017).

Measure of the Ministry of Finance of the Slovak Republic of 11 December 2013 No. MF/15464/2013-74 laying down details of the organisation, designation, and contents of items in an individual financial statement and the scope of information from an individual financial statement intended for publication for micro-accounting units (Notice No. 457/2013) as amended by Measure No. MF/18008/2014-74 (Notice No. 281/2014) and Measure No. MF/14775/2017-74 (Notice No. 328/2017).

<sup>16)</sup> Section 8 and 9 of the Civil Code, as amended.

<sup>17)</sup> Act No 391/2015 on alternative consumer dispute resolution and amending and supplementing certain acts.

<sup>18)</sup> Article 14 (1) and (2) of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR) (OJ EU L 165, 18. 6. 2013).

<sup>19)</sup> E.g., 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 (Special edition of the OJ EU, chap. 7/vol. 8; OJ EU L 46, 17. 2. 2004), Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations (OJ EU L 315, 3. 12. 2007).

<sup>20)</sup> Article 2 (a) of Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air (OJ EU L 204, 26. 7. 2006).



<sup>21)</sup> Agreement harmonising certain rules in international air carriage (notice of the Ministry of Foreign Affairs of the Slovak Republic No 544/2003).

<sup>22)</sup> Regulation (EC) No 261/2004.

Regulation (EC) No 1371/2007.

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 (OJ EU L 131, 28. 5. 2009).

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 (OJ EU L 334, 17. 12. 2010).

Regulation (EU) 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) 2006/2004 (OJ EU L 55, 28. 2. 2011).

<sup>23)</sup> Section 2 (c) of Act No 136/2010 on services on the internal market and amending and supplementing certain acts.

<sup>24)</sup> Section 60b (3) of Act No 455/1991

<sup>25)</sup> Act No 128/2002, as amended.

<sup>26)</sup> Section 6 (1) (a), point one of Act No 128/2002, as amended by Act No 102/2014

<sup>27)</sup> Section 58 (2) (a) of Act No 455/1991, as amended.

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Annex 1

to Act No 170/2018

## Part A

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

A combination of these travel services offered constitutes a package within the meaning of Act No 170/2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending and supplementing certain acts (hereinafter referred to as "Act No 170/2018").

Therefore, you will benefit from all rights arising from Act No 170/2018 applying to packages. Our company [the company fills in its company name, identification number and registered office or place of business] (hereinafter referred to as the "tour operator agency") will be fully responsible for the proper performance of the package as a whole.

Additionally, we, as a tour operator agency, have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that we become insolvent.

For more information about key rights pursuant to Act No 170/2018 see the following link [provided in the form of a hyperlink].

The traveller shall receive the following information when following the hyperlink:

Key rights pursuant to Act No 170/2018

\1\ Information about package travel provided prior to the conclusion of a package travel contract

a) General information about the package tour

Destination / destinations:

Travel route:

Package start date:

Package end date:

Duration of stay, stating dates:

Number of nights included (in the case of package travel comprising accommodation):

b) Information about carriage

Type and category of means of transport:

Class of means of transport:

Travel connections:

Exact (and if this cannot be determined – the approximate) time of departure and return:

Point of departure and return:

places and duration of stops:

c) Information about accommodation facility

Name of accommodation facility:

Location of accommodation facility:

Category of accommodation facility:

Class of accommodation facility (and country according to which the accommodation facility is classified):

Standard of amenities in accommodation facility:

Key features of accommodation facility:

d) Information about meals

Type of meals:

Scope of meals:

Form of meals:

e) Information about other services

Programme at the destination, trips, excursions, or other services included in the total price of the package:

f) Group package travel

Identification of travel services provided to travellers on a group basis:

Approximate group size:

g) A package includes other travel services identified in Section 2 (a), point four, of Act No 170/2018, provided in a foreign language

YES / NO

If so, the foreign language in which another travel service is to be provided:

h) Information about the suitability of travel

The package is suitable for persons with reduced mobility

YES / NO

Further specific information about the appropriateness of the package that the traveller has requested, taking into account the traveller's needs:

\2\ Information about the tour operator agency that is responsible for the due performance of all of the travel services included in the package travel contract (if the package is sold through another tour operator agency or a travel agency, information about such a tour operator agency or travel agency shall be provided)

Company name / name:

Registered office / place of business:

Telephone number:

E-mail address:

\3\ Information about price and payment conditions

Aggregate price of the package, including taxes, all costs and fees:

(if such costs and fees cannot be determined prior to the conclusion of a package travel contract, a notice shall be provided that the total price of the package may include additional costs or fees);

Payment conditions, including the traveller's obligation to pay an advance, and the amount thereof:

Payment conditions for the payment of the balance of the price:

If the obligation exists to provide, at the tour operator agency's request, another form of financial security, information about such obligation and the conditions applicable to it:

\4\ Information about visa obligations, passport obligations, and other obligations

General information:

Expected period required for visa issuance:

Information about medical requirements at the destination:

\5\ Information for travellers if a minimum number of travellers is required in order for package travel to be provided

Is a minimum number of travellers required in order for package travel to be provided?

YES / NO

If so, the period within which the traveller must be informed in writing about withdrawal from the package travel contract due to a failure to attain the minimum number of travellers:

\6\ Information about authorised responsible representative or another entity, through whom contact and communication with the tour operator agency or travel agency may be ensured

Name of the responsible representative / name of entity:

Address of the responsible representative / registered office of entity:

Electronic address:

Telephone number:

Telephone number for emergencies:

\7\ Assignment of a package travel contract

A traveller may assign a package travel contract to another person. A notice of assignment of a package travel contract to another person and the third party's consent to the assignment shall be delivered to a tour operator agency on a durable medium within an appropriate period, but no later than 7 days prior to the commencement of package travel, unless the parties have agreed otherwise.

The original traveller and the new traveller shall bear joint and several liability for the payment of the balance of the package tour price and any fees, surcharges, and other documented actual and reasonable costs that arise in connection with the change in travellers and about which the tour operator agency informs them.

#### \8\ Change in the price of package travel

The price of package travel may increase provided that the price increase calculation method is identified precisely, only if special costs specified in detail in Section 19 (2) of Act No 170/2018 increase (e.g., change in fuel prices), and provided that the package tour contract stipulates that the traveller shall be entitled to a price reduction pursuant to Section 19 (5) of Act No 170/2018.

A clear and comprehensibly formulated notice concerning the increase in the price of the package tour, on a durable medium, with due rationale and a calculation of the increase of the price of the package tour must be demonstrably sent to the traveller no later than 20 days prior to the commencement of package travel, otherwise the tour operator agency shall not be entitled to charge the difference in the price of the package tour.

If the price increase amounts to more than 8 % of the price of the package, the traveller may withdraw from the package travel contract without paying a termination fee. A traveller may also exercise the rights arising for him from point 9 of this form.

If a tour operator agency reserves a right to a price increase, the traveller shall be entitled to a price decrease should the relevant costs drop.

#### \9\ Change in other conditions of a package travel contract

Should any of the key features of a travel service change prior to the commencement of package travel or should the tour operator agency be unable to satisfy the traveller's specific requirements on which they have agreed, it shall inform the traveller about:

proposed changes and their impact on the price of the package; and

the traveller's right to do the following with respect to the proposed changes within a reasonable period:

a) accept (if the traveller fails to accept them within the period referred to in sub-paragraph (b), the package travel contract shall terminate); or

b) withdraw from the package travel contract without paying a termination fee and

– accept a substitute package:

of an identical or higher quality than that of the services agreed in the original package travel contract; or

of a lower quality or with lower costs; the traveller shall be entitled to an appropriate reduction of the price of the package; or

– not accept a substitute package and subsequently claim a refund of all payments paid by the traveller, within 14 days of the day of the delivery of the notice of withdrawal from the package travel contract.

\10\ Withdrawal of the tour operator agency from a package travel contract without the obligation to compensate the traveller for damages

A tour operator agency may withdraw from a package travel contract prior to the commencement of package travel without having to compensate the traveller for damage incurred due to such withdrawal if:

a) the number of package travel participants is lower than the minimum number of participants required pursuant to the package travel contract and the tour operator agency withdraws from the package travel contract within the period specified in the package travel contract, but no later than

– 20 days prior to the commencement of package travel, in the event of a trip that is to run for more than 6 days,

– 7 days prior to the commencement of package travel, in the event of a trip that is to run from 2 days to 6 days,

– 48 hours prior to the commencement of package travel, in the event of a trip that is to run for fewer than 2 days; or

b) unavoidable and extraordinary circumstances are preventing a tour operator agency from performing the package tour contract and the tour operator agency informs the traveller of the withdrawal from the package travel contract without delay prior to the commencement of package travel.

\11\ Withdrawal from a package travel contract by a traveller due to unavoidable and extraordinary circumstances

A traveller may withdraw from a package travel contract prior to the commencement of the provision of the package without paying a termination fee if unavoidable and extraordinary circumstances occur at the destination or in its immediate vicinity (e.g., there are serious security problems at the destination) that will have a material impact on the provision of the package or on carriage of passengers to the destination.

In such a case of withdrawal from a package travel contract, the traveller shall be entitled to a refund of all payments paid for the package.

\12\ Withdrawal from a package travel contract by a traveller without cause

A traveller may withdraw from a package travel contract at any point prior to the commencement of the provision of the package in exchange for an appropriate and reasonable termination fee. The tour operator agency shall refund to the traveller any and all payments received from him, reduced by the termination fee.

In the case of an off-premises contract, a traveller shall be entitled to withdraw from a package travel contract without cause and without being obliged to pay a termination fee within 14 days of the date of the conclusion of the package travel contract (the right of a traveller to withdraw from a

package travel contract without cause shall not apply to packages the price of which has been reduced due to the provision of the package shortly after the conclusion of a package travel contract).

#### \13\ Responsibility for the performance of package travel

Should any travel service not be provided in conformity with the package travel contract or Act No 170/2018 or should it not have the properties reasonably expected by the traveller given the offer and given the customs, the tour operator agency shall, subject to conditions defined by Act No 170/2018, provide a remedy following the traveller's notice or on the basis of its own finding of a breach of a package travel contract. Should it fail to provide a remedy, it shall offer to the traveller substitute travel services:

a) of the same or higher standard of quality than that stated in the package travel contract, without any additional costs to the traveller; or

b) of a lower standard of quality than that stated in the package travel contract, with the provision of an appropriate discount.

A traveller may refuse substitute travel services offered by a tour operator agency if the substitute travel services are not comparable to the travel services specified in the package travel contract or if the discount offered from the price of package travel to compensate for travel services of a lower quality is not adequate. In that case, and if the traveller is unable to accept the substitute travel services for objective reasons, the traveller shall carry on in the use of the travel services that constitute the subject of the notice and the tour operator agency shall provide to the traveller an appropriate discount from the price of those travel services that constituted the subject of the notice.

A traveller may withdraw from the package travel contract without paying a termination fee and demand a refund of a portion of the price corresponding to the price of those travel services that were not performed in a due and timely fashion, if a material breach of the package travel contract has occurred and the tour operator agency has failed to remedy the breach of the package travel contract or arranged for the traveller substitute travel services within a reasonable period set by the traveller.

If it is not possible, due to unavoidable and extraordinary circumstances, to arrange the traveller's return in conformity with the package travel contract, the tour operator agency shall bear the costs of any accommodation required, if possible of the same category, for a maximum of three nights per traveller. If special regulations concerning passenger rights that apply to the relevant means of transport stipulate longer time-periods for a traveller's return, those longer periods shall apply. The cost restriction shall not apply to persons with reduced mobility and persons accompanying them, pregnant women, unaccompanied minors, or persons requiring specific medical attention, if the tour operator agency was informed about their specific needs at least 48 hours before the start of the package.

#### \14\ Price reduction / damage compensation for travellers

A traveller shall also be entitled to a discount from the price of the package and/or to damage compensation where travel services are not performed or are improperly performed.

#### \15\ Provision of assistance by a tour operator agency

A tour operator agency shall promptly provide assistance to travellers who are in difficulty, including during unavoidable and extraordinary circumstances.

#### \16\ Insolvency of a tour operator agency

Should a tour operator agency become insolvent, payments made by travellers shall be refunded.

Should a tour operator agency become insolvent after the commencement of the provision of the package and if the package includes carriage, traveller repatriation is arranged.

A tour operator agency has entered into an agreement on insolvency protection with the following provider [company name, identification number, registered office, telephone number, and e-mail address] (hereinafter referred to as “provider of insolvency protection”).

A traveller may approach the provider of insolvency protection if services are denied due to the insolvency of the tour operator agency.

Act No 170/2018 [[HYPERLINK](#)]



## Part B

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

A combination of the travel services offered constitutes a package within the meaning of Act No 170/2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending and supplementing certain acts (hereinafter referred to as "Act No 170/2018").

Therefore, you will benefit from all rights arising from Act No 170/2018 applying to packages. Our company [the company fills in its company name, identification number and registered office or place of business] (hereinafter referred to as the "tour operator agency") will be fully responsible for the proper performance of the package as a whole.

Additionally, we, as a tour operator agency, have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that we become insolvent.

#### Key rights pursuant to Act No 170/2018

\1\ Information about package travel provided prior to the conclusion of a package travel contract

##### a) General information about the package tour

Destination / destinations:

Travel route:

Package start date:

Package end date:

Duration of stay, stating dates:

Number of nights included (in the case of package travel comprising accommodation):

##### b) Information about carriage

Type and category of means of transport:

Class of means of transport:

Travel connections:

Exact (and if this cannot be determined – the approximate) time of departure and return:

Point of departure and return:

Places and duration of stops:

c) Information about accommodation facility

Name of accommodation facility:

Location of accommodation facility:

Category of accommodation facility:

Class of accommodation facility (and country according to which the accommodation facility is classified):

Standard of amenities in accommodation facility:

Key features of accommodation facility:

d) Information about meals

Type of meals:

Scope of meals:

Form of meals:

e) Information about other services

Programme at the destination, trips, excursions, or other services included in the total price of the package:

f) Group package travel

Identification of travel services provided to travellers on a group basis:

Approximate group size:

g) A package includes other travel services identified in Section 2 (a), point four, of Act No 170/2018, provided in a foreign language

YES / NO

If so, the foreign language in which another travel service is to be provided:

h) Information about the suitability of travel

The package is suitable for persons with reduced mobility

YES / NO

Further specific information about the appropriateness of the package that the traveller has requested, taking into account the traveller's needs:

\2\ Information about the tour operator agency that is liable for the due performance of all of the travel services included in the package travel contract (if the package is sold through another tour operator agency or a travel agency, information about such a tour operator agency or travel agency shall be provided)

Company name / name:

Registered office / place of business:

Telephone number:

E-mail address:

\3\ Information about price and payment conditions

Aggregate price of the package, including taxes, all costs and fees:

(if such costs and fees cannot be determined prior to the conclusion of a package travel contract, a notice shall be provided that the total price of the package may include additional costs or fees);

Payment conditions, including the traveller's obligation to pay an advance, and the amount thereof:

Payment conditions for the payment of the balance of the price:

If there is an obligation to provide, at the tour operator agency's request, another form of financial security, information about such obligation and the conditions applicable to it:

\4\ Information about visa obligations, passport obligations, and other obligations

General information:

Expected period required for visa issuance:

Information about medical requirements at the destination:

\5\ Information for travellers if a minimum number of travellers is required in order for package travel to be provided

Is a minimum number of travellers required in order for package travel to be provided?

YES / NO

If so, the period within which the traveller must be informed in writing about withdrawal from the package travel contract due to a failure to attain the minimum number of travellers:

\6\ Information about authorised responsible representative or another entity through whom contact and communication with the tour operator agency or travel agency may be ensured

Name of the responsible representative / name of entity:

Address of the responsible representative / registered office of entity:

Electronic address:

Telephone number:

Telephone number for emergencies:

#### \7\ Assignment of a package travel contract

A traveller may assign a package travel contract to another person. A notice of the assignment of a package travel contract to another person and the third party's consent to the assignment shall be delivered to a tour operator agency on a durable medium within an appropriate period, but no later than 7 days prior to the commencement of package travel, unless the parties have agreed otherwise.

The original traveller and the new traveller shall bear joint and several liability for the payment of the balance of the package tour price and any fees, surcharges, and other documented actual and reasonable costs that arise in connection with the change in travellers and about which the tour operator agency informs them.

#### \8\ Change in the price of package travel

The price of package travel may increase provided that the price increase calculation method is identified precisely, only if special costs specified in detail in Section 19 (2) of Act No 170/2018 increase (e.g., change in fuel prices), and provided that the package tour contract stipulates that the traveller shall be entitled to a price reduction pursuant to Section 19 (5) of Act No 170/2018.

A clear and comprehensibly formulated notice concerning the increase in the price of the package tour, on a durable medium, with due rationale and a calculation of the increase of the price of the package tour must be demonstrably sent to the traveller no later than 20 days prior to the commencement of package travel, otherwise the tour operator agency shall not be entitled to charge the difference in the price of the package tour.

If the price increase amounts to more than 8 % of the price of the package, the traveller may withdraw from the package travel contract without paying a termination fee. A traveller may also exercise the rights arising for him from point 9 of this form.

If a tour operator agency reserves a right to a price increase, the traveller shall be entitled to a price decrease should the relevant costs drop.

#### \9\ Change in other conditions of a package travel contract

Should any of the key features of a travel service change prior to the commencement of package travel or should the tour operator agency be unable to satisfy the traveller's specific requirements on which they have agreed, it shall inform the traveller about:

proposed changes and their impact on the price of the package; and

the traveller's right to do the following with respect to the proposed changes within a reasonable period:

a) accept (if the traveller fails to accept them within the period referred to in sub-paragraph (b), the package travel contract shall terminate); or

b) withdraw from the package travel contract without paying a termination fee and

– accept a substitute package

of an identical or higher quality than that of the services agreed in the original package travel contract; or

of a lower quality or with lower costs; the traveller shall be entitled to an appropriate reduction of the price of the package; or

– not accept a substitute package and subsequently claim a refund of all payments paid by the traveller, within 14 days of the day of the delivery of the notice of withdrawal from the package travel contract.

\10\ Withdrawal of the tour operator agency from a package travel contract without the obligation to compensate the traveller for damages

A tour operator agency may withdraw from a package travel contract prior to the commencement of package travel without having to compensate the traveller for damage incurred due to such withdrawal if:

a) the number of package travel participants is lower than the minimum number of participants required pursuant to the package travel contract and the tour operator agency withdraws from the package travel contract within the period specified in the package travel contract, but no later than:

– 20 days prior to the commencement of package travel, in the event of a trip that is to run for more than 6 days,

– 7 days prior to the commencement of package travel, in the event of a trip that is to run from 2 days to 6 days,

– 48 hours prior to the commencement of package travel, in the event of a trip that is to run for fewer than 2 days; or

b) unavoidable and extraordinary circumstances are preventing a tour operator agency from performing the package travel contract and the tour operator agency informs the traveller of the withdrawal from the package travel contract without delay prior to the commencement of package travel.

\11\ Withdrawal from a package travel contract by a traveller due to unavoidable and extraordinary circumstances

A traveller may withdraw from a package travel contract prior to the commencement of the provision of the package without paying a termination fee if unavoidable and extraordinary circumstances occur at the destination or in its immediate vicinity (e.g., there are serious security problems at the destination) that will have a material impact on the performance of the package or on carriage of passengers to the destination.

In such a case of withdrawal from a package travel contract, the traveller shall be entitled to a refund of all payments paid for the package.

#### \12\ Withdrawal from a package travel contract by a traveller without cause

A traveller may withdraw from a package travel contract at any point prior to the commencement of the provision of the package in exchange for an appropriate and reasonable termination fee. The tour operator agency shall refund to the traveller any and all payments received from him, reduced by the termination fee.

In the case of an off-premises contract, a traveller shall be entitled to withdraw from a package travel contract without cause and without being obliged to pay a termination fee within 14 days of the date of the conclusion of the package travel contract (the right of a traveller to withdraw from a package travel contract without cause shall not apply to packages the price of which has been reduced due to the provision of the package shortly after the conclusion of a package travel contract).

#### \13\ Responsibility for the performance of package travel

Should any travel service not be provided in conformity with the package travel contract or Act No 170/2018, or should it not have the properties reasonably expected by the traveller given the offer and given the customs, the tour operator agency shall, subject to conditions defined by Act No 170/2018, provide a remedy following the traveller's notice or on the basis of its own finding of a breach of a package travel contract. Should it fail to provide a remedy, it shall offer to the traveller substitute travel services:

- a) of the same or higher standard of quality than that stated in the package travel contract, without any additional costs to the traveller; or
- b) of a lower standard of quality than that stated in the package travel contract, with the provision of an appropriate discount.

A traveller may refuse substitute travel services offered by a tour operator agency if the substitute travel services are not comparable to the travel services specified in the package travel contract or if the discount offered from the price of package travel to compensate for travel services of a lower quality is not adequate. In that case, and if the traveller is unable to accept the substitute travel services for objective reasons, the traveller shall carry on in the use of the travel services that constitute the subject of the notice and the tour operator agency shall provide to the traveller an appropriate discount from the price of those travel services that constituted the subject of the notice.

A traveller may withdraw from the package travel contract without paying a termination fee and demand a refund of a portion of the price corresponding to the price of those travel services that were not performed in a due and timely fashion, if a material breach of the package travel contract has occurred and the tour operator agency has failed to remedy the breach of the package travel contract or arranged for the traveller substitute travel services within a reasonable period set by the traveller.

If it is not possible, due to unavoidable and extraordinary circumstances, to arrange the traveller's return in conformity with the package travel contract, the tour operator agency shall bear the costs

of any accommodation required, if possible of the same category, for a maximum of three nights per traveller.

If special regulations concerning passenger rights that apply to the relevant means of transport stipulate longer time-periods for a traveller's return, those longer periods shall apply. The cost restriction shall not apply to persons with reduced mobility and persons accompanying them, pregnant women, unaccompanied minors, or persons requiring specific medical attention, if the tour operator agency was informed about their specific needs at least 48 hours before the start of the package.

#### \14\ Price reduction / damage compensation for travellers

A traveller shall also be entitled to a discount from the price of the package and/or to damage compensation where travel services are not performed or are improperly performed.

#### \15\ Provision of assistance by a tour operator agency

A tour operator agency shall promptly provide assistance to travellers who are in difficulty, including during unavoidable and extraordinary circumstances.

#### \16\ Insolvency of a tour operator agency

Should a tour operator agency become insolvent, payments made by travellers shall be refunded.

Should a tour operator agency become insolvent after the commencement of the provision of the package and if the package includes carriage, traveller repatriation is arranged.

A tour operator agency has entered into an agreement on insolvency protection with the following provider [company name, identification number, registered office, telephone number, and e-mail address] (hereinafter referred to as "provider of insolvency protection").

A traveller may approach the provider of insolvency protection if services are denied due to the insolvency of the tour operator agency.

[Website at which Act No 170/2018 can be found]

### Part C

#### **Standard information form where a tour operator agency transmits data to another trader in accordance with Section 3 (1) (b), point five, of Act No 170/2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending and supplementing certain acts**

If you conclude a contract with our company [the company fills in its company name, identification number and registered office or place of business] (hereinafter referred to as "Company") not later than 24 hours after receiving the confirmation of the booking from our company [the company fills in its company name, identification number and registered office or place of business] (hereinafter referred to as "tour operator agency"), the travel services performed by our tour operator agency and by the company will constitute a package within the meaning of Act No 170/2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending and supplementing certain acts (hereinafter referred to as "Act No 170/2018").

Therefore, you will benefit from all rights arising from Act No 170/2018 applying to packages. As a tour operator agency, we are fully responsible for the proper performance of the package as a whole.

Additionally, we, as a tour operator agency, have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that we become insolvent.

For more information about key rights pursuant to Act No 170/2018 [to be provided in the form of a hyperlink].

The traveller shall receive the following information when following the hyperlink:

Key rights pursuant to Act No 170/2018

\1\ Information about the package tour provided prior to the conclusion of a package travel contract

a) General information about a package

Destination / destinations:

Travel route:

Package start date:

Package end date:

Duration of stay, stating dates:

Number of nights included (in the case of package travel comprising accommodation):

b) Information about carriage

Type and category of means of transport:

Class of means of transport:

Travel connections:

Exact (and if this cannot be determined – the approximate) time of departure and return:

Point of departure and return:

Places and duration of stops:

c) Information about accommodation facility

Name of accommodation facility:

Location of accommodation facility:



Category of accommodation facility:

Class of accommodation facility (and country according to which the accommodation facility is classified):

Standard of amenities in accommodation facility:

Key features of accommodation facility:

d) Information about meals

Type of meals:

Scope of meals:

Form of meals:

e) Information about other services

Programme at the destination, trips, excursions, or other services included in the total price of the package:

f) Group package travel

Identification of travel services provided to travellers on a group basis:

Approximate group size:

g) A package includes other travel services identified in Section 2 (a), point four, of Act No 170/2018, provided in a foreign language

YES / NO

If so, the foreign language in which another travel service is to be provided:

h) Information about the suitability of travel

The package is suitable for persons with reduced mobility

YES / NO

Further specific information about the appropriateness of the package that the traveller has requested, taking into account the traveller's needs:

\2\ Information about the tour operator agency that is liable for the due performance of all of the travel services included in the package travel contract (if the package is sold through another tour operator agency or a travel agency, information about such a tour operator agency or travel agency shall be provided)

Company name / name:

Registered office / place of business:

Telephone number:

E-mail address:

\3\ Information about price and payment conditions

Aggregate price of the package, including taxes, all costs and fees:

(if such costs and fees cannot be determined prior to the conclusion of a package travel contract, a notice shall be provided that the total price of the package may include additional costs or fees);

Payment conditions, including the traveller's obligation to pay an advance, and the amount thereof:

Payment conditions for the payment of the balance of the price:

If the obligation exists to provide, at the tour operator agency's request, another form of financial security, information about such obligation and the conditions applicable to it:

\4\ Information about visa obligations, passport obligations, and other obligations

General information:

Expected period required for visa issuance:

Information about medical requirements at the destination:

\5\ Information for travellers of a minimum number of travellers is required in order for package travel to be provided

Is a minimum number of travellers required in order for package travel to be provided?

YES / NO

If so, the period within which the traveller must be informed in writing about withdrawal from the package travel contract due to a failure to reach the minimum number of travellers:

\6\ Information about authorised responsible representative or another entity, through whom contact and communication with the tour operator agency or travel agency may be ensured:

Name of the responsible representative / name of entity:

Address of the responsible representative / registered office of entity:

Electronic address:

Telephone number:

Telephone number for emergencies:

## \7\ Assignment of a package travel contract

A traveller may assign a package travel contract to another person. A notice of the assignment of a package travel contract to another person and the third party's consent to the assignment shall be delivered to a tour operator agency on a durable medium within an appropriate period, but no later than 7 days prior to the commencement of package travel, unless the parties have agreed otherwise.

The original traveller and the new traveller shall bear joint and several liability for the payment of the balance of the package tour price and any fees, surcharges, and other documented actual and reasonable costs that arise in connection with the change in travellers and about which the tour operator agency informs them.

## \8\ Change in the price of package travel

The price of package travel may increase provided that the price increase calculation method is identified precisely, only if special costs specified in detail in Section 19 (2) of Act No 170/2018 increase (e.g., change in fuel prices), and provided that the package tour contract stipulates that the traveller shall be entitled to a price reduction pursuant to Section 19 (5) of Act No 170/2018

A clear and comprehensibly formulated notice concerning the increase in the price of the package tour, on a durable medium, with due rationale and a calculation of the increase of the price of the package tour must be demonstrably sent to the traveller no later than 20 days prior to the commencement of package travel, otherwise the tour operator agency shall not be entitled to charge the difference in the price of the package tour.

If the price increase amounts to more than 8 % of the price of the package, the traveller may withdraw from the package travel contract without paying a termination fee. A traveller may also exercise the rights arising for him from point 9 of this form.

If a tour operator agency reserves a right to a price increase, the traveller shall be entitled to a price decrease should the relevant costs drop.

## \9\ Change in other conditions of a package travel contract

Should any of the key features of a travel service change prior to the commencement of package travel or should the tour operator agency be unable to satisfy the traveller's specific requirements on which they have agreed, it shall inform the traveller about:

proposed changes and their impact on the price of the package; and

the traveller's right to do the following with respect to the proposed changes within a reasonable period:

a) accept (if the traveller fails to accept them within the period referred to in sub-paragraph (b), the package travel contract shall terminate); or

b) withdraw from the package travel contract without paying a termination fee and

– accept a substitute package

of an identical or higher quality than that of the services agreed in the original package travel contract; or

of a lower quality or with lower costs; the traveller shall be entitled to an appropriate reduction of the price of the package; or

– not accept a substitute package and subsequently claim a refund of all payments paid by the traveller, within 14 days of the day of the delivery of the notice of withdrawal from the package travel contract.

\10\ Withdrawal of the tour operator agency from a package travel contract without the obligation to compensate the traveller for damages

A tour operator agency may withdraw from a package travel contract prior to the commencement of package travel without having to compensate the traveller for damage incurred due to such withdrawal if:

a) the number of package travel participants is lower than the minimum number of participants required pursuant to the package travel contract and the tour operator agency withdraws from the package travel contract within the period specified in the package travel contract, but no later than:

– 20 days prior to the commencement of package travel, in the event of a trip that is to run for more than 6 days,

– 7 days prior to the commencement of package travel, in the event of a trip that is to run from 2 days to 6 days,

– 48 hours prior to the commencement of package travel, in the event of a trip that is to run for fewer than 2 days; or

b) unavoidable and extraordinary circumstances are preventing a tour operator agency from performing the package travel contract and the tour operator agency informs the traveller of the withdrawal from the package travel contract without delay prior to the commencement of package travel.

\11\ Withdrawal from a package travel contract by a traveller due to unavoidable and extraordinary circumstances

A traveller may withdraw from a package travel contract prior to the commencement of the provision of the package without paying a termination fee if unavoidable and extraordinary circumstances occur at the destination or in its immediate vicinity (e.g., there are serious security problems at the destination) that will have a material impact on the provision of the package or on carriage of passengers to the destination.

In such a case of withdrawal from a package travel contract, the traveller shall be entitled to a refund of all payments paid for the package.

\12\ Withdrawal from a package travel contract by a traveller without cause

A traveller may withdraw from a package travel contract at any point prior to the commencement of the provision of the package in exchange for an appropriate and reasonable termination fee. The

tour operator agency shall refund to the traveller any and all payments received from him, reduced by the termination fee.

In the case of an off-premises contract, a traveller shall be entitled to withdraw from a package travel contract without cause and without being obliged to pay a termination fee within 14 days of the date of the conclusion of the package travel contract (the right of a traveller to withdraw from a package travel contract without cause shall not apply to packages the price of which has been reduced due to the performance of the package shortly after the conclusion of a package travel contract).

### \13\ Responsibility for the performance of package travel

Should any travel service not be provided in conformity with the package travel contract or Act No 170/2018 or should it not have the properties reasonably expected by the traveller given the offer and given the customs, the tour operator agency shall, subject to conditions defined by Act No 170/2018, provide a remedy following the traveller's notice or on the basis of its own finding of a breach of a package travel contract. Should it fail to provide a remedy, it shall offer to the traveller substitute travel services:

a) of the same or higher standard of quality than that stated in the package travel contract, without any additional costs to the traveller; or

b) of a lower standard of quality than that stated in the package travel contract, with the provision of an appropriate discount.

A traveller may refuse substitute travel services offered by a tour operator agency if the substitute travel services are not comparable to the travel services specified in the package travel contract or if the discount offered from the price of package travel to compensate for travel services of a lower quality is not adequate. In that case, and if the traveller is unable to accept the substitute travel services for objective reasons, the traveller shall carry on in the use of the travel services that constitute the subject of the notice and the tour operator agency shall provide to the traveller an appropriate discount from the price of those travel services that constituted the subject of the notice.

A traveller may withdraw from the package travel contract without paying a termination fee and demand a refund of a portion of the price corresponding to the price of those travel services that were not performed in a due and timely fashion, if a material breach of the package travel contract has occurred and the tour operator agency has failed to remedy the breach of the package travel contract or arranged for the traveller substitute travel services within a reasonable period set by the traveller.

If it is not possible, due to unavoidable and extraordinary circumstances, to arrange the traveller's return in conformity with the package travel contract, the tour operator agency shall bear the costs of any accommodation required, if possible of the same category, for a maximum of three nights per traveller.

If special regulations concerning passenger rights that apply to the relevant means of transport stipulate longer time-periods for a traveller's return, those longer periods shall apply. The cost restriction shall not apply to persons with reduced mobility and persons accompanying them, pregnant women, unaccompanied minors, or persons requiring specific medical attention, if the

tour operator agency was informed about their specific needs at least 48 hours before the start of the package.

#### \14\ Price reduction / damage compensation for travellers

A traveller shall also be entitled to a discount from the price of the package and/or to damage compensation where travel services are not performed or are improperly performed.

#### \15\ Provision of assistance by a tour operator agency

A tour operator agency shall promptly provide assistance to travellers who are in difficulty, including during unavoidable and extraordinary circumstances.

#### \16\ Insolvency of a tour operator agency

Should a tour operator agency become insolvent, payments made by travellers shall be refunded.

Should a tour operator agency become insolvent after the commencement of the provision of the package and if the package includes carriage, traveller repatriation is arranged.

A tour operator agency has entered into an agreement on insolvency protection with the following provider [company name, identification number, registered office, telephone number, and e-mail address] (hereinafter referred to as “provider of insolvency protection”).

A traveller may approach the provider of insolvency protection if services are denied due to the insolvency of the tour operator agency.

Act No 170/2018 [[HYPERLINK](#)]

**Part A**

**Standard information form where the tour operator agency facilitating an online linked travel arrangement within the meaning of Section 4 (1) (a) of Act No 170/2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending and supplementing certain acts is also 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 [the company fills in its company name, identification number and registered office or place of business] (hereinafter referred to as “tour operator agency”) you will NOT benefit from rights applying to packages under Act No 170/2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending and supplementing certain acts (hereinafter referred to as “Act No 170/2018”).

As a tour operator agency, we will therefore 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 tour operator agency’s booking website, the travel services will become part of a linked travel arrangement. As the operator agency, we have, pursuant to Act No 170/2018, protection in place to refund your payments to our tour operator agency for any services that were not performed due to our insolvency and, where necessary, to ensure your repatriation. Please note that this does not include the provision of a refund in the event of the insolvency of the relevant service provider.

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

*The traveller shall receive the following information when following the hyperlink:*

Our tour operator agency has concluded an agreement ensuring insolvency protection with the following provider [company name, identification number, registered office, telephone number, and e-mail address] (hereinafter referred to as the “provider of insolvency protection”).

If services are denied due to our tour operator agency’s insolvency, travellers may approach the entity referred to above.

Note: This insolvency protection shall not apply to contracts with parties other than our tour operator agency which may be performed in spite of our insolvency.

Act No 170/2018 [HYPERLINK]

## Part B

**Standard information form where the tour operator agency facilitating an online linked travel arrangement within the meaning of Section 4 (1) (a) of Act No 170/2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending and supplementing certain acts is a tour operator agency 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 [the company fills in its company name, identification number and registered office or place of business] (hereinafter referred to as “tour operator agency”) you will NOT benefit from rights applying to packages under Act No 170/2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending and supplementing certain acts (hereinafter referred to as “Act No 170/2018”).

As a tour operator agency, we will therefore 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 tour operator agency’s booking website, the travel services will become part of a linked travel arrangement. As the operator agency, we have, pursuant to Act No 170/2018, protection in place to refund your payments to our tour operator agency for any services that were not performed due to our insolvency. Please note that this does not include the provision of a refund in the event of the insolvency of the relevant service provider.

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

*The traveller shall receive the following information when following the hyperlink:*

Our tour operator agency has concluded an agreement ensuring insolvency protection with the following provider [company name, identification number, registered office, telephone number, and e-mail address] (hereinafter referred to as the “provider of insolvency protection”).

If services are denied due to our tour operator agency’s insolvency, travellers may approach the entity referred to above.

Note: This insolvency protection shall not apply to contracts with parties other than our tour operator agency which may be performed in spite of our insolvency.

Act No 170/2018 [HYPERLINK]



## Part C

**Standard information form in the case of linked travel arrangements within the meaning of Section 4 (1) (a) of Act No 170/2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending and supplementing certain acts where the contracts are concluded in the simultaneous physical presence of a representative of a tour operator agency (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 [the company fills in its company name, identification number and registered office or place of business] (hereinafter referred to as “tour operator agency”) you will NOT benefit from rights applying to packages under Act No 170/2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending and supplementing certain acts (hereinafter referred to as “Act No 170/2018”).

As a tour operator agency, we will therefore 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 tour operator agency or during the same contact with our tour operator agency, the travel services will become part of a linked travel arrangement. As the operator agency, we have, pursuant to Act No 170/2018, protection in place to refund your payments to our tour operator agency for any services that were not performed due to our insolvency. Please note that this does not include the provision of a refund in the event of the insolvency of the relevant service provider.

Our tour operator agency has concluded an agreement ensuring insolvency protection with the following provider [company name, identification number, registered office, telephone number, and e-mail address] (hereinafter referred to as the “provider of insolvency protection”).

If services are denied due to our tour operator agency’s insolvency, travellers may approach the entity referred to above.

Note: This insolvency protection shall not apply to contracts with parties other than our tour operator agency which may be performed in spite of our insolvency.

[Website where Act No 170/2018 can be found]

## Part D

**Standard information form where the tour operator agency facilitating an online linked travel arrangement within the meaning of Section 4 (1) (b) of Act No 170/2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending and supplementing certain acts is also 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 Act No 170/2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending and supplementing certain acts (hereinafter referred to as “Act No 170/2018”).

Our company [the company fills in its company name, identification number and registered office or place of business] (hereinafter referred to as “tour operator agency”) will therefore 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 via this link/these links not later than 24 hours after receiving the confirmation of the booking from our tour operator agency, the travel services will become part of a linked travel arrangement. As the operator agency, we have, pursuant to Act No 170/2018, protection in place to refund your payments to our tour operator agency for any services that were not performed due to our insolvency and, where necessary, to ensure your repatriation. Please note that this does not include the provision of a refund in the event of the insolvency of the relevant service provider.

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

*The traveller shall receive the following information when following the hyperlink:*

Our tour operator agency has concluded an agreement ensuring insolvency protection with the following provider [company name, identification number, registered office, telephone number, and e-mail address] (hereinafter referred to as the “provider of insolvency protection”).

If services are denied due to our tour operator agency’s insolvency, travellers may approach the entity referred to above.

Note: This insolvency protection shall not apply to contracts with parties other than our tour operator agency which may be performed in spite of our insolvency.

Act No 170/2018 [HYPERLINK]

## Part E

**Standard information form where the tour operator agency facilitating an online linked travel arrangement within the meaning of Section 4 (1) (b) of Act No 170/2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending and supplementing certain acts is a tour operator agency 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 Act No 170/2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending and supplementing certain acts (hereinafter referred to as “Act No 170/2018”).

Our company [the company fills in its company name, identification number and registered office or place of business] (hereinafter referred to as “tour operator agency”) will therefore 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 via this link/these links not later than 24 hours after receiving the confirmation of the booking from the tour operator agency, the travel services will become part of a linked travel arrangement. The tour operator agency has, pursuant to Act No 170/2018, protection in place to refund your payments to the tour operator agency for any services that were not performed due to its insolvency. Please note that this does not include the provision of a refund in the event of the insolvency of the relevant service provider.

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

*The traveller shall receive the following information when following the hyperlink:*

Our tour operator agency has concluded an agreement ensuring insolvency protection with the following provider [company name, identification number, registered office, telephone number, and e-mail address] (hereinafter referred to as the “provider of insolvency protection”).

If services are denied due to our tour operator agency’s insolvency, travellers may approach the entity referred to above.

Note: This insolvency protection shall not apply to contracts with parties other than our tour operator agency which may be performed in spite of our insolvency.

Act No 170/2018 [HYPERLINK]

## Supplementary Form 1

**Standard information form where the tour operator agency facilitating an online linked travel arrangement within the meaning of Section 4 (1) (a) of Act No 170/2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending and supplementing certain acts does not receive a payment from the traveller**

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company [the company fills in its company name, identification number and registered office or place of business] (hereinafter referred to as “tour operator agency”) you will NOT benefit from rights applying to packages under Act No 170/2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending and supplementing certain acts.

As a tour operator agency, we will therefore not be responsible for the proper performance of those additional travel services. In case of problems please contact the relevant service provider.

## Supplementary Form 2

**Standard information form where the tour operator agency facilitating an online linked travel arrangement within the meaning of Section 4 (1) (b) of Act No 170/2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending and supplementing certain acts does not receive a payment from the traveller**

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 Act No 170/2018 on travel packages, linked travel arrangements, certain conditions of engaging in the tourism business and amending and supplementing certain acts.

Our company [the company fills in its company name, identification number and registered office or place of business] will therefore not be responsible for the proper performance of those additional travel services. In case of problems please contact the relevant service provider.

**LIST OF TRANSPOSED LEGALLY BINDING ACTS OF THE EUROPEAN UNION**

Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ EU L 326, 11. 12. 2015).