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Act of 6 December 2017 amending Book 7 of the Civil Code, the Consumer Protection Enforcement Act and certain other acts in connection with the implementation of Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11.12.2015, p. 1) ('the Act implementing the Directive on package travel and linked travel arrangements')

We, Willem-Alexander, by the grace of God, King of the Netherlands, Prince of Orange-Nassau, etc., etc., etc.,

Greetings to all who see or hear these presents! Be it known:

Whereas We have considered that it is necessary to transpose into national legislation 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 L 326, 11.12.2015, p. 1).

We, therefore, having heard the Advisory Division of the Council of State, and in consultation with the States General, have approved and decreed as We hereby approve and decree:

ARTICLE I

Book 6 of the Civil Code is amended as follows:

In Article 193f(c), "Article 501(1)" is replaced by: Article 502(1) to (3).

Article 230h(2)(h) now reads:

h. Concerning package travel as referred to in Article 500 of Book 7 of the Civil Code, with the exception of Articles 230j, 230k and 230v(2), (3) and (6) of Book 6 of the Civil Code.

ARTICLE II

Title 7A of Book 7 of the Civil Code now reads:

TITLE 7A PACKAGE TRAVEL CONTRACT AND LINKED TRAVEL ARRANGEMENT

SECTION I DEFINITIONS AND SCOPE

Article 500

The following definitions shall apply for the purposes of this Title:

a. *travel service*: service for the

i) carriage of passengers;

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

iii) rental of cars, other motor vehicles within the meaning of Article 3(11) of Directive 2007/46/EC of the European Parliament and of the Council of 5 September 2007 establishing a framework for the approval of motor vehicles and their trailers, and of systems, components and separate technical units intended for such vehicles (OJ L 263, 9.10.2007, p. 1), or motorcycles requiring a Category A driving licence in accordance with Article 4(3)(c) of Directive 2006/126/EC of the European Parliament and of the Council on driving licences (OJ L 403, 30.12.2006, p. 18);

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

b. *package*: a combination of at least two different types of travel service for the purpose of the same trip or holiday, if:

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

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

1°. purchased from a single point of sale, and were selected before the traveller agrees to pay;

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

3°. advertised or sold under the term 'package' or under a similar term;

4°. combined after the conclusion of a contract by which a trader entitles the traveller to choose among a selection of different types of travel service; or

5°. purchased from separate traders through linked online booking processes where the traveller's name, payment details and e-mail address are transmitted by the trader with whom the first contract is concluded to another trader or traders, and a contract with the latter trader or traders is concluded at the latest 24 hours after the confirmation of the booking of the first travel service;

unless not more than one type of travel service as referred to in point (a)(i), (ii) or (iii) is combined with one or more tourist services as referred to in point a(iv) that

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

- are selected and purchased only after the performance of a travel service has started;

- c. *package travel contract*: a contract in respect of the package as a whole or, if the package is provided under separate contracts, all contracts covering the travel services included in the package;
- d. *Start of the package*: the beginning of the performance of travel services included in the package;
- e. *linked travel arrangement*: at least two different types of travel service purchased for the purpose of the same trip or holiday, not constituting a package, resulting in the conclusion of separate contracts with the individual travel service providers, if a trader facilitates:
- i) on the occasion of a single visit or contact with his point of sale, the separate selection and separate payment of each travel service by travellers; or
 - ii) in a targeted manner, the procurement of at least one additional travel service from another trader where a contract with such other trader is concluded at the latest 24 hours after the confirmation of the booking of the first travel service;

unless not more than one type of travel service as referred to in point (a)(i), (ii) or (iii) and one or more tourist services as referred to in point (a)(iv) are purchased, and the latter services do not account for a significant proportion of the combined value of the services and are not advertised as, and do not otherwise represent, an essential feature of the trip or holiday;
- f. *traveller*: any person who is seeking to conclude a contract, or is entitled to travel on the basis of a contract concluded within the scope of this Title;
- g. *trader*: any natural person or any legal person who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession in relation to contracts covered by this Title, whether acting in the capacity of organiser, retailer, trader facilitating a linked travel arrangement or as a travel service provider;
- h. *organiser*: a trader who combines and offers for sale packages, either directly or together with another trader, or the trader who transmits the traveller's data to another trader in accordance with point (b)(ii)(5°);
- i. *retailer*: a trader other than the organiser who offers for sale packages combined by the organiser;
- j. *establishment*: the actual pursuit of an economic activity, as referred to in Article 43 of the Treaty establishing the European Community, by a provider for an indefinite period and through a stable infrastructure from where the business of providing services is actually carried out;
- k. *durable medium*: any instrument which enables the traveller or the trader to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;
- l. *unavoidable and extraordinary circumstances*: a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken;
- m. *lack of conformity*: a failure to perform or improper performance of the travel services included in a package;
- n. *minor*: a person below the age of 18 years;
- o. *point of sale*: any retail premises, whether movable or immovable, or a retail website or similar online sales facility, including where retail websites or online sales facilities are presented to travellers as a single facility, including a telephone service;
- p. *repatriation*: the traveller's return to the place of departure or to another place the contracting parties agree upon;
- q. *Directive (EU) 2015/2302*: 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

Article 501

1. This Title shall apply to package travel and linked travel arrangements.
2. This Title shall not apply to:
 - a) packages and linked travel arrangements covering a period of less than 24 hours unless overnight accommodation is included;
 - b) packages offered and linked travel arrangements facilitated occasionally and on a not-for-profit basis and only to a limited group of travellers;
 - c) packages and linked travel arrangements purchased on the basis of a general agreement for business travel between a trader and a natural or legal person who is acting for purposes relating to his trade, business, craft or profession.

SECTION 2 INFORMATION OBLIGATIONS AND CONTENT OF THE PACKAGE TRAVEL CONTRACT

Article 502

1. Before the traveller is bound by any package travel contract or any corresponding offer, the organiser and, where the package is sold through a retailer, also the retailer shall provide the traveller with standard information by means of the form referred to in Part A or Part B of Annex I to Directive (EU) 2015/2302, and, where applicable to the package, also with the following information:
 - a) the main characteristics of the travel services:
 - 1°. the travel destination(s), itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included;
 - 2°. the means, characteristics and categories of transport, the points, dates and time of departure and return, the duration and places of intermediate stops and transport connections. Where the exact time is not yet determined, the organiser and, where applicable, the retailer shall inform the traveller of the approximate time of departure and return;
 - 3°. the location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination;
 - 4°. the meal plan;
 - 5°. visits, excursions or other services included in the total price agreed for the package;
 - 6°. where it is not apparent from the context, whether any of the travel services will be provided to the traveller as part of a group and, if so, where possible, the approximate size of the group;
 - 7°. where the traveller's benefit from other tourist services depends on effective oral communication, the language in which those services will be carried out;
 - 8°. whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the traveller's request, precise information on the suitability of the trip or holiday taking into account the traveller's needs;
 - b) the trading name and geographical address of the organiser and, where applicable, of the retailer, as well as their telephone number and, where applicable, e-mail address;
 - c) the total price of the package inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance of the conclusion of the contract, an indication of the type of additional costs which the traveller may still have to bear;
 - d) the arrangements for payment, including any amount or percentage of the price which is to be paid as a down payment and the timetable for

payment of the balance, or financial guarantees to be paid or provided by the traveller;

e) the minimum number of persons required for the package to take place and the time-limit, referred to in Article 509(5)(a), within which the contract may be terminated before the start of the package if that number is not reached;

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

g) information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate termination fee, or, where applicable, the standardised termination fees requested by the organiser, in accordance with Article 509(1) and (2);

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

2. For package travel contracts concluded by telephone, the organiser and, where applicable, the retailer shall provide the traveller with the standard information set out in Part B of Annex I to Directive (EU) 2015/2302, and the information set out in paragraph 1(a) to (h).

3. With reference to packages as defined in Article 500(b)(ii)(5°), the organiser and the trader to whom the data are transmitted shall ensure that each of them provides, before the traveller is bound by a contract or any corresponding offer, the information set out in paragraph 1(a) to (h) in so far as it is relevant for the travel services they offer. The organiser shall also provide, at the same time, standard information by means of the form in Part C of Annex I to Directive (EU) 2015/2302.

4. The information referred to in paragraphs 1, 2 and 3 shall be provided in a clear, comprehensible and prominent manner. Where such information is provided in writing, it shall be legible.

Article 503

1. The information provided to the traveller pursuant to Article 502(1)(a), (c), (d), (e) and (g) shall form an integral part of the package travel contract and shall not be altered unless the contracting parties expressly agree otherwise. The organiser and, where applicable, the retailer shall communicate all changes to the pre-contractual information to the traveller in a clear, comprehensible and prominent manner before the conclusion of the package travel contract.

2. If the organiser and, where applicable, the retailer has not complied with the information requirements on additional fees, charges or other costs as referred to in Article 502(1)(c) before the conclusion of the package travel contract, the traveller shall not bear those fees, charges or other costs.

Article 504

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

2. By way of derogation from paragraph 1, in the case of off-premises contracts as defined in Article 230g(1)(f) of Book 6 of the Civil Code, the organiser shall provide a copy or confirmation of the package travel contract to the traveller on paper or, if the traveller agrees, on another durable

medium.

3. The package travel contract or confirmation of the contract shall set out the full content of the agreement which shall include all the information referred to in Article 502(1)(a) to (h) and the following information:

- a) special requirements of the traveller which the organiser has accepted;
- b) information that the organiser is:
 - 1°. responsible for the proper performance of all travel services included in the contract in accordance with Article 510;
 - 2°. obliged to provide assistance if the traveller is in difficulty in accordance with Article 513;
- c) the name of the entity in charge of insolvency protection and its contact details, including its geographical address;
- d) the name, address, telephone number, e-mail address and, where applicable, the fax number of the organiser's local representative, of a contact point or of another service;
- e) information that the traveller is required to communicate any lack of conformity which he perceives during the performance of the package in accordance with Article 510(2);
- f) where minors, unaccompanied by a parent or another authorised person, travel on the basis of a package travel contract which includes accommodation, information enabling direct contact with the minor or the person responsible for the minor at the minor's place of stay;
- g) information on available in-house complaint handling procedures and on alternative dispute resolution mechanisms pursuant to the Act implementing alternative dispute resolution for consumer disputes, and, where applicable, on the alternative dispute resolution body by which the trader is covered and on the online dispute resolution platform pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (OJ L 165, 18.6.2013, p. 1);
- h) information on the traveller's right to transfer the contract to another traveller in accordance with Article 506.

4. With reference to the packages referred to in Article 500(b)(ii)(5°), the trader to whom the data are transmitted shall inform the organiser of the conclusion of the contract leading to the creation of a package. The trader shall provide the organiser with the information necessary to comply with his obligations as an organiser. As soon as the organiser is informed that a package has been created, the organiser shall provide to the traveller the information referred to in paragraph 3(a) to (h) on a durable medium.

5. The information referred to in paragraphs 3 and 4 shall be provided in a clear, comprehensible and prominent manner.

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

Article 505

The burden of proof shall be on the trader with regard to compliance with the information requirements laid down in Articles 502, 503 and 504.

SECTION 3 CHANGES TO THE PACKAGE TRAVEL CONTRACT BEFORE THE START OF THE PACKAGE

Article 506

1. Travellers may, provided that they give the organiser reasonable

notice on a durable medium before the start of the package, transfer the package travel contract to a person who satisfies all the conditions applicable to that contract. Notice given at the latest seven days before the start of the package shall in any event be deemed to be reasonable.

2. The transferor of the package travel contract and the transferee shall be jointly and severally liable for the payment of the balance due and for any additional fees, charges or other costs arising from the transfer. The organiser shall inform the transferor about the actual costs of the transfer. Those costs shall not be unreasonable and shall not exceed the actual cost incurred by the organiser as a result of the transfer.

3. The organiser shall provide the transferor with proof of the additional fees, charges or other costs arising from the transfer.

Article 507

1. After the conclusion of the package travel contract, prices may be increased only if the contract expressly reserves that possibility, stipulates how the price revisions should be calculated and states that the traveller is entitled to a price reduction under paragraph 5.

2. Price increases shall be possible exclusively as a direct consequence of changes in:

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

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

c) the exchange rates relevant to the package.

3. If the price increase referred to in paragraphs 1 and 2 exceeds 8 % of the price of the package, Article 508(2) to (5) shall apply.

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

5. If the package travel contract provides for the possibility of price increases, the traveller shall have the right to a price reduction corresponding to any decrease in the costs referred to paragraph 2(a), (b) and (c) that occurs after the conclusion of the contract and before the start of the package.

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

Article 508

1. Before the start of the package, the organiser may not unilaterally change package travel contract terms other than the price in accordance with Article 507, unless:

a) the organiser has reserved that right in the contract;

b) the change is insignificant; and

c) the organiser informs the traveller of the change in a clear, comprehensible and prominent manner on a durable medium.

2. If, before the start of the package, the organiser is constrained to alter significantly one of the main characteristics of the travel services as referred to in Article 502(1)(a) or cannot fulfil the special requirements as referred to in 504(3)(a), or proposes to increase the price of the package by more than 8 % in accordance with Article 507(3), the traveller may within a reasonable period specified by the organiser:

a) accept the proposed change; or

- b) terminate the package travel contract without paying a termination fee.
3. The organiser shall without undue delay inform the traveller in a clear, comprehensible and prominent manner on a durable medium of:
- a) the proposed changes referred to in paragraph 2 and, where appropriate in accordance with paragraph 4, their impact on the price of the package;
 - b) a reasonable period within which the traveller has to inform the organiser of his decision pursuant to paragraph 2;
 - c) the consequences of the traveller's failure to respond within the period referred to in point (b);
 - d) where applicable, the offered substitute package and its price.
4. Where the changes to the package travel contract referred to in paragraph 2, or the substitute package referred to in paragraph 3(d) result in a package of lower quality or cost, the traveller shall be entitled to an appropriate price reduction.
5. If the package travel contract is terminated pursuant to paragraph 2(b), and the traveller does not accept a substitute package, the organiser shall refund all payments made by or on behalf of the traveller without undue delay and in any event not later than 14 days after the contract is terminated. Article 511(2) to (9) shall apply *mutatis mutandis*.

Article 509

1. The traveller may terminate the package travel contract at any time before the start of the package. Where the traveller terminates the package travel contract under this paragraph, the traveller may be required to pay an appropriate and justifiable termination fee to the organiser.
2. The package travel contract may specify reasonable standardised termination fees based on the time of the termination of the contract before the start of the package and the expected cost savings and income from alternative deployment of the travel services. In the absence of standardised termination fees, the amount of the termination fee shall correspond to the price of the package minus the cost savings and income from alternative deployment of the travel services. At the traveller's request the organiser shall provide a justification for the amount of the termination fees.
3. Notwithstanding paragraphs 1 and 2, the traveller shall have the right to terminate the package travel contract before the start of the package without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity that significantly affect the performance of the package or the carriage of passengers to the destination.
4. In the event of termination of the package travel contract under paragraph 3, the traveller shall be entitled to a full refund of any payments made for the package, but shall not be entitled to compensation.
5. The organiser may terminate the package travel contract and provide the traveller with a full refund of any payments made for the package, but shall not be liable for compensation, if:
- a) the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organiser notifies the traveller of the termination of the contract within the period fixed in the contract, but not later than:
 - 1°. 20 days before the start of the package in the case of trips lasting more than six days;
 - 2°. seven days before the start of the package in the case of trips lasting between two and six days;
 - 3°. 48 hours before the start of the package in the case of trips lasting less than two days; or
 - b) the organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances, and notifies the traveller of

the termination of the contract without undue delay before the start of the package.

6. The organiser shall provide any refunds required under paragraphs 3, 4 and 5 or, with respect to paragraphs 1 and 2, reimburse any payments made by or on behalf of the traveller for the package minus the appropriate termination fee.

7. Such refunds or reimbursements shall be made to the traveller without undue delay and in any event not later than 14 days after the package travel contract is terminated.

SECTION 4 PERFORMANCE OF THE PACKAGE

Article 510

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

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

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

- a) is impossible; or
- b) entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected.

4. If the organiser does not remedy the lack of conformity citing paragraph 3(a) and (b), Article 511 shall apply.

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

6. Where a significant proportion of the travel services, including the traveller's return to the place of departure, cannot be provided as agreed in the package travel contract, the organiser shall offer, for the continuation of the package, suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract at no extra cost to the traveller. Where the proposed alternative arrangements result in a package of lower quality than that specified in the package travel contract, the organiser shall grant the traveller an appropriate price reduction.

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

8. Where a lack of conformity substantially affects the performance of the package and the organiser has failed to remedy it within a reasonable period set by the traveller, the traveller may terminate the package travel contract without paying a termination fee and, where appropriate, request, in accordance with Article 511, a price reduction and/or compensation for damages. If it is impossible to make alternative arrangements or the traveller rejects the proposed alternative arrangements in accordance with paragraph 7, the traveller is, where appropriate, entitled to a price reduction and/or compensation for damages in accordance with Article 511 without terminating the package travel contract. If the package includes the carriage of passengers, the organiser shall, in the cases referred to here, also provide repatriation of the traveller with equivalent transport, without undue

delay and at no extra cost to the traveller.

9. If it is impossible to ensure the traveller's return as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the organiser shall bear the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three nights per traveller.

10. Without prejudice to the previous paragraph, where longer periods are provided for in EU passenger rights legislation applicable to the relevant means of transport for the traveller's return, those periods shall apply.

11. The limitation of costs referred to in paragraph 9 shall not apply to persons with reduced mobility, as defined in 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 L 204, 26.7.2006, pp. 1-9), and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that the organiser has been notified of their particular needs at least 48 hours before the start of the package.

Article 511

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

2. The traveller shall be entitled to receive appropriate compensation from the organiser for any damage which the traveller sustains as a result of any lack of conformity, unless the organiser proves that the lack of conformity is attributable to:

a. the traveller;

b. a third party unconnected with the provision of the travel services included in the package travel contract, and is unforeseeable or unavoidable; or

c. unavoidable and extraordinary circumstances.

3. Compensation shall be made without undue delay.

4. Insofar as an international convention that is binding on the European Union limits the conditions under which compensation is to be paid by service providers carrying out a travel service which is part of a package, or the amount of such compensation, the same limitations shall also apply to the organiser. Insofar as an international convention that binds the Netherlands, but not the European Union, limits compensation to be paid by a service provider, those limits shall also apply to the compensation to be paid by the organiser.

5. Without prejudice to paragraph 4, the organiser may not exclude or limit his liability for damages if the damage:

a) comprises personal injury to the traveller; or

b) is due to intentional or negligent acts on the part of the organiser.

6. The organiser may limit his liability to at least three times the price of the package for damages other than referred to in paragraph 5.

7. The limitation period for submitting a compensation claim shall be two years.

8. Any right to compensation or price reduction under this Title shall not affect the rights of travellers under Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 (OJ L 46, 17.2.2004, p. 1), Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations (OJ L 315, 3.12.2007, p. 14-41), 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 L 131, 28.5.2009, p. 24–46), 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 L 334, 17.12.2010, p. 1–16), and Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004 (OJ L 55, 28.2.2011, p. 1–12) and international conventions.

9. The compensation or price reduction granted under this Title shall be offset against the compensation or price reduction granted under the Regulations and international conventions referred to in the previous paragraph.

Article 512

1. The traveller may address messages, requests or complaints in relation to the performance of the package directly to the retailer through which it was purchased. The retailer shall forward those messages, requests or complaints to the organiser without undue delay.

2. For the purposes of determining whether the messages, requests or complaints referred to in paragraph 1 are sent within the set time-limit or limitation period, receipt by the retailer shall be considered as receipt by the organiser.

3. Where the organiser is established outside the European Economic Area, the retailer established in a Member State shall be subject to the obligations laid down for organisers in Articles 510 to 513a, unless the retailer provides evidence that the organiser complies with those Articles.

Article 513

1. The organiser shall be obliged to provide assistance without undue delay to the traveller in difficulty, including in the circumstances referred to in Article 510(9), in particular by:

- a) providing reliable information on health services, local authorities and consular assistance;
- b) assisting the traveller to make distance communications and helping the traveller to find alternative travel arrangements.

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

SECTION 5 INSOLVENCY PROTECTION

Article 513a

1. The organiser shall take whatever measures are needed to ensure that if he is unable or no longer able to fulfil his obligations towards the traveller owing to financial insolvency, his obligations will either be assumed by someone else, or the price of the package - or part thereof, if some of the travel services have already been used - will be reimbursed. If the package travel contract includes the carriage of passengers, the measures shall provide for the travellers' repatriation.

2. The measures referred to in paragraph 1 shall cover in any event:
- a) reasonably foreseeable costs;
 - b) the amounts paid by or on behalf of travellers in respect of packages, taking into account the length of the period between down payments and final payments and the completion of the packages;
 - c) the estimated costs for repatriations in the event of the organiser's insolvency.

3. If the traveller has already arrived at the place of destination and the performance of the package is affected by the organiser's insolvency, the measures referred to in paragraph 1 shall give the traveller the right to repatriation free of charge and, if necessary, the financing of accommodation prior to repatriation.

4. The protection against the organiser's insolvency referred to in the previous paragraphs shall benefit travellers regardless of their place of residence, the place of departure or the place where the package is sold and irrespective of the Member State where the entity in charge of insolvency protection is located.

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

6. Paragraphs 1 to 5 shall apply *mutatis mutandis* to an organiser that is not established in the Netherlands and offers packages for sale in the Netherlands, or that directs such activities to the Netherlands.

SECTION 6 LINKED TRAVEL ARRANGEMENTS

Article 513b

1. The trader facilitating linked travel arrangements shall take whatever measures are needed to ensure that if he is unable or no longer able to provide the traveller with a travel service that forms part of a linked travel arrangement owing to financial insolvency, the price paid to him by the traveller for the travel service - or part thereof, if the travel service has already been partly used - will be reimbursed. If the trader facilitating linked travel arrangements is responsible for the carriage of passengers, the measures shall provide for the traveller's repatriation. Article 513a(2) to (6) shall apply *mutatis mutandis*.

2. Before the traveller is bound by any contract leading to the creation of a linked travel arrangement or any corresponding offer, the trader facilitating linked travel arrangements shall, also in cases where that trader is not established in an EU Member State but directs such activities to the Netherlands, state the following in a clear, comprehensible and prominent manner:

a) that the traveller will not benefit from any of the rights applying exclusively to packages under this Title and that each service provider will be solely responsible for the proper contractual performance of his own services;

b) that the traveller will benefit from insolvency protection in accordance with paragraph 1.

3. The trader facilitating linked travel arrangements shall provide the traveller with the information referred to in paragraph 2 by means of the relevant standard form set out in Annex II to Directive (EU) 2015/2302, or, where the particular type of linked travel arrangement is not covered by any of the forms set out in that Annex, provide the information contained therein.

4. Where the trader facilitating linked travel arrangements has not complied with the requirements set out in paragraphs 1 to 3, the rights and obligations laid down in Articles 506 and 509 to 513 shall apply in relation to the travel services included in the linked travel arrangement.

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

SECTION 7 FINAL PROVISIONS

Article 513c

In the case of booking errors which are attributable to the traveller or

which are caused by unavoidable and extraordinary circumstances, a trader may not exclude or limit his liability:

- a) for damage caused by errors due to technical defects in the booking system which are attributable to him;
- b) for damage caused by errors made during the booking process where the trader has agreed to arrange the booking of a package or of travel services which are part of a linked travel arrangement.

Article 513d

1. The traveller may not be put at a disadvantage by derogation from the provisions of this Title.

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

ARTICLE III

The Consumer Protection Enforcement Act is amended as follows:

A

The following paragraph is added to Article 2.3:

4. The Consumers and Markets Authority is designated as the central contact point referred to in Article 18(2) of Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11.12.2015, p. 1).

B

Article 8.7 now reads:

Article 8.7

A trader as referred to in Article 500(g) of Book 7 of the Civil Code shall respect the requirements under or pursuant to Articles 500 to 513d of Book 7 of the Civil Code.

The seventh line of point (a) of the Annex to the Act now reads:

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 L 326, 11.12.2015, p. 1). Article 8.7 of this Act

ARTICLE IV

The Transition Act to the new Civil Code is amended as follows: After

Article 225, a new Article 226 is inserted which reads as follows:

Article 226

The amendments made to Title 7A of Book 7 as a result of the Act implementing the Directive on package travel and linked travel arrangements shall not apply to travel contracts concluded before this Act's entry into force. Such travel contracts shall still be subject to Title 7A of Book 7 of the Civil Code which applied previously.

ARTICLE V

The version of the Consumer Protection Enforcement Act that was in force until the entry into force of this Act shall continue to apply to contracts concluded before this Act's entry into force.

ARTICLE VI

This Act shall enter into force on 1 July 2018. If the Bulletin of Acts and Decrees publishing this Act is issued after 30 June 2018, the Act will enter into force on the day following the date of publication of the Bulletin in which it is published.

ARTICLE VII

This Act shall be cited as: the Act implementing the Directive on package travel and linked travel arrangements.

We order and command that this Act be published in the Bulletin of Acts and Decrees, and that all ministers, authorities, bodies and officials whom it may concern diligently implement it.

Parliamentary document
34 688

Done at Wassenaar on 6 December 2017

Willem-Alexander

The Minister for Legal Protection,
S. Dekker

The State Secretary for Economic Affairs and Climate
Policy, M.C.G. Keijzer

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The Minister for Justice and Security,
F.B.J. Grapperhaus