



**REPUBLIC OF LITHUANIA**  
**LAW NO XIII-1448 AMENDING ARTICLE 6.228<sup>3</sup> AND SECTION THREE OF**  
**CHAPTER XXXV OF BOOK SIX OF THE CIVIL CODE AND THE ANNEX TO THE**  
**CODE**

30 June 2018  
Vilnius

**Article 1. Amendment of Article 6.228<sup>3</sup>**

Subparagraph 8 of Article 6.228<sup>3</sup>(2) is amended to read as follows:

‘8) package travel contracts (articles 6.747 to 6.755 of this Code), except the right to withdraw from an off-premises package travel contract referred to in Article 6.228<sup>10</sup>(1) with the exceptions provided for in Article 6.228<sup>10</sup>(2), and the provisions of Articles 6.228<sup>5</sup>(3), (5) and (6), 6.228<sup>6</sup>(1) and 6.228<sup>8</sup>(3) and (5) of this Code applicable to package travel contracts;’.

**Article 2. Amendment of Section Three, Chapter XXXV, Book Six of the Civil Code**

Section Three, Chapter XXXV, Book Six of the Civil Code is amended to read as follows:

**‘SECTION THREE**  
**PROVISION OF PACKAGE TRAVEL SERVICES**

**Article 6.747. Package travel contract**

1. Under a package travel contract, one party (the tour organiser) undertakes to organise, in return for payment, a package tour for the other party (the tourist), while the tourist undertakes to pay the tour organiser for the services provided. A package tour is also considered to be package tour when it is sold through separate contracts between the tourist and the tourist service provider(s) for the provision of tourist services.

2. The terms “travel retailer”, “tour organiser”, “package tour”, “tourist” and “tourist service provider” used in this section shall be understood as defined in the Lithuanian Law on tourism.

**Article 6.748. Provision of information and documentation before the package travel contract is concluded**

1. Before the package travel contract is concluded, the tour organiser must, when offering the services provided for sale, provide the tourist with clear, comprehensible and non-misleading information, in writing and on paper or another durable medium, concerning the following:

1) the main conditions of the package tour and/or the main characteristics of the services provided:

a) the travel destination(s), itinerary and periods of stay, with dates and, where an accommodation service is included, the number of nights included;

b) the means, characteristics and categories of transport, the points, dates and times of departure and return, the duration and places of intermediate stops and transport connections. Where the exact time is not yet determined, the tour organiser and the travel retailer shall inform the tourist of the approximate times of departure and return;

c) the location, the main features and, if established by the corresponding rules of the host state, information regarding the tourist category or class;

d) meals or catering services;

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

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

g) the language in which the services will be provided, where the tourist's benefit from those services depends on the information being provided orally;

h) whether the package tour is generally suitable for persons with reduced mobility and, upon the tourist's request, precise information on the suitability of the package tour in terms of the tourist's needs;

2) the tour organiser and/or travel retailer's particulars or contact details (first and family names of a natural person or name of a legal person, address, telephone number and, if available, e-mail address);

3) the total price of the package tour, including all taxes, all additional fees, charges and other costs or, where those costs cannot be reasonably calculated in advance of conclusion of the contract, information on the additional costs that the tourist may still have to bear;

4) the arrangements for payment of the package tour, including the amount to be paid as a down payment and the timetable for payment of the balance;

5) the minimum number of tourists required for the package tour to take place and the deadline given in Article 6.751(2) by which the tourist may terminate the contract if the minimum number of tourists for the package tour is not reached;

6) passport and visa requirements, including approximate periods for obtaining visas;

7) health formalities (information on the epidemiological status of communicable diseases in the destination countries, compulsory and recommended preventive measures, information on health insurance arrangements);

8) the tourist's right to terminate the package travel contract under the procedure laid down in Article 6.750 of this Code;

9) the tourist's right to withdraw from an off-premises package travel contract within 14 days under the procedure laid down in Article 6.228<sup>10</sup>(1);

10) optional or compulsory insurance to pay the cost of termination of the package travel contract by the tourist or the cost of assistance, including repatriation, in the event of accident, illness or death.

2. The tour organiser shall inform the tourist of any changes to the information referred to in the first paragraph of this Article in a clear, comprehensible and prominent manner as requested by the tourist. The tour organiser shall provide all this information on a durable medium before the package travel contract is concluded.

3. If the tour organiser does not provide the tourist with the information referred to in paragraph 1(3) of this Article before the package travel contract is concluded, the tourist shall not be required to pay the tour organiser's additional taxes, fees or other costs not included in the total price of the package tour.

4. In good time before the start of the package tour, the tour organiser shall provide the tourist with the necessary receipts, vouchers, 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. The documents referred to in this paragraph shall be provided to the tourist in the form agreed under the package travel contract referred to in Article 6.749 of this Code.

#### **Article 6.749. Conclusion and content of the package travel contract**

1. The package travel contract must be drafted in clear and comprehensible language. A written contract must be legible.

2. The tour organiser must include in the package travel contract the information set out in Article 6.748(1) of this Code and provide clear and comprehensible information on the following:

- 1) special requirements of the tourist which the tour organiser has accepted;
- 2) information stating that, pursuant to Article 6.754 of this Code, the tour organiser shall be responsible for providing all the services covered by the package travel contract and that the tour organiser must provide the tourist with any necessary assistance;
- 3) the name and contact details, including the address, of the insurance company with which suretyship insurance was taken out to safeguard fulfilment of obligations or the financial institution that provided the financial guarantee, and the contact details of the government-authorised body (address, telephone number, e-mail address);
- 4) the name, address, telephone number, e-mail address and, if available, the fax number of the tour organiser's local representative, a tour manager, a contact point or another service which enables the tourist to contact the tour organiser quickly and communicate with him/her efficiently, to request assistance when the tourist is in difficulty or to file a claim about the package travel contract being inadequately performed or not performed at all;
- 5) information stating that the tourist must inform the tour organiser without undue delay – through the contacts referred to in subparagraph 4 – of any instance observed by the tourist during the package of the package travel contract being inadequately performed or not performed at all package tour;
- 6) where minors, unaccompanied by a parent or another person, travel on the basis of a package travel contract which includes accommodation, information enabling direct contact with the minor or the person accompanying the minor at the minor's place of stay;
- 7) information on the tour organiser's in-house complaint handling procedures and on alternative dispute resolution methods applied to a concluded package travel contract and, where applicable, on the out-of-court consumer dispute resolution entity ruling on disputes concerning the performance of package travel contracts, and information on the online handling of complaints;
- 8) information on the tourist's right to transfer a package travel contract to another tourist in accordance with Article 6.753 of this Code.

3. The information referred to in paragraph 2 of this Article and in Article 6.748(1) shall be considered to be an integral part of the package travel contract. The information referred to in subparagraphs 1, 3, 4, 5 and 7 of Article 6.748(1) cannot be altered unless the parties to the package travel contract expressly agree otherwise.

4. The standard terms and conditions of the package travel contract shall be approved by the government-authorised body.

5. Once the package travel contract is concluded or without undue delay thereafter, the tour organiser shall provide the tourist with a copy or confirmation of the contract on a durable

medium. The tourist shall be entitled to request a paper copy if the package travel contract was concluded in the simultaneous physical presence of the parties.

6. With respect to off-premises package travel contracts, a copy or confirmation of the contract shall be provided to the tourist on paper or, if the tourist agrees, on another durable medium.

**Article 6.750. The tourist's right to terminate the package travel contract and to withdraw from the package travel contract**

1. The tourist shall have the right to terminate the package travel contract at any time prior to the start of the package tour.

2. If the tourist terminates the package travel contract, the tour organiser may require the tourist to pay a reasonable fee for terminating the package travel contract. Where the fee for terminating the package travel contract is laid down in the package travel contract, the amount of the fee shall depend on the time remaining until the start of the package tour, the expected cost savings and income that the tour organiser expects to make or would make after selling the package tour to someone else. In cases where the fee for terminating the package travel contract is not laid down in the package travel contract, the contract termination fee must correspond to the price of the package tour, minus the tour organiser's cost savings and income made after selling the package tour to someone else.

3. At the tourist's request, the tour organiser must provide a justification for the amount of the fee for terminating the package travel contract. In all cases the amount of the fee for terminating the package travel contract may not exceed the cost of the package tour set out in the package travel contract.

4. The tourist shall have the right to withdraw from the package travel contract without paying the termination fee referred to in paragraph 2 of this Article in the following cases:

1) if the tour organiser changes the conditions of the package travel contract before the start of the package tour, in the circumstances set out in Article 6.752(2) of this Code;

2) if the package travel contract can no longer be implemented because of shortcomings identified by the tourist and the tour organiser has failed to remedy the shortcomings within a reasonable period set by the tourist. In the cases referred to in Article 6.752<sup>1</sup>(3), the tourist may request a reduction in the price of the package tour or compensation for damages.

3) in the event of *force majeure* at the place of destination of the package tour or its immediate vicinity, which may make it impossible to go ahead with the package tour or to transport tourists to the place of destination of the package tour. In this case, the tourist shall be

entitled to request a refund for payments made for the package tour, but he shall not be entitled to additional compensation.

5. The tourist shall have a period of 14 days to withdraw from an off-premises package travel contract, without giving any reason, by notifying the tour organiser in accordance with the procedure provided for in Article 6.228<sup>10</sup>(6) and (7).

**Article 6.751. The tour organiser's right to terminate the package travel contract before the start of the package tour**

1. The tour organiser shall have the right to terminate the contract before the start of the package tour, refund the tourist for all payments made for the package tour and compensate the tourist for damages suffered.

2. If the number of persons enrolled for the package tour is smaller than the minimum number stated in the contract, the tour organiser shall have the right to terminate the package travel contract only if the tour organiser provided the tourist with information about the termination of the package travel contract for this reason on a durable medium no later than:

- 1) 20 days before the start of the package tour in the case of trips lasting more than 6 days;
- 2) 7 days before the start of the package tour in the case of trips lasting between 2 and 6 days;
- 3) 48 hours before the start of the package tour in the case of trips lasting less than 2 days.

3. The compensation provided for in paragraph 1 of this Article shall not be paid if:

- 1) the number of persons enrolled for the package tour is smaller than the minimum number stated in the contract and the tourist was informed in writing of the tour organiser's right to withdraw from the contract for this reason by the deadline established in paragraph 2 of this Article;
- 2) the tour organiser is unable to fulfil the package travel contract on the grounds of *force majeure* and informs the tourist of the termination of the contract without undue delay before the start of the package tour.

4. The tour organiser shall refund all payments made by or on behalf of the tourist for the package tour no later than 14 days after the contract is terminated.

**Article 6.752. Changes to the terms and conditions of the package travel contract before the start of the package tour**

1. The tour organiser shall not have the right to change the terms and conditions of the package travel contract unilaterally before the start of the package tour, other than the price of the package tour as provided for in Article 6.752<sup>1</sup> of this Code, unless all of the following conditions are met:

1) the package travel contract makes provision for such entitlement on the part of the tour organiser;

2) the changes to the package travel contract are not significant;

3) the tour organiser provided the tourist with information about the changes in the form requested, on a durable medium, in a clear and comprehensible manner.

2. The tourist shall have the right, if he so chooses, to accept the tour organiser's proposed changes to the conditions of the package travel contract or to terminate the contract without paying a termination fee, within a reasonable period set by the tourist, if at least one of the following conditions is met:

1) the tour organiser is constrained to alter significantly any of the main conditions and/or characteristics of the package tour services provided for in subparagraph 1 of Article 6.748(1) of this Code before the start of the package tour;

2) the tour organiser is unable to meet the tourist's special requirements set out in the package travel contract;

3) the tour organiser proposes to increase the price of the package tour by more than 8 % in accordance with Article 6.752<sup>1</sup> of this Code.

3. When the tourist has terminated the package travel contract under the conditions set out in paragraph 2 of this Article, the tour organiser may propose another equivalent or higher quality package tour.

4. If the changes to the package travel contract referred to in paragraph 2 of this Article or the package tour referred to in paragraph 3 of this Article result in a package tour of lower quality or cost, the tourist shall be entitled to request a partial refund of the payments made.

5. If the package travel contract is terminated in accordance with paragraph 2 of this Article and the tourist does not accept the proposed alternative package tour, the tour organiser must refund all payments made by or on behalf of the tourist without undue delay and no later than 14 days after the contract is terminated. The provisions of Article 6.252(1), subparagraphs 1 and 2 of Article 6.754<sup>1</sup>(1), Article 6.754<sup>1</sup>(2), and Article 6.755(1) and (2) of this Code, Article 11(1) of the Law on International Agreements and the Law on Tourism shall apply *mutatis*

*mutandis* to the terms and conditions of the travel package contract concerning the limitation period for introducing claims.

6. The tour organiser shall provide the tourist with information – without undue delay, on a durable medium and in a clear and comprehensible manner – regarding the following:

1) the proposed changes to the package travel contract referred to in paragraph 2 of this Article and, in the cases referred to in paragraph 5 of this Article, their impact on the price of the package tour;

2) the reasonable period within which the tourist must inform the tour organiser of his decision pursuant to paragraph 2 of this Article;

3) the consequence of the tourist's failure to respond within the period referred to in subparagraph 2 above;

4) the alternative package tour, if proposed, and its price.

#### **Article 6.752<sup>1</sup>. Alteration of the price of the package tour**

1. The tour organiser shall have the right to increase the price of the package tour after the package travel contract is concluded only if all of the following conditions are met:

1) the package travel contract states that the tour organiser may increase the price of the package tour;

2) it is clearly indicated in the package travel contract that the tourist is entitled to a price reduction once the savings referred to in paragraph 2 of this Article have been made, and the contract states how the price revision is to be calculated;

3) the tour organiser informs the tourist on a durable medium and in a clear and comprehensible manner of the price increase at least 20 days before the start of the package tour, indicating the reason for the price increase and how it was calculated.

2. The price increase of the package tour referred to in paragraph 1 of this Article shall be possible only if it is the direct consequence of changes in:

1) the price of the carriage of tourists resulting from the cost of fuel or other power sources;

2) the level of taxes or fees on the services included in the package travel contract imposed by third parties not directly involved in the performance of the package tour;

3) the exchange rates relevant to the package tour.

3. The tourist shall be entitled to a price reduction in the following cases:

1) the savings referred to in paragraph 2 of this Article have been made;

2) the inadequate performance of the package travel contract, unless the tour organiser can prove that this is the tourist's fault;



3) the proposed alternative package tour services result in a package tour of a lower quality than that specified in the package travel contract;

4) if, for justified reasons, the tour organiser is unable to propose alternative services or the tourist rejects them in accordance with Article 6.754(5) of this Code;

5) if the package travel contract can no longer be implemented because of shortcomings identified by the tourist and the tour organiser has not remedied the shortcomings within a reasonable period set by the tourist.

4. Once the price of the package tour has been reduced, the tour organiser shall have the right to deduct actual administrative expenses from the refund owed to the tourist and, at the tourist's request, shall provide justification for those administrative expenses.

5. If the price increase provided for in paragraph 1 of this Article exceeds 8 % of the price of the package tour, the tourist shall be entitled to terminate the package travel contract or choose an alternative package tour proposed by the tour organiser in accordance with Article 6.752 of this Code.

#### **Article 6.753. Transfer of the terms and conditions of the package travel contract**

1. The tourist shall be entitled to transfer his right to the package tour to another person, who will acquire all the tourist's rights and obligations under the package travel contract, if the tourist gives the tour organiser reasonable notice before the start of the package tour. In any event, the notice given by the tourist shall be considered to be reasonable if provided no later than seven days before the start of the package tour.

2. The tourist transferring the right to the package tour and the other person shall be jointly and severally liable for the payment to the tour organiser of the price of the trip and fees relating to the transfer of the right to the package tour.

3. The tour organiser shall inform the tourist who transfers his right to the package tour to another person about the actual costs of the transfer of the package travel contract and provide the tourist with supporting evidence. Those costs shall not be unreasonable and shall not exceed the actual cost incurred by the tour organiser due to the transfer of the package travel contract.

#### **Article 6.754. The tour organiser's responsibility for inadequate performance of the package travel contract**

1. The tour organiser must perform the package travel contract taking account of the legitimate expectations that the tourist may have in view of the nature of the package travel

contract and services provided, irrespective of whether those services have to be provided by that same tour organiser or by other tourism service providers.

2. If the services included in the package travel contract are not provided in accordance with the terms of the contract, the tour organiser must remedy the shortcomings identified by the tourist within a reasonable period set by the tourist, except in the cases provided for in paragraph 3 of this Article.

3. The tour organiser shall be entitled not to remedy the shortcomings referred to in paragraph 2 of this Article if it is impossible to do so or if it entails disproportionate costs, taking into account the extent of the shortcomings and the value of the services set out in the package travel contract that have been not been provided properly. If the tour organiser does not remedy the shortcomings on account of the reasons referred to in this paragraph, the provisions of Article 6.754<sup>1</sup> of this Code on compensation for damages shall apply.

4. If the tour organiser does not remedy the shortcomings within a reasonable period set by the tourist for reasons other than those referred to in paragraph 3 of this Article, the tourist may do so herself and request reimbursement of the necessary expenses. If the shortcomings need to be remedied immediately, the tourist need not set a deadline.

5. If the tour organiser cannot provide a significant proportion of the services as agreed in the package travel contract, the tour organiser shall offer, at no extra cost to the tourist, suitable alternative services of, where possible, equivalent or higher quality than those specified in the package travel contract, for the continuation of the package tour, including where the tourist's return to the place of departure is not provided as agreed. The tourist may reject the proposed alternative arrangements if they are not comparable to what was agreed in the package travel contract or if the price reduction granted is inadequate.

6. If the carriage of passengers is included in the package tour, in the cases referred to in paragraph 5 of this Article the tour organiser shall ensure that the tourist is returned to the place of departure or transported to another place agreed by the tourist, at no extra cost, and that the tourist is reimbursed for services not provided.

7. If, in the event of *force majeure*, the tour organiser is unable to ensure the tourist's return in accordance with the package travel contract, the tour organiser must bear the cost of the tourist's necessary accommodation, the category of which, where possible, shall be equivalent to that specified in the contract, for as long as the *force majeure* lasts, but not exceeding three nights per tourist, except where longer periods are provided for in other laws or European Union legislation.

8. The limitation of costs referred to in paragraph 7 of this Article shall not apply to persons with reduced mobility, as defined in point (a) of Article 2 of Regulation (EC)

No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air (OJ L 204, 2006, p. 1), or any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, if the tourist has notified the tour organiser of his particular needs at least 48 hours before the start of the package tour. In the cases referred to in this paragraph, the tour organiser cannot invoke *force majeure* to limit liability if the relevant transport provider may not rely on such circumstances under laws or EU legislation.

#### **Article 6.754<sup>1</sup>. Compensation for damages**

1. The tourist shall be entitled to claim compensation for material and non-material damages without unjustified delay in the following cases:

1) if the package travel contract can no longer be implemented because of shortcomings identified by the tourist and the tour organiser does not remedy the shortcomings within a reasonable period set by the tourist;

2) if, for justified reasons, the tour organiser is unable to propose alternative services or the tourist rejects them in accordance with Article 6.754(5) of this Code;

3) other situations set out in this Code.

2. The tour organiser shall not be responsible for inadequate performance of the package travel contract if the tour organiser can prove that the inadequate performance of the package travel contract is:

1) attributable to the tourist;

2) attributable to a third party unconnected with the provision of the services under the package travel contract and is unforeseeable or unavoidable;

3) attributable to *force majeure*.

#### **Article 6.755. The tourist's right to compensation for damages**

1. If the damages suffered by the tourist, excluding those arising from death or personal injury, as well as wilful damage or damages caused by major negligence, are caused by the provision of a service included in the package travel contract, but this service is not provided by the tour organiser himself, the tour organiser's responsibility for those damages may be limited to three times the price of the package tour.

2. The tourist's right to compensation for damages or his right to a price reduction shall not affect the rights of travellers under Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of

flights, and repealing Regulation (EEC) No 295/91 (OJ L 46, 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, 2007, p. 14), Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents (OJ L 131, 2009, p. 24), Regulation (EU) No 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No 2006/2004 (OJ L 334, 2010, p. 1), or 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, 2011, p. 1), or under international conventions.

3. In order to avoid compensation for damages being paid twice, the compensation for damages paid by the tour organiser pursuant to Article 6.754<sup>1</sup> of this Code or the price reduction granted to the tourist by the tour organiser pursuant to Article 6.752<sup>1</sup> of this Code and the compensation paid or price reduction granted to the tourist under the items of EU legislation and international conventions referred to in paragraph 2 of this Article shall be deducted from each other.'

### **Article 3. Amendment of the Annex to the Code**

Paragraph 7 is added to the Annex to the Code:

'7. 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, 2015, p. 1).'

### **Article 4. Entry into force, application and implementation**

1. This Law, with the exception of paragraph 3 of this Article, shall enter into force on 17 July 2018.

2. The provisions of this Law shall apply to contracts concluded after the entry into force of this Law.

3. The Ministry of the Economy of the Republic of Lithuania, the institution authorised by the Government of the Republic of Lithuania, shall adopt, within its remit, the legal acts implementing this Law by 16 July 2018.

**Article 5. Provision of information to the European Commission**

The Ministry of the Economy of the Republic of Lithuania shall provide the European Commission with the information referred to in Article 26 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, 2015, p. 1) on implementation of the said Directive in Lithuania.

*I hereby promulgate this Law, which has been adopted by the Seimas of the Republic of Lithuania.*

President of the Republic

Dalia Grybauskaitė