



Swedish Code of Statutes

The Package Travel Act

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The following is laid down by decision of the Riksdag^{1 2}

Chapter 1. Introductory provisions

Scope of the Act

Section 1. This Act applies to packages offered for sale or sold by traders and to linked travel arrangements facilitated by traders for travellers by means of agencies or otherwise.

The Act does not apply to packages and travel arrangements:

1. covering a period of less than 24 hours and not including overnight accommodation;
2. arranged occasionally and on a not-for-profit basis for a limited group of travellers;
3. purchased by a traveller who is a person acting for purposes relating to his trade, on the basis of a business travel arrangement.

Definitions

Section 2. ‘*Travel service*’ in this Act means:

1. carriage of passengers;
2. accommodation which is not intrinsically part of carriage of passengers and is not for residential purposes;
3. rental of cars or of motorbikes which require a category A driving licence; and
4. any other tourist service not intrinsically part of a travel service within the meaning of points 1–3.

Section 3. ‘*Package*’ in this Act means a combination of at least two different types of travel services for the purpose of the same trip, if:

1. those services are combined by one trader before a single contract on all services is concluded; or
2. the travel services are:
 - a) purchased from a single point of sale and those services have been selected before the traveller agrees to pay;
 - b) offered, sold or charged at an inclusive or total price;
 - c) advertised or sold under the term ‘package’ or under a similar term;

¹Govt. Bill 2017/18:225, Report 2017/18:CU29, Riksdag Communication 2017/18:373.

²See Directive (EU) No 2015/2302 of the European Parliament and of the Council of 25 November 2018 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, in its original wording.

d) combined after the conclusion of a contract by which a trader entitles the traveller to choose among a selection of different types of travel services; or

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

For a combination of one travel service as referred to in Section 2, points 1–3 and one or more tourist services as referred to in Section 2 point 4 to constitute as a package, the latter services must account for a significant proportion of the value of and otherwise represent an essential feature of the combination, and these travel services must be selected and purchased only after the performance of a travel service as referred to in Section 2, points 1–3 has begun.

Section 4. *'Linked travel arrangement'* in this Act means at least two different types of travel services, which, while not constituting a package, are purchased for the purpose of the same trip, resulting in the conclusion of separate contracts with one or more travel service providers, if a trader:

1. by means of an agency or by other means facilitates the separate selection and separate payment of each travel service by the traveller, on the occasion of a single visit or contact with his point of sale; or

2. in a targeted manner, by means of an agency or by other means, facilitates the purchase 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.

For a travel service as referred to in Section 2 points 1–3 and one or more travel services as referred to in Section 2, point 4 to constitute a linked travel arrangement, the latter services must account for a significant proportion of the combined value of the travel arrangement or otherwise represent an essential feature of the trip or holiday.

Section 5. For the purposes of this Act,

1. a *'traveller'* is any physical 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 Act;

2. a *'trader'* is a natural or legal person who makes a transaction for purposes connected with that person's own business activity;

3. an *'organiser'* is a trader who combines and sells or offers for sale packages, either directly or through a retailer, or the trader who transmits the traveller's data to another trader in accordance with Section 3(1) point 2(e);

4. a *'retailer'* means a trader other than the organiser who sells or offers for sale packages combined by an organiser.

Contract terms which differ from the Act

Section 6. Contract terms which are less advantageous for the traveller than those in this Act do not apply to him or her, unless otherwise laid down in the Act.

Chapter 2. The package travel contract and information about the package travel

Pre-contractual information

Section 1. Before the traveller is bound by a package travel contract, the organiser shall provide the traveller, to the extent relevant for the services offered, with the following information.

1. the trading name, telephone number, street address and e-mail address of the organiser;
2. the main characteristics of the travel services, namely:
 - a) the travel destination(s) and itinerary;
 - b) the means and standard of transport;
 - c) the location, type and standard of the accommodation, and other main features of it;
 - d) meals included;
 - e) visits, excursion(s) or other services included;
 - f) whether any of the package travel services will be provided to the traveller as part of a group, and if so, the approximate size of the group;
 - g) whether any particular language skills are required to benefit from any tourist services included;
 - h) whether the package trip is generally suitable for persons with reduced mobility, and, upon request, precise information on the suitability of the holiday for that particular traveller;
3. the total price of the package inclusive of taxes and 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 what additional costs may arise;
4. payment terms;
5. the minimum number of travellers required for the package to take place, and the time limit within which the traveller must be informed of the cancellation of the trip on that basis;
6. passport and visa requirements, including approximate times for obtaining visas;
7. health formalities of the country of destination;
8. the traveller's right to terminate the contract before the start of the package; if termination fees are payable for the termination of the contract, information to the traveller on these; and
9. information on optional or compulsory insurance cover.

Before a contract is concluded, the organiser must also inform the traveller of his or her rights and the travel guarantee applying to the package trip under the Travel Guarantee Act (2018:1218). This information is to be provided on a standard form adopted by the Government. If the contract is concluded by telephone, the organiser may provide the information orally.

Section 2. The information in Section 1 must be provided in a clear and comprehensible manner. It is to be prominent in relation to other information provided at the same time. Special consideration is to be taken of the needs of minors and other particularly vulnerable persons.

Pre-contractual information as contractual content

Section 3. The information set out in Section 1(1) points 2–5 and 8 shall form an integral part of the package travel contract, unless otherwise expressly agreed by the parties.

Package travel contracts concluded via a website

Section 4. Where a package travel contract was concluded via a website, the traveller is bound by an order which entails a payment obligation only if the obligation was made clear prior to the order and the traveller has expressly

consented to the obligation.

The traveller must be provided with a copy of or confirmation of the package travel contract

Section 5. On the conclusion of the package travel contract, the organiser shall without delay provide the traveller with a copy or confirmation of the contract in a document or in another legible durable medium which is accessible to the traveller.

The traveller is entitled to request a paper copy of the confirmation if the contract is concluded in the simultaneous physical presence of the parties.

If the contract is an off-premises contract pursuant to Chapter 1, Section 2 of the Distance and Off-Premises Contracts Act (2005:59), the copy or confirmation is to be supplied in a document or, if the traveller agrees, on another legible and durable medium which is accessible to the traveller.

Content of the package travel contract

Section 6. A package travel contract and the confirmation of such a contract must set out the full conditions agreed by the parties. The contract and confirmation must also contain the pre-contractual information set out in Section 1(1). The contract and confirmation shall also contain special requirements of the traveller which have been accepted by the organiser.

I The contract and the confirmation shall also contain information concerning:

1. the organiser's responsibility for the performance of the package travel contract;
2. the organiser's obligation to provide assistance;
3. the information that the traveller is required to communicate, without delay, any nonconformity in the performance of the contract (complaint), if he or she wishes to cite such a nonconformity;
4. information on how to contact the organiser, if the traveller wishes to request assistance or make a complaint;
5. who is responsible for the travel guarantee under the Travel Guarantee Act (2018:1218);
6. how a minor can be contacted, if the minor is travelling unaccompanied by a parent or another authorised person and the travel includes accommodation;
7. information on the organiser's complaint handling procedures and available alternative dispute resolution mechanisms;
8. information on the traveller's right to transfer the contract to another traveller in accordance with Chapter 3, Section 10. The contract and the confirmation are to be provided in a clear and comprehensible manner.

Travel documents and information about transport

Section 7. In good time before the start of the package, the organiser shall provide the traveller with tickets and other documents required by the traveller. If the trip includes passenger transport, the organiser must, within the same time period, inform the traveller of scheduled times of departure, check-in, intermediate stops during the trip, connections and arrival.

Package travel sold via a retailer

Section 8. If the package travel is sold via a retailer, the retailer is also responsible for providing the traveller with information pursuant to Sections 1 and 2 and for providing the traveller with a copy or confirmation of the contract pursuant to Sections 5 and 6. Prior to the conclusion of the package travel contract, the retailer must provide the information about itself as set out in Section 1(1) point 1.

Package trips bought through linked online booking processes

Section 9. In cases as referred to in Chapter 1, Section 3(1) point 2(e), the trader to which the traveller's data is transferred shall provide the traveller with the information set out in Section 1(1) in the manner laid down in Section 2, to the extent relevant for the travel services offered by it.

The trader to whom the data is transferred must inform the organiser of the contract leading to the creation of a package trip, and otherwise also provide the organiser with the information necessary for it to fulfil its obligations as an organiser.

As soon as the organiser has received information that a package trip has been created, the organiser must inform the traveller of the content of the package travel contract pursuant to Section 6 in a document or in another legible and durable medium that is accessible to the traveller.

Consequences of failure to provide information

Section 10. If, before a package travel contract is concluded, the traveller has not received information in the manner set out in Section 2 concerning additional fees, charges or other costs pursuant to Section 1(1) point 3, the traveller is not obliged to pay such costs.

Section 11. If the traveller has not received the information set out in Sections 1, 2, 5, 6, 7, 8 or 9(1) or 9(3), the provisions of the Marketing Act (2008:486) shall apply, with the exception of the provisions of Sections 29–36 on the market disruption charge. Such information must be considered significant pursuant to Section 10(3) of the Marketing Act.

Contract terms concerning additional charges and costs for telecommunication

Section 12. Contract terms which entail that a traveller who is not a consumer must pay more for a package trip than the price set out in the package travel contract shall not apply to the traveller unless he or she has expressly agreed to the terms.

An organiser may not apply contractual terms which entail that a traveller who is not a consumer is obliged to use a telephone number with a premium call rate in order to get in touch with the organiser by phone by reason of a package travel contract concluded by them.

Provisions concerning consumers are set out in Sections 3a and 13 of the Consumer Contracts Act (1994:1512).

Damages as a result of a booking error

Section 13. A traveller who books a package trip is entitled to compensation from an organiser, retailer or trader for the injury suffered by the traveller as a result of:

1. a technical defect in a booking system attributable to the organiser, retailer or trader; or
2. an error committed during a booking process which the organiser, retailer or trader has undertaken to make.

The traveller is not entitled to compensation if the error is attributable to the traveller or caused by unavoidable and extraordinary circumstances.

The compensation shall cover pecuniary loss and non-financial injury as a result of the error.

Chapter 3. Changes before the package travel starts

Traveller's right to terminate the contract

Section 1. The traveller is entitled to terminate the package travel contract before the start of the package. The traveller must in that case pay a termination fee if required by the organiser and if the right to charge such a fee is specified in the package travel contract. The organiser may not charge a fee, however, if the package is significantly affected by unavoidable and extraordinary circumstances at the destination or its immediate vicinity. The same applies if the carriage of the passengers to the destination is significantly affected by unavoidable and extraordinary circumstances.

The termination fee must be reasonable. If a pre-agreed termination fee is specified in the package contract, it is to be calculated based on the time when the termination was made and the expected cost savings and income from alternative deployment of the travel services. If no termination fee was agreed in the contract, it may correspond, at a maximum, to the price of the package minus the income arising from the organiser's being able to re-sell the trip, and the cost savings to the organiser as a result of the traveller's not having taken up the travel.

At the traveller's request, the organiser shall provide the traveller with a justification of the amount of the termination fee.

Changes to the agreed price

Section 2. The organiser may increase the agreed price of a package only if:

1. the price increase is a direct result of changes to:
 - a) fuel prices which affect the cost of passenger carriage,
 - b) costs to the organiser in the form of taxes or fees for travel services included in the package; or
 - c) exchange rates;
2. the package travel contract stipulates the possibility that the price may be increased, how the new price will be calculated and that the traveller is entitled to a price reduction pursuant to Section 3; and
3. the organiser informs the traveller of the price increase in a clear and comprehensible manner no later than 20 days before the start of the package.

The information in the third point of the first paragraph must contain a justification of the price increase and an account of how the new price has been calculated. The information must be provided in a document or in another legible and durable medium which is accessible to the traveller.

I Section 5(2) contains a provision concerning the traveller's right to withdraw from the package in the event of major price increases.

Section 3. If the package travel contract specifies that a price increase may take place, the traveller shall have the right to a price reduction corresponding to any decrease in the prices, taxes, fees or exchange rates referred to in Section 2(1) point 1 which occur before the start of the package travel and which lead to lower costs for the organiser.

Other changes to the package contract terms

Section 4. If the organiser of a package travel contract has reserved the right to make changes which do not apply to price, such changes may be made only if:

1. the changes are insignificant; and
2. the traveller is informed of the changes before the package travel starts in a clear, comprehensible manner in a document or in another legible and durable medium which is accessible to the traveller.

The traveller's right to withdraw from the package contract

Section 5. The traveller has the right to withdraw from the package contract if the organiser, before the start of the package, declares that the package travel will not be performed in accordance with the contract because the organiser:

1. has significantly altered one or more of the main characteristics of the travel services as referred to in Chapter 2, Section 1(1) point 2; or
2. cannot fulfil the special requirements of the traveller as set out in Chapter 2, Section 6(1) third sentence.

The traveller is also entitled to withdraw from the package contract if the organiser increases the price in accordance with Section 2 by an amount exceeding eight per cent (8 %) of the price of the package.

Section 6. If the organiser intends to terminate the contract or increase the price as set out in Section 5(1) and 5(2), the organiser must inform the traveller of this without undue delay. The information must be provided in a clear, comprehensible manner in a document or in another legible and durable medium which is accessible to the traveller. The information must also contain:

1. a reasonable deadline within which the traveller has the right to withdraw from the contract;
2. the consequences of the traveller's failure to withdraw within the given deadline;
3. whether the traveller will be offered a substitute package if he or she withdraws from the contract; and
4. whether the traveller is being offered a price reduction pursuant to Section 7(3) and what price reduction, in that case, is offered.

Section 7. The traveller must inform the organiser if he or she wishes to withdraw from the contract within the deadline set out in Section 6(1). A traveller who does not do so loses his or her right to withdraw from the contract.

If the traveller withdraws from the package contract and does not accept a substitute package pursuant to Section 6(3), he or she is entitled to compensation pursuant to Chapter 4, Sections 9–11.

If the traveller does not withdraw from the contract, he or she is entitled to a price reduction if the breach of contract leads to the package being of lower quality. The traveller is entitled to a price reduction also in cases where he or she accepts a substitute package which is of lower quality than the originally contracted package.

The organiser's right to cancel the package travel

Section 8. The organiser may cancel the package travel if fewer persons than the minimum number set out in the package contract have purchased the trip, and if the organiser, within the agreed timeframe, informs the traveller that the trip is cancelled. The trip may not be cancelled later than

1. 20 days before the start of the package, for trips lasting more than six days;
2. 7 days before the start of the package, for trips lasting between two and six days;
3. 48 hours before the start of the package, for trips lasting less than two days.

The organiser may also cancel the trip if it cannot be performed due to unavoidable and extraordinary circumstances. The organiser must without undue delay notify the traveller of the cancellation of the travel before the start of the package.

Refunds

Section 9. If the traveller terminates the package contract or the organiser cancels it, the organiser must refund any payments made by the traveller for the package without undue delay, and in any event no later than within 14 days. The same applies if the traveller withdraws from the package travel contract pursuant to Sections 5 and 6, and does not accept a substitute package pursuant to Section 6 point 3. In the event of termination, the organiser may deduct a termination fee from the amount to be refunded.

In the event of a price reduction pursuant to Section 3, the organiser may deduct administrative costs associated with the refund. At the traveller's request, the organiser shall provide the traveller with an account of the costs and how they have been calculated.

The traveller's right to transfer the package travel contract to another traveller

Section 10. The traveller may transfer the package travel contract to a person who satisfies all the contract conditions for participating in the trip after giving the organiser reasonable written notice of the transfer before the start of the package. Notice given at the latest seven days before the start of the package shall in any event be deemed to be reasonable.

The organiser may charge a fee for the transfer. The transfer fee may not exceed the actual cost incurred by the organiser due to the transfer, nor be unreasonable. The organiser shall provide the transferor with an account of the costs and how they have been calculated.

The transferor and transferee shall be jointly and severally liable for the payment of the transfer fee and any balance due for the package trip.

Chapter 4. Performance of the package

Responsibility for performance of the package

Section 1. The organiser is responsible towards the traveller for the performance of the package travel in accordance with the contract. This responsibility also applies to services to be performed by a party other than the organiser.

If the package was sold via a retailer who is established in a state in the European Economic Area (EEA) and the organiser is established in a non-EEA Member State, the retailer bears the same responsibility as the organiser, should the organiser fail in the performance of the package.

Complaints

Section 2. The traveller may cite a nonconformity in the package travel only if the traveller, without undue delay after having noticed the nonconformity, notifies the organiser of the nonconformity (complaint).

The first paragraph notwithstanding, the traveller is entitled to cite a nonconformity if the organiser or retailer has acted with gross negligence or in breach of good faith and honour.

The traveller's right to contact the retailer

Section 3. If the package has been sold via a retailer, the traveller may contact the retailer to make a complaint and address any other messages concerning the performance of the package. The retailer shall forward such messages to the organiser without undue delay.

Alternative arrangements and other remedies

Section 4. If the traveller cannot be returned to the place of departure in

accordance with the package travel contract or if, after the start of the package, a significant proportion of the travel services cannot be provided as agreed in the package travel contract, the organiser must offer suitable alternative arrangements at no extra cost to the traveller.

The alternative arrangements shall, where possible, be of equivalent or higher quality than the travel service which cannot be provided. Where the alternative arrangements proposed by the organiser are of lower quality, the organiser shall grant a price reduction in accordance with Section 7(1).

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

Section 5. If the traveller cannot be returned to the place of departure and this is due to unavoidable and extraordinary circumstances, the obligation for the organiser under Section 4 to bear the costs of accommodation shall be limited to three nights. This limit applies only on the condition that the circumstances can also be cited by the transport provider to restrict its liability under Union legislation applying to the transport. Where longer periods of accommodation than three nights are provided for in the Union legislation, the same period shall apply to the organiser's obligation pursuant to this Act.

The organiser's obligation to provide accommodation is not limited for a traveller with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors or persons in need of specific medical assistance, provided that the organiser was notified of the traveller's particular needs at least 48 hours before the start of the package.

Section 6. If there is any nonconformity in the package other than that referred to in Section 4, the organiser must remedy the nonconformity. If immediate remedy is not necessary, the organiser must remedy the nonconformity within a reasonable time period. If the traveller has set a time period for remedy of the nonconformity, it is to be respected if it is reasonable.

The organiser is not obliged to remedy the nonconformity if there are obstacles which the organiser cannot overcome and if the remedy entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected.

If the organiser is obliged to remedy the lack of conformity but does not do so, the traveller may do so him/herself and is entitled to the necessary expenses.

Price reduction and cancellation

Section 7. The traveller is entitled to a price reduction for nonconformity in the package travel, unless the nonconformity is attributable to the traveller.

As concerns nonconformities in the package travel other than those referred to in Section 4, the traveller may instead terminate the package travel contract, if the nonconformity is significant and:

1. remedy does not take place within the period set out in Section 6(1);
2. remedy is impossible for reasons set out in Section 6(2); or
3. the organiser declares that the nonconformity will not be remedied.

Early repatriation

Section 8. If the package contract includes the carriage of passengers and the traveller terminates the contract pursuant to Section 7(2), the organiser, without undue delay, shall offer the traveller equivalent transport at no extra cost back to the place of departure or another place agreed by the organiser and traveller. The same applies if the package contract includes the carriage of passengers and the traveller is not offered any alternative arrangements

pursuant to Section 4(1) or rejects an offer pursuant to Section 4(3).

Damages

Section 9. The traveller is entitled to compensation for any damage the traveller sustains as a result of any lack of conformity in the package, unless the nonconformity was attributable to the traveller or is unconnected with the performance of the package contract and the nonconformity could not be predicted or avoided. Nor is the traveller entitled to compensation if the nonconformity is attributable to unavoidable and extraordinary circumstances.

The compensation shall cover pecuniary loss and non-financial injury as a result of the error.

Section 10. Where the following Union legislation, international instruments and legislation limit a traveller's right to compensation for injury from a passenger carrier, the same restrictions shall apply concerning the traveller's right to compensation for damages from the organiser:

1. 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, in its original wording;

2. The 2002 Athens Convention relating to the Carriage of Passengers and their Luggage by Sea;

3. The Swedish Maritime Act (1994:1009)

4. Council Regulation (EC) No 2027/97 of 9 October 1997 on air carrier liability in the event of accidents, as amended by Regulation (EC) No 889/2002 of the European Parliament and of the Council;

5. The Swedish Carriage by Air Act (2010:510);

6. Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations, in its original wording; and

7. The Swedish Railway Transport Act (2018:181).

Section 11. If a traveller's right to compensation is not limited by Section 10, it may be limited in the package contract. Such a limit may not entail, however, that the traveller's right to compensation is less than three times the total price of the package. Nor may the limit apply to personal injury or damage caused intentionally or through negligence.

Assistance

Section 12. The organiser shall without undue delay provide assistance to a traveller in difficulty.

If the difficulty is caused intentionally by the traveller or through the traveller's negligence, the organiser shall be able to charge a fee for the assistance. The fee shall be reasonable and may not exceed the actual costs incurred by the organiser.

Redress

Section 13. In cases where an organiser or retailer pays compensation or otherwise compensates a traveller for nonconformity in a package, the organiser or retailer assumes the rights of the traveller to seek redress from any party that caused the nonconformity.

Chapter 5. Linked travel arrangements

Pre-contractual information

Section 1. Before a traveller is bound by a contract leading to the creation of a linked travel arrangement, a trader who, by means of an agency or other means, facilitates a linked travel arrangement shall inform the traveller that:

1. the traveller will not benefit from any of the rules applying to package travel;
2. that each travel service supplier is solely responsible for the performance of the travel services which the supplier must perform pursuant to each respective contract; and
3. the extent to which the trip will be covered by a travel guarantee pursuant to the Travel Guarantee Act (2018:1218), and who, in that case, is responsible for paying the compensation under the travel guarantee.

This information is to be provided on a standard form adopted by the Government. If there is no standard form, it is to be provided in a clear and comprehensible manner.

Information provided to a trader

Section 2. Where a linked travel arrangement is the result of the conclusion of a travel service contract, the trader which concludes the contract must provide information on the contract to the trader which facilitated the creation of the travel arrangement.

Consequences if the information is not provided or no guarantee has been provided under the Travel Guarantee Act

Section 3. If a trader which has facilitated the creation of a linked travel arrangement, by means of an agency or by other means, does not provide information pursuant to Section 1 or a guarantee pursuant to Section 5 of the Travel Guarantee Act (2018:1218), Chapter 3, Sections 1 and 8–10, as well as Chapter 4, Sections 1, 2 and 4–13 shall apply concerning the travel services which are part of the linked travel arrangement. What is laid down in these provisions concerning the package travel and the organiser shall apply instead to the linked travel arrangement and the trader which facilitated the creation of it.

Section 4. If the trader which facilitates the creation of a linked travel arrangement by means of an agency or by other means does not provide information pursuant to Section 1 of this Act, the Marketing Act (2008:486) shall apply, with the exception of the provisions in Sections 29–36 concerning the market disruption charge. Such information must be considered significant pursuant to Section 10(3) of the Marketing Act.

Damages as a result of booking errors

Section 5. A traveller who books a travel service which is part of a linked arrangement is entitled to compensation from a trader for the injury suffered by the traveller as a result of:

1. a technical defect in a booking system attributable to the trader; or
2. an error committed during a booking which the trader has undertaken to make. The traveller is not entitled to compensation if the error is attributable the traveller or to unavoidable and extraordinary circumstances.

The compensation shall cover pecuniary loss and non-financial injury as a result of the error.

Chapter 6. Supervision

Supervisory authority

Section 1. The Swedish Consumer Agency shall supervise compliance with this Act.

Exercise of supervision

Section 2. The trader shall provide the information on its operations which the Consumer Agency requests for its supervisory duties.

In the performance of its supervisory duties, the Consumer Agency is entitled to carry out inspections at a trader's premises and have access to the necessary documents.

If the trader does not provide the information or the documents, the Consumer Agency may order the trader to fulfil its obligation. Any such order may be accompanied by a conditional fine for non-compliance.

Appeal

Section 3. If the Consumer Agency, pursuant to Section 2(3), has ordered a trader to provide information or a document, an appeal against the order may be lodged with a general administrative court of appeal. Other decisions by the Consumer Agency pursuant to Section 2 are not subject to appeal.

Leave to appeal is required for appeals to the Administrative Court of Appeal.

1. This Act shall enter into force on 1 August 2018.
2. This Act repeals the Package Travel Act (1992:1672).
3. The repealed Act shall continue to apply to contracts concluded before entry into force.

On behalf of the Government

YLVA JOHANSSON

MORGAN JOHANSSON
(Ministry of Justice)