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Package Travel



SOMETIMES THINGS MAY NOT TURN OUT AS PLANNED WHILST ON HOLIDAY. THIS IS SURELY DISAPPOINTING ESPECIALLY WHEN A HOLIDAY WAS SO PERFECTLY DESCRIBED ON THE BROCHURE.

THE EUROPEAN PACKAGE TRAVEL DIRECTIVE AND THE MALTESE PACKAGE TRAVEL, PACKAGE HOLIDAYS AND PACKAGE TOURS REGULATIONS PROTECT CONSUMERS WHEN BOOKING A 'PACKAGE HOLIDAY'.

WHAT IS A PACKAGE?

Package travel is when there is a combination of at least two different types of travel services for the purpose of the same trip or holiday. Therefore a holiday is to be considered a 'package' if:

- it includes at least two of the following components: transport; accommodation; other tourist services that are not directly linked to transport or accommodation but account to a significant proportion of the package, such as excursions or other guided tours; and
- it has been pre-arranged to cover a period of more than 24 hours or includes an overnight accommodation.



THE BROCHURE AND INFORMATION REQUIREMENTS

Any brochure made available to the consumer by the travel operator must clearly include the following information:

- The price;
- Any tax or compulsory charge;
- The destination, the itinerary and the means of transport used;
- The type of accommodation;
- The meal plan;
- The passport and visa requirements;
- The health formalities;
- The timetable for payment;
- The deadline for informing the consumer in the event of cancellation.

The information contained in the brochure must not be misleading or deceptive and is binding on the travel organizer. If the consumer suffers any shortcomings due to any misleading information contained in the brochure, the organizer will be liable to pay compensation.

Prior to the conclusion of the contract the travel organiser is also required to provide the consumer in writing with the following information:

- general information on passport and visa requirements;
- information on the health formalities required for the journey and the stay.

In addition, in good time prior to the commencement of the journey, the travel organiser shall provide the consumer in writing with the following information:

- The times and places of intermediate stops and transport connections as well as the place to be occupied by the traveller;
- Details of the person to contact in case of difficulty;
- In the case of minors, information regarding direct contact to be made with the child or the person responsible at the place where he is to stay;
- Information regarding the optional conclusion of an insurance policy

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ADDITIONALLY, THE PRICES STATED IN THE CONTRACT CANNOT BE REVISED UNLESS THE CHANGES RELATE TO TRANSPORT COSTS, TAXES OR THE EXCHANGE RATE."

CAN THERE BE ANY CHANGES TO THE PACKAGE?

The travel organizer cannot make any changes to the agreement unless there is agreement between the parties. Additionally, the prices stated in the contract cannot be revised unless the changes relate to transport costs, taxes or the exchange rate. In such case the package agreement must describe clearly how the revised price is to be calculated. In any case, the stated price in the agreement cannot be increased during the twenty (20) days prior the departure.

Furthermore the consumer must be notified as soon as possible if the organizer changes a significant proportion of the package prior to the departure. In such case the consumer may either decide to withdraw from the agreement obtaining a full refund of the money paid or agree to the amended agreement. If the contract is cancelled by the organizer, the consumer shall be entitled for either:

- A replacement package of equivalent or superior quality;
- A lower grade package with a refund of the difference in price between the two packages;
- A full refund.



NEW DEVELOPMENTS FOR 'PACKAGE TRAVEL'

New rules have been adopted at European level in order to extend the protection afforded to 'packages' to new forms of package travel agreements. The Package Travel Directive has been revised in order to:

- Broaden the definition of the concept of 'package' – it will now include customised combination of travel arrangements put together by the consumer but bought from the same business whether online or offline as well as pre-arranged packages from a tour operator;
- Provide for clearer information on the sort of travel product they are buying and the level of protection tied up to that product;
- Introduce the new concept of 'linked travel arrangements' - where the consumer after having booked one travel service from a website is invited to another link to book another service such as hotel or car hire, provided that the second booking is made within 24 hours of the original booking.

WHAT ARE THE MAIN CHANGES THAT THE NEW DIRECTIVE WILL BRING ABOUT?

Information

All the information related to the package must be provided to the consumer in a clear and comprehensive manner before the conclusion of the contract. In particular information about prices and any other possible additional charges must be made clear in advance. Furthermore clear information is to be given about whether the service offered is a package and what protection is included.

Price

It must be ensured that after the conclusion of the package travel agreement, prices may be increased only if the agreement provides for that possibility. Additionally, the new rules provides for an 8% cap on price increase, and where the price increase exceeds 8% the consumer may cancel their holiday free of charge. Any reductions in price must be passed on to the consumer.

Cancellation Rights

Greater cancellation rights are foreseen in that the traveller shall have the right to terminate the package travel contract before the departure date at no cost in the event of unavoidable and extraordinary circumstances. Additionally, package travellers may also cancel the agreement for any reason by paying an appropriate and justifiable termination fee to the organiser.

Liability and Assistance

The travel organiser will be liable for the correct performance of all services in the package and the organiser will be required to provide assistance to travellers in difficulty for instance by providing information on health services and consular assistance.

Insolvency Protection

Package travel organisers must ensure that the traveller is repatriated home if the organiser of the trip goes bankrupt. Thus it must be ensured that the organisers take out insolvency protection in order to ensure that repatriation schemes and refund mechanisms are effective.

N.B. These new rules are not yet in force.



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