



During the COVID-19 our Network experienced a significant increase in complaints related to cancelled flights and travel accommodation. Now that the airport reopened to various destinations, in this edition we would like to give you more information about the extra protection that the consumers have when booking their holiday through a package compared to individual booking. As we did in the first edition of this newsletter, we will also mention the 15th-anniversary campaign on social media through June and July, which raised awareness on safer streaming and air passenger rights.

What is **PACKAGE TRAVEL**?

Package travel is when there is a combination of at least two different types of travel services. Travel service includes carriage of persons, accommodation, car rental or motorcycles; and any other touristic service that account to a significant proportion of the value of the package such as excursions or guided tours. The second important requirement is that these services are sold at an inclusive or total price and are purchased from the same trader irrespective of whether these services are on a single or separate contract. However, when separate contracts are concluded with different individual service providers, those services should be:

- Advertised or sold under the term 'package' or a similar term;
- Combined after the conclusion of a contract by which a trader entitles the consumer to choose among a selection of different types of travel services.

It is important to note that when deciding to purchase travel services online, one must make sure that the travel organiser forwarded the name, payment details and email address to the other trader or traders and that all contracts are concluded within 24 hours after the booking confirmation of the first travel service.





Pre-contractual Information

Any brochure available to the consumer by the travel operator must clearly and precisely indicate the following information:

- The main characteristics of the travel services such as; the travel destination(s), itinerary and accommodation; means, characteristics and categories of transport; meal plan; excursion(s) and visits included in the price; the size of the group of the particular travel service offered; the language in which the travel service is to be conducted; and if the trip is suitable for persons with reduced mobility;
- The trading name and geographical address, telephone number and email address where applicable;
- The total price of the package inclusive of taxes;
- The arrangements for payment;
- The minimum number of persons required for the package to take place and the deadline to inform you that the package is cancelled;

- Passport and visa requirements;
- Termination of the contract including termination fees where applicable;
- Insurance policy.

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

Can there be changes to the package?

An important right given is the possibility of **transferring** the package travel to another person, provided that the travel organiser is informed on a durable medium at least seven days before the start of the package. The consumer will be jointly liable with the other person for any additional fees, charges or other costs arising from the request of such transfers. Nonetheless, those costs shall be reasonable, and the organiser must provide the necessary documents to prove the additional costs.

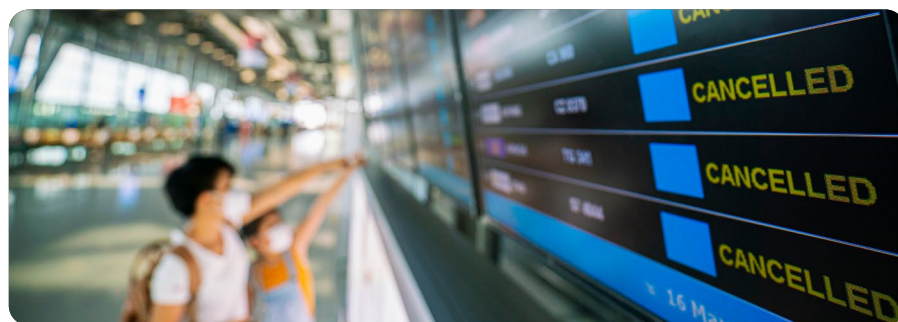
Price increases are only possible in situations such as currency fluctuations,

variations in the cost of fuel, changes in government tax or duty. The travel organiser shall justify a durable medium that there is an increase in the price not later than 20 days before the start of the package, which rises in the price cannot exceed 8% of the total price.

The travel organiser is not allowed to change **the terms** unless this right is reserved in the contract, the change is insignificant, or if the consumer is informed about the change. If the travel organiser is forced to change significantly any of the main characteristics of the package, one may either accept the proposed change or terminate the contract without paying a termination fee. Furthermore, one may choose a substitute package offered by the travel organiser of the same or higher value. If the package is of a lower quality or cost, consumers are entitled to an appropriate price reduction. However, once the contract is terminated and a substitute package is not accepted, consumers are not entitled to a full refund within 14 days from the termination of the contract.

Cancellation Rights?

A question that is commonly asked, especially during this extraordinary period is whether one has the right to terminate package travel? This is an additional right offered to the consumers who opt to purchase their holiday through package travel. One may also decide to terminate the package travel subject to an appropriate and justifiable fee payable to the travel organiser. If the fee is not included in the contract the consumer may ask for a justification of the amount to be paid. It is important to note that



one has the right to cancel the package without paying any termination fee in the event of unavoidable and extraordinary circumstances such as national disasters, war, terrorism, disease, or serious

conditions at the destination, which will affect the performance of the package or the passengers. Once the package is cancelled, the travel organiser shall refund the consumer in full.

Liability and Assistance

The travel organiser is responsible for the performance of all the travel services included in the package and to remedy any lack of conformity highlighted. If the organiser fails to remedy the situation, you may do so yourself as a consumer and request reimbursement of the necessary expenses. Furthermore, one is also entitled to an appropriate price reduction for any period during which there was a lack of conformity without undue delay unless the travel organiser proves that the lack of conformity is attributable to the consumer. The travel organiser is also liable to assist consumers who are in difficulty by providing appropriate information related to health services, local authorities and consular assistance. Moreover, travel organisers are expected to assist in finding alternative travel arrangements.

Compensation

If the package is cancelled, additional compensation is not allowed in two scenarios:

- If the number of consumers buying the package is smaller than the minimum number and the travel organiser notifies

the consumer within the period fixed in the contract, but not later than;

- 20 days if the trip is for more than 6 days;
- 7 days if the trip is between 2-6 days;
- 48 hours before the start of the package if the trip is less than 2 days.

- Due to unavoidable and extraordinary circumstances

What is not covered by the package travel?

Directive 2015/2302 clearly states what should not be considered as package travel in three scenarios:

- If the package is for a period, less than 24 hours and does not include at least an overnight stay;

- If the package is offered occasionally, on a not-for-profit basis and to a limited group of travellers;
- If the package is purchased for business travel purposes related to the trade, business, craft or profession.

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Insolvency Protection: Package travel organisers must ensure that consumers are repatriated home if the organiser of the package goes bankrupt. Thus, it must be ensured that the organisers take out insolvency protection to ensure that repatriation schemes and refundable mechanisms are effective.





ECC-Net



15 Years Anniversary Campaign

During this edition, we will continue to inform our readers about another two topics that were chosen for June and July as part of the 15th ECC-Net anniversary. The topics chosen were safe streaming and air passenger rights. The material for these campaigns was provided by ECC Austria and ECC Cyprus respectively.



Safer Streaming

As ECC-Net we felt that specifically during this period we had to alert people to make them more aware when streaming online. The convenience of viewing your favourite programme at your own leisure on any device makes video streaming services the new standard for modern consumers. In the last years, streaming technology has changed the media landscape fundamentally by successfully merging the online and television worlds. With this profitability, many streaming companies can spend more than the classic film industry to produce exclusive TV series and films, growing their audience even more. Today's majority of the global internet is consumed by streaming especially during this extraordinary period. Legitimate streaming sites are financed by advertising, rental and subscription models. Illegal deviations of this business have grown into a constant threat and increasingly replace older kinds of piracy. Another issue is scam sites just pretending to offer subscription or content. A common trick of scammers is to present an unsuspecting front page with pictures or trailers of tempting media content accessible in a short trial period. Once consumers have registered they will discover that they cannot access the promised content. Since they would not have paid anything, they might think that there is no damage done and are likely to be ignored. A couple of days later an invoice demanding

several hundred of euros for a yearly subscription will reach the consumer, stating that the free trial transforms into a yearly subscription automatically after the testing period of a few days, is over.

- Do not pay anything! Often scammer invoices are worded aggressively, by a self-proclaimed lawyer to a payment collection agency. Do not get intimidated!
- Report your experience to the police and internet blacklisting service so others can be warned.
- If you are unsure if the claims are legitimate or the site you just subscribed to is a scam, contact us for advice.

Air Passenger Rights

This campaign was launched in July coincidentally with the reopening of many airports across Europe. During

this period, we received a large number of complaints related to air passenger rights due to the coronavirus as many flights were cancelled. The aim after this is to highlight the consumer rights when a flight is cancelled, delayed or a luggage is lost. Not all passengers are aware that if the cancellation is not due to an extraordinary circumstance, then the passenger is entitled to an additional compensation between 250 and 600 euro. This entitlement is due if the passenger is not informed 14 days before. You can find more information about air passenger rights on our website:

<http://eccnetmalta.gov.mt/consumer-information/travel-and-transport/air-passenger-rights/>



European Consumer Centre Malta

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