

Package Travel Act

(1079/1994; *valmismatkalaki, amendments up to 938/2008 included*)

Chapter 1 — General provisions

Section 1 — *Scope of application*

This Act applies to the marketing of package travel and to package travel contracts, where:

- (1) the travel is offered, other than occasionally, by a business organising or retailing travel services for payment; and
- (2) the travel covers a period of more than twenty-four hours or includes overnight accommodation.

Section 2 — *Package* (938/2008)

- (1) For the purposes of this Act, *package* means a combination of pre-arranged services offered for an inclusive price, entailing at least:
 - (1) transport and accommodation; or
 - (2) transport or accommodation, together with some additional travel service essential to the package as a whole; services ancillary to transport or accommodation, such as meals, entertainment or conference facilities, or other comparable services with only an incidental effect on the content or price of the package, do not constitute an additional service as referred to in this subparagraph.
- (2) A combination referred to in paragraph (1) shall be deemed pre-arranged, if the business designs and compiles the combination before the contract is concluded on its own initiative or on the initiative of a traveller or a group of travellers in accordance with their wishes. The combination shall not be deemed pre-arranged, if the traveller or the group of travellers self designs and compiles the combination on the basis of elements available separately. Such a combination does not constitute a package, even if the combination is compiled with reference to alternatives presented by the business or to reservation systems offered by it.
- (3) A combination referred to in paragraph (1) shall be deemed to be offered for an inclusive price even if the elements of the combination are priced or invoiced separately, provided that the elements are not separately available at the same price as they are in combination.
- (4) Also family accommodation shall be deemed accommodation as referred to in paragraph (1). Accommodation linked to transport and offered in the means of transport shall not be deemed accommodation.

Section 3 — *Other definitions* (938/2008)

- (1) For the purposes of this Act, *organiser* means a person who designs and provides packages and offers them for sale either directly or indirectly by means of some other business, or who on his own account offers packages organised by someone else.
- (2) For the purposes of this Act, *retailer* means a person who offers package travel contracts on the account of the organiser.
- (3) For the purposes of this Act, *traveller* means a person who has concluded a package travel contract with an organiser or a retailer, or who has the right to participate in package travel on the basis of a contract concluded by another person or corporation with the organiser or retailer.

Section 4 — *Mandatory provisions*

A contract term that derogates from the provisions of this Act to the detriment of the traveller shall be null and void, in so far as not otherwise provided below.

Section 5 — *Retailer's responsibilities (938/2008)*

- (1) A retailer is responsible for the information given to travellers and for the fulfilment of contractual obligations in the same manner as the organiser. However, no responsibility arises if the retailer is operating on the account of an organiser established in Finland, and if the traveller is at the time of contracting aware of this situation and of its effects on his rights. (938/2008)
- (2) Where the traveller is under this Act to notify the organiser of some circumstance, the notification may be given also to the retailer.

Chapter 2 — **Information to be provided in marketing and the conclusion and alteration of contracts**

Section 6 — *Brochure (938/2008)*

If a package travel brochure is made available to travellers, the brochure shall indicate its period of validity, the name and contact details of the organiser and the following information concerning the travel:

- (1) price, the services included in the price, the possible surcharges, and the terms of payment;
- (2) the destination, or the stops and itinerary of a tour;
- (3) the duration in days or weeks and, for tours, also the duration of stays at the various stops;
- (4) the dates and locations of departure and return;
- (5) the means of transport, the method of transport, such as scheduled or chartered transport, category of travel, and tentative travel schedule;
- (6) the type and location of the accommodation, its category according to the rules of the destination country or other information on the degree of comfort, and other main features, such as the services available and the type or standard of the room or suite;
- (7) general information on the travel documentation required of citizens of member states of the European Economic Area and on the time normally needed for obtaining the same, as well as on the health requirements concerning the travel and the stay at the destination;
- (8) the necessity to take out voluntary travel insurance for coverage of personal injury and property damage and for the costs of cancellation;
- (9) whether a minimum number of travellers is needed for the travel to take place, and the time when the notification of cancellation for lack of interest will at the latest be given;
- (10) whether the organiser or the retailer has posted the security referred to in section 9 of the Act on Package Travel Companies (939/2008; *laki valmismatkaliikkeistä*), which national law governs the said security, and whether the security covers the travel that is being offered.

Section 6a — *Contract terms (938/2008)*

- (1) The terms of the travel contract shall be included in the brochure or kept otherwise available to the traveller in writing or in electronic format so that the traveller can record and reproduce them without alterations. In this event, the brochure shall contain a reference to the contract terms and indicate where

they are held available or, if the terms have been published in some other brochure issued by the organiser, where they have been so published.

- (2) The traveller's rights and duties under sections 10, 15, and 18 shall be mentioned in the contract terms. In addition, the terms shall indicate what, under the law or the contract terms, constitutes the conclusion of a contract binding on the traveller.

Section 6b — *Binding effect of advance information and contract terms* (938/2008)

The contract terms and other information supplied in the brochure or otherwise in advance in writing or electronic format shall be binding on the organiser. However, the terms and other information may be changed, if the organiser has expressly reserved the right to make changes and clearly notified the traveller of the change before the conclusion of the contract, or if the change has been later agreed on.

Section 7 — *Provision of information before the conclusion of the contract* (938/2008)

- (1) The organiser shall see to it that the traveller receives the information referred to in section 6 and the contract terms referred to in section 6a before the conclusion of the contract. The contract terms and the information referred to in section 6(10) shall be provided in writing or in a permanent electronic format as referred to in section 6a(1).
- (2) If the contract is concluded just before the travel and the provision of the contract terms in writing or in permanent electronic format would for this reason be unduly inconvenient, information on the contract terms may be provided to the traveller also by some other suitable means.

Section 8 — *Other information to be provided before the travel* (938/2008)

- (1) Well in advance of the travel, the organiser shall provide the traveller with information on the travel connections, with schedules, as well as mention the traveller's possible responsibility to verify the details of the return transport at the destination. Other information necessary for the traveller shall also be provided, such as instructions in case of illness, accident or another similar event.
- (2) If the organiser has no on-site staff at the destination for the provision of assistance to the traveller under section 16, the organiser shall provide to the traveller with information on the name and contact details of the local representative of the organiser or retailer, or corresponding information on local operators whom the traveller can contact if necessary. In the absence of such representatives or operators, the traveller shall be notified of how to contact the organiser or retailer if necessary.
- (3) If an unaccompanied minor participates in the travel, the organiser shall provide the custodians with information on how to take direct contact with the minor or the person responsible for the minor at the destination.
- (4) The organiser shall notify the traveller of the possible special risks connected to the travel and mention also the traveller's own responsibility for his or her safety, the necessity of insurance and the fact that, abroad, personal safety is primarily the responsibility of the local authorities.

Section 9 — *Conclusion of a contract on package travel abroad*

If a travel reservation pertains to package travel abroad, as offered to the public, a contract binding on the traveller is concluded only after the traveller pays the price or the part of the price stipulated by the organiser. If the price or the stipulated part has not been paid by the deadline set by the organiser, the reservation shall lapse. However, the provision in this section does not

apply in so far as it has been specifically otherwise agreed in writing about the conclusion of the contract.

Section 10 — *Assignment of the travel contract*

- (1) The traveller has the right to assign his or her rights under the contract to a person who meets the criteria possibly set for participation in the travel. The organiser shall be notified of the assignment no later than 48 hours before the commencement of the travel.
- (2) The organiser has the right to collect a reasonable surcharge for the necessary measures arising from the assignment. The assignor and the assignee shall be jointly and severally liable to the organiser for the price of the travel and the possible surcharge.

Section 11 — *Organiser's right to cancel for lack of interest*

- (1) The organiser has the right to cancel the travel for lack of interest only in the event that the organiser has in the brochure or in the contract terms noted that the realisation of the travel depends on the number of participants. In addition, the organiser shall mention the date by which the notice of cancellation will at the latest be given.
- (2) After cancellation, the organiser shall without delay refund the payments that the traveller has made, unless the traveller is provided with substitute travel, as referred to in section 13. In addition, the organiser shall reimburse the traveller for the direct costs of departure that have been lost owing to the cancellation.

Section 12 — *Organiser's right to cancel and to change the travel arrangements for reason of force majeure*

- (1) The organiser has the right to cancel the travel, if the chances of the organiser to realise the travel in accordance with the contract have been essentially compromised after the conclusion of the contract, owing to military action, a natural disaster, a strike or a comparable situation at or near the destination, or if the travel for some other unexpected reason cannot be realised without putting the life or health of the traveller at jeopardy.
- (2) Notice of the cancellation shall be given to the traveller as soon as possible. The organiser shall without delay refund the payments already made by the traveller, unless the traveller is provided with substitute travel, as referred to in section 13.
- (3) If a situation referred to in paragraph (1) arises during the travel, the organiser has the right to interrupt the travel and make other unavoidable changes to the itinerary. The organiser shall without delay after the travel refund to the traveller the part of the price corresponding to the services forgone.

Section 13 — *Substitute travel in the event of cancellation*

- (1) If the organiser cancels the travel, the traveller has the right to require a new, corresponding travel at the price paid for the original travel. However, the organiser has the right to refuse to organise substitute travel, if this would give rise to unreasonable costs or unreasonable inconvenience.
- (2) If the organiser and the traveller agree on substitute travel whose price is lower than that of the original travel or which does not include the same services as the original travel, the price differential or the part of the price corresponding to the services forgone shall be refunded to the traveller.

Section 14 — *Price changes*

- (1) The organiser may in the contract terms reserve the right to increase the price of the travel after the conclusion of the contract, if the organiser at the same

time undertakes to lower the price for a corresponding reason. A price increase may only be based on:

- (1) changes in the taxes and other public charges affecting the price of travel;
 - (2) exchange rate movements affecting the cost of travel; or (850/1998)
 - (3) a change in the cost of transport, in so far as this has been beyond the control of the organiser and in so far as the organiser has not been able to anticipate the change when concluding the contract.
- (2) The price increase shall not surpass the cost increase. The price shall be lowered at least by the amount of the cost decrease. The organiser shall inform the traveller of the new price as soon as possible.
 - (3) The price shall not be increased during the 20 days preceding the travel. During the same period, the organiser shall likewise not be obliged to lower the price.

Section 15 — *Right of the traveller to withdraw from the contract* (938/2008)

- (1) The traveller has the right to withdraw the contract, if:
 - (1) the traveller has justifiable reason to believe that the travel cannot be realised as agreed owing to a situation referred to in section 12(1) or without putting the traveller's life or health in jeopardy;
 - (2) the organiser has essentially increased the price of the travel in accordance with section 14 or made other essential changes in the contract in accordance with a contract term; or
 - (3) the traveller is precluded from participating in the travel owing to an unexpected and serious event affecting the traveller and there is therefore a weighty reason for cancelling the contract.
- (2) The right of the traveller to withdraw from the contract in accordance with paragraph (1)(3) may be restricted in the contract terms, if the costs of withdrawal would be entirely or largely borne by the organiser as the travel cannot be resold to someone else owing to its customisation, special characteristics or some other similarly important reason.
- (3) The withdrawal shall be notified to the organiser without delay and, if it is based on paragraph (1)(3), also credible evidence of the event precluding the travel shall be supplied. The organiser shall without delay refund the payments made by the traveller. If the withdrawal from the contract occurs in accordance with paragraph (1)(3), the organiser may collect a reasonable fee for the necessary measures arising from the withdrawal.
- (4) If the traveller dies before the travel, the right of the heirs to withdraw from the contract shall be governed by the provisions in paragraph (1)(3) and paragraphs (2) and (3).

Chapter 3 — **Duties of the organiser and consequences of a breach of contract by the organiser**

Section 16 — *Duty to provide assistance*

- (1) If the traveller falls ill, has an accident, becomes a crime victim or sustains some other loss or injury during the travel, the organiser shall assist the traveller in the procurement of medical care or repatriation, the clarification of the offence, loss or injury and the other necessary measures.
- (2) If a situation referred to in section 12(1) occurs during the travel, the organiser shall assist the traveller in like manner and take action, in so far as possible, to limit the loss or inconvenience suffered by the traveller.

Section 17 — *Fault in the performance of the organiser*

- (1) There is a fault in the performance of the organiser, if:
 - (1) in terms of services or other arrangements, the travel does not correspond to what can be deemed to have been agreed on;
 - (2) the organiser has failed to supply to the traveller information referred to in section 6, 7 or 8 and this failure can be deemed to have affected the traveller's decision to travel; or
 - (3) the organiser has failed to comply with the duty to provide assistance, as referred to in section 16.
- (2) However, minor changes or defects in the travel arrangements which it is reasonable for the traveller to be prepared for on the basis of the destination or the nature of the travel shall not be deemed to be faults.

Section 18 — *Complaint*

- (1) The traveller does not have the right to invoke a fault, unless he or she files a complaint regarding the same with the organiser without undue delay after the traveller has become aware or ought to have become aware of the fault. If there is no representative of the organiser at the destination, the complaint may be filed with a business whose services the organiser has retained and in whose performance the fault arises. (938/2008)
- (2) Notwithstanding the provision in paragraph (1), the traveller has the right to invoke a fault where the organiser or the other business whose services the organiser has retained for purposes of meeting the organiser's contractual obligations has acted in a grossly negligent manner or in a manner incompatible with honour and good faith.

Section 19 — *Rectification of faults*

- (1) The organiser shall rectify a fault without delay and at the organiser's own expense. However, the organiser may refuse to rectify the fault, if this would give rise to unreasonable costs or unreasonable inconvenience.
- (2) If the organiser offers to rectify a fault as referred to in paragraph (1), but such rectification would cause essential inconvenience to the traveller, the traveller may refuse the rectification.

Section 20 — *Price reduction*

If the fault has not been rectified without delay and at the expense of the organiser, or if the fault cannot be rectified, the traveller shall be entitled to a price reduction in proportion of the gravity of the fault.

Section 21 — *Termination of the contract*

- (1) The traveller has the right to terminate the contract before the travel, if the organiser changes the terms, schedule or other travel arrangements in an essential manner or if the traveller has otherwise a weighty reason to believe that there will be an essential fault in the performance of the organiser.
- (2) The traveller has the right to terminate the contract during or after the travel, if the realisation of the travel proves to be so gravely faulted that the travel does not correspond to its original purpose. If the traveller has incurred some benefit from the performance of the organiser, the traveller shall compensate the organiser at an amount in proportion to the benefit incurred by the traveller.
- (3) If the traveller terminates the contract during travel, the organiser shall, if necessary, arrange for the return travel of the traveller at the organiser's expense. The return travel shall be arranged by an equivalent means of transport and to the place of departure or to some other agreed return-point.

Section 22 — *Substitute travel as an alternative to termination*

If the traveller has the right to terminate the contract, the traveller may alternatively require that the organiser provide comparable substitute travel at the price paid for the original travel. However, if the traveller has terminated the contract during or after travel, the organiser has the right to subtract from the price of the substitute travel the compensation referred to in section 21(2). In other respects, the provisions in section 13 shall be complied with.

Section 23 — *Damages*

- (1) The traveller shall be entitled to damages for personal injury, property damage and pecuniary loss arising from a fault in the performance of the organiser, where the fault, injury, damage or loss ensues from the negligence of the organiser or a business whose services the organiser has retained for purpose of meeting the organiser's contractual obligations. To avoid liability, the organiser shall have the burden of proof as to the absence of negligence on the part of the organiser.
- (2) In addition, the traveller shall be entitled, as provided in paragraph (1), to damages for the unavailability of personal effects owing to delay in the transport of baggage, if said unavailability is to be deemed to have caused inconvenience to the traveller in view of the duration of the delay and the other circumstances.

Section 24 — *Damages liability in certain cases (1229/2002)*

Notwithstanding the provision in paragraph 23, the liability of the organiser for transport-related injury, damage or loss shall be determined, for the respective forms of transport, as provided in the Maritime Act (674/1994; *merilaki*), the Act on Transport by Air (289/1937; *laki kuljetuksesta ilma-aluksessa*), the Act on Air Transport Contracts (45/1977; *ilmakuljetussopimuslaki*), the Air Transport Act (387/1986; *ilmakuljetuslaki*), the Rail Transport Act (1119/2000: *rautatiekuljetuslaki*), Council Regulation (EC) No 2027/97 on air carrier liability in the event of accidents, the Convention concerning International Carriage by Rail (COTIF; TrS 5/1985), or the Convention for the Unification of Certain Rules for International Carriage by Air (TrS 78/2004).

Section 25 — *Limitation and adjustment of damages liability*

- (1) If the package travel has been obtained mainly for a purpose other than a private purpose, the organiser shall be entitled to limit in the contract terms its liability for property damage and pecuniary loss. However, such limitation of liability shall not be unreasonable for the traveller.
- (2) Damages liability may be adjusted, if it is unreasonable in view of the possible contributory negligence of the traveller, the chances of the organiser to anticipate or avoid the injury, damage or loss, and the other circumstances.

Chapter 4 — **Entry into force**

Section 26 — *Provision on entry into force*

- (1) This Act enters into force on 1 July 1995.
- (2) This Act applies to contracts concluded after its entry into force.

(The date of entry into force of the amending Act 938/1008 is 1 July 2009.)