

## Case law

### Case Details

**National ID:** link

**Member State:** Italy

**Common Name:** G. Brandoli v. Follow Me S.r.l. and Dune Viaggi d'Avventura

**Decision type:** Other

**Decision date:** 25/09/2001

**Court:** Tribunale

**Subject:**

**Plaintiff:**

**Defendant:**

**Keywords:**

### Directive Articles

Package Travel Directive, [Article 2, 2](#). Package Travel Directive, [Article 2, 3](#).

### Headnote

The decision of the Tribunal of Florence concerns the notion of “organizer” and its relationship with the travel agent that has sold to the consumer the package travel, the package holidays or the package tours.

Accordingly with the wording of the Directive 90/314/EEC, the tour operator organizes packages and sells or offers them for sale, whether directly or through a retailer.

Thus, the tour operator, indicated in the agreement with the consumer, is liable for the services sold through the travel agencies that act as retailers of the organizer.

### Facts

Mr. Bradoli sued the travel agency, Follow Me, and the tour operator, Dune Viaggi d'Avventura, before the Tribunale di Firenze.

The plaintiff claimed that the defendants have not duly fulfilled to the contractual obligations.

He claimed he has suffered damages for the improper performance of the travel services.

On the contrary, the defendants affirmed that the travel services have been duly performed and that some difficulties are “normal” in a tour of that country (i. e. Okavango River, Africa).

The judge agreed with the arguments of the plaintiff and awarded the total amount of Lire 11.490.000, equal to 1/3 of the total price of the package tour paid by the consumers.

### Legal issue

The decision concerns the notion of organizer and its relationship with the retailers.

The Tribunale di Firenze clarified that the organizer is the person who organizes packages and sells or offers them for sale, whether directly or through a travel agent (see the article 2, 2 paragraph of the Directive 90/314/EEC).

Thus, the travel agent is person who sells or offers for sale the package put together by the organizer and the relationship between them is based on the rules of agency (accordingly the article 2, paragraph 3 of the Directive 90/314/EEC).

In consideration of the above, the organizer is liable to the consumer for the proper performance of the obligations arising from the contract sold through the travel agent. All the contractual terms should be set out in writing or such other form as is comprehensible and accessible to the consumer and must be communicated to him before the conclusion of the contract. The consumer should get a copy of these terms.

The Tribunale di Monza interpreted the Legislative Decree 17 March 1995, n. 111 that has implemented in the Italian legal system the Council Directive of 13 June 1990 on package travel, package holidays and package tours. In particular, the article 5(1) of the Directive provides: “Member States shall take the necessary steps to ensure that the organizer and/or retailer party to the contract is liable to the consumer for the proper performance of the obligations arising from the contract, irrespective of whether such obligations are to be performed by that organizer and/or retailer or by other suppliers of services without prejudice to the right of the organizer and/or retailer to pursue those other suppliers of services”.

The judge clarified that the travel agent has a duty to inform the consumers about any variation of the package holidays.

In particularly, Tribunale di Monza stated that the travel agent has an obligation to the consumers about any modification of the flight schedule.

### Decision

Full text: [Full text](#)

### Related Cases

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### Legal Literature

No results available

### Result