

Case law**Case Details****National ID:** 200.041.094/01**Member State:** Netherlands**Common Name:** De Staat der Nederlanden v. Byblos Reizen BV**Decision type:** Other**Decision date:** 19/01/2010**Court:** Gerechtshof (Appellate court, Gravenhage)**Subject:****Plaintiff:****Defendant:****Keywords:****Directive Articles**Package Travel Directive, [Article 7](#)**Headnote**

A travel agency that does not comply with the requirements to protect consumers against its insolvency needs to stop selling travel packages until the time such measures will be met.

Facts

Consumentenautoriteit (Consumers Authority, further "CA") conducted market research at the end of 2007 in order to check whether travel agencies and organisations fulfilled requirements of Article 7:512 BW to provide sufficient financial guarantees in case of insolvency. During this market research many travel agencies that did not register with the SGR (Stichting Garantiefonds Reisgelden), guarantee fund for travel agencies, were approached, including Byblos. Byblos offered package travels to consumers without having provided sufficient financial guarantees in case of insolvency. Byblos first planned to create his own guarantee fund, then they planned to register with the SGR. The CA asked again Byblos on the 27th of July 2009 whether this situation was remedied. CA believed that Byblos was still in breach of its obligation from 7:512 BW despite many further communications and appeals to register with the SGR and started proceedings against it in August 2009.

Legal issue

The court recognized Byblos as an organizer offering package travels to consumers pursuant to art. 7:500 BW. Byblos informed the court that they are aware of the legal obligation to provide financial guarantee in case of insolvency to consumers and that they were in contact about this with the SGR. However, due to the high price of the membership in the SGR as well as many requirements that need to be fulfilled Byblos did not manage to join SGR at that point. The court stated that even if Byblos asked for the membership in the SGR he still did not have it, and therefore did not comply with the need to provide financial guarantee in case of insolvency that consumers would be reimbursed for cancelled trips, pursuant to art. 7:512 BW implementing art. 7 of the Directive. Byblos is ordered by the court to stop infringing art. 7:512 BW either by ceasing to sell package travels or by taking measures mentioned in art. 7:512 BW. In case the travel agency does not comply with this judgment within three months, then a penalty fee per every day of further delay is set.

DecisionFull text: [Full text](#)**Related Cases**

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