

Rechtspraak**Bijzonderheden van de zaak****Nationaal ID:** 200.032.257**Lidstaat:** Nederland**Gangbare benaming:** X v. Kras BV**Soort beslissing:** Overige**Datum beslissing:** 18/05/2010**Gerecht:** Gerechtshof**Onderwerp:****Eiser:****Verweerder:****Trefwoorden:****Richtlijnartikelen**Package Travel Directive, [Article 4, 6](#).**Koptekst**

Traveller needs to be fully reimbursed if he has cancelled the trip for reasons other than due to his fault. Cancellation of a trip to a region that has been declared by the government as unsafe (classification 5 and 6) shortly before the trip was to take place signifies that the cancellation was not due to consumer's fault.

Feiten

Consumer concluded a package travel contract with Kras on the 22nd of November 2007 encompassing an organized travel for two travellers to Sri Lanka from 8 February 2008 to 1 March 2008. Due to unrest and bomb attacks in Sri Lanka, consumers notified Kras on 29th of January and 4th of February 2008 that they were considering cancellation of the trip and wanted to ask whether Kras intended to go forward with the planned trip. Kras replied that the trip would take place and pointed out at its standard contract terms pursuant to which if consumers cancelled the trip in the last 5 days before the departure date they were liable for 90% of the trip's price. On the 5th of February 2008 the Ministry of Foreign Affairs issued a travel advice discouraging travellers to Sri Lanka to proceed with their travel plans unless such a trip was absolutely necessary (classification 5) and even such trips should be cancelled for northern and eastern Sri Lanka (classification 6). On the 7th of February 2008 Kras wrote to the consumer that the trip will still take place, since the Fund for Disasters did not provide a financial coverage for trips cancelled to Sri Lanka and since the consumer decides to cancel the trip he will be responsible for the issuing damage pursuant to standard contract terms (90% of the trip price). The dispute concerns the amount of reimbursement to which the consumer is entitled upon cancellation of the package travel.

Juridische kwestie**Uitspraak**

Art. 7:503BW implementing art. 4 Sec. 6 of the Directive states that unless consumer cancels the trip due to his own fault he is entitled to have the price of the trip reimbursed. This right may not be dependent on whether the travel agency will get compensated for the cancellation of the trip by the Fund for Disasters. This would limit the consumer's rights granted to him by the Directive. The question whether the consumer cancelled the trip for reasons not dependent on him needs to be answered in affirmative. As the advice of the Ministry of Foreign Affairs highlighted, the safety concerns in the regions where the trip was supposed to take place have significantly risen since the date of conclusion of the contract till the date of planned departure. Since in these regions also specific risk to health and safety of tourists was confirmed shortly before the planned departure date, the court decides that the cancellation of the contract by consumers was not due to their own fault. The fact that Kras claims that the trip for other travellers took place with only small changes in the schedule, does not influence this assessment. Since consumer cancelled the trip for reasons not dependent on him, he has a right to reimbursement of the trip price.

Integrale tekst: [Integrale tekst](#)**Verwante zaken**

Geen resultaten

Rechtsleer

Geen resultaten

Resultaat