

Case Details

Case Details

National ID	C-1810/15
Държава-членка	България
Common Name	link
Decision type	Court decision in appeal
Decision date	18/05/2015
Съд	Административен съд София-град
Заглавие	
Ищец	BULGARIA TRAVEL EOOD
Ответник	Bulgarian Consumer Protection Commission
Ключови думи	contract for the provision of accommodation, transport, catering or leisure services, omission, package travel

Directive Articles

Package Travel Directive, [Article 4, 2.](#), (a) Package Travel Directive, [ANNEX](#), (a) Package Travel Directive, [ANNEX](#), (b) Package Travel Directive, [ANNEX](#), (d) Package Travel Directive, [ANNEX](#), (g)

Headnote

Even if some of the elements that are part of the mandatory content of the package travel contract are included in the brochure for the travel and on the website of the organizer but are missing in the contract on the particular travel, the organizer is still in the breach of Directive 1990/314/EEC and the national transposing legislation.

Facts

A consumer submitted a complaint to the defendant against the plaintiff. The defendant made an inspection of the plaintiff and established that the latter had entered into a package travel contract which did not contain the following mandatory elements: (i) the means of transport, (ii), the dates, times and points of departure and return, (iii) itinerary, (iv) minimum number of travellers, and (v) the name and address of the insurer. Therefore, the defendant issued a penalty decree and imposed a financial sanction over the plaintiff in the amount of BGN 500 (circa EUR 250).

Consequently the plaintiff submitted to the Sofia Regional Court the penalty decree for judicial review but the court denied the plaintiff's appeal and upheld the penalty decree in favour of the defendant. As a final resort, the plaintiff appealed the first instance court's judgment to the Sofia City Administrative Court.

Legal issue

Is the organizer that does not include all mandatory elements in a package travel contract but includes them on the brochure for the particular travel and on the website of the organizer in breach of Directive 1990/314/EEC and the national transposing legislation?

Решение

The organizer committed a violation of the law for which the financial sanction was imposed. By not including some of the mandatory elements of a package travel contract, the organizer violated Article 82, Alinea 3, points 3, 4, 14 and 16 of the Tourism Act (which implemented Article 4, paragraph 2, subparagraph (a) of Directive 1990/314/EEC

and subparagraphs (a), (b), (d) and (g) of the Annex to it in Bulgarian national law). The inclusion of the mandatory elements, missing in the contract, on the brochure for the travel and on the website of the organizer does not remedy the violation of the law since the relevant provision of the Tourism Act (implementing the corresponding provisions of Directive 1990/314/EEC) are explicit and unambiguous.

URL: [http://domino.admincourts Sofia.bg/BCAP/ADMC/WebData.nsf/ActsByCaseNo/3F16EBD00AEE4D2BC2257E4A0073D025/\\$FILE/temp42143993518518513538839D5E33268C2257E4A003E43D7.pdf](http://domino.admincourts Sofia.bg/BCAP/ADMC/WebData.nsf/ActsByCaseNo/3F16EBD00AEE4D2BC2257E4A0073D025/$FILE/temp42143993518518513538839D5E33268C2257E4A003E43D7.pdf)

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Related Cases

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Legal Literature

Member State 🇵🇸	Title	Author
България	Тема XX, Организирано туристическо пътуване с обща цена – групово или индивидуално, Потребителско право, стр. 170-178	SUKAREVA, Z.

Result

The court upheld the first instance court's judgment that rejected the plaintiff's appeal.