

Съдебна практика**Данни за случая****Национален идентификатор:** C-1810/15**Държава-членка:** България**Общоприето наименование:** N/A**Вид решение:** Съдебно решение в процес на обжалване**Дата на решението:** 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**Членове от директивата**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, \(g\)](#)**Уводна бележка**

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.

Факти

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.

Правен въпрос

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

Пълен текст: [Пълен текст](#)

Свързани случаи

Няма налични резултати

Правна литературасортирани по [Държава-членка](#)[Заглавие](#)[Автор](#) ▼**Държава-членка:** България**Заглавие:** Тема XX, Организирано туристическо пътуване с обща цена – групово или индивидуално, Потребителско право, стр. 170-178**Автор:** SUKAREVA, Z.**Резултат**

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