

Judikatūra**Lietas apraksts**

Nacionālais identifikators: 142289812

Dalībvalsts: Latvija

Vispārpieņemtais nosaukums: N/A

Lēmuma veids: Tiesas lēmums, pirmā instance

Lēmuma datums: 07/10/2013

Tiesa: Rīgas Administratīvā rajona tiesa

Temats:

Prasītājs: SIA "Jet Tour Latvia"

Atbildētājs: Consumer Rights Protection Centre

Atslēgvārdi: package, scope of the Directive, transport, travel

Direktīvas panti

Package Travel Directive, [Article 2, 1.](#) Package Travel Directive, [Article 2, 2.](#) Package Travel Directive, [Article 2, 3.](#)

Ievadpiezīme

(1) A combination of a tourism programme and transport services provided by two unrelated companies can constitute a package within the meaning of Article 2(1) of the Directive 90/314/EEC.

(2) A person who creates such a combination and offers it to consumers is an organizer within the meaning of Article 2(2) of Directive 90/314/EEC.

Fakti

The plaintiff was selling packages for tourism in China on the basis of an agency contract with a Chinese company. Hence, the plaintiff considered itself to be merely a retailer within the meaning of Article 2(3) of the Directive 90/314/EEC and did not provide any security for the refund of money (an obligation due to an organizer).

However, the packages offered by the plaintiff included return flights from Latvia to China, which were provided by a different company unrelated to the plaintiff or the Chinese company. Given this, the defendant considered the plaintiff to be acting as an organizer and adopted a decision imposing a fine on the plaintiff for not providing security for the refund of money. The plaintiff disagreed since it considered the Chinese company to be the organizer and brought a claim before the court to repeal the defendant's decision.

Juridisks jautājums

(1) Can a combination of a tourism programme and transport services provided by two unrelated companies constitute a package within the meaning of Article 2(1) of Directive 90/314/EEC?

(2) Is a person who creates such a combination and offers it to consumers an organizer within the meaning of Article 2(2) of Directive 90/314/EEC?

Lēmums

(1) The court examined the agency contract between the plaintiff and the Chinese company and found that, although the contract referred to a tourism programme in China, it did not include flights to and from China. The court concluded that the plaintiff had combined the tourism programme provided by the Chinese company and flights to China provided by the other company, creating a new tourism package as a result.

(2) The court concluded that by offering the new package to consumers the plaintiff had acted as an organizer and had an obligation to provide security for the refund of money.

URL: <https://manas.tiesas.lv/eTiesasMvc/nolemumi/pdf/138410.pdf>

Pilns teksts: [Pilns teksts](#)

Saistītās lietas

Nav pieejami nekādi rezultāti

Juridiskā literatūra

Nav pieejami nekādi rezultāti

Rezultāts

The court reduced the amount of the fine imposed on the plaintiff, but did not repeal the defendant's decision.