

Νομολογία**Στοιχεία της υπόθεσης****Εθνικός αναγνωριστικός αριθμός:** No. of protocol 8130**Κράτος μέλος:** Ελλάδα**Κοινή ονομασία:** N/A**Είδος απόφασης:** Άλλο**Ημερομηνία απόφασης:** 07/09/2012**Δικαστήριο:** Συνήγορος του Καταναλωτή**Θέμα:****Ενάγων:** Unknown**Εναγόμενος:** FAMOUS SOTIRIOU TRAVEL**Λέξεις-κλειδιά:** accommodation, organizer, package travel, performance, transport**Άρθρα της οδηγίας**

Package Travel Directive, [Article 2, 1.](#) Package Travel Directive, [Article 2, 1., \(a\)](#) Package Travel Directive, [Article 2, 1., \(b\)](#) Package Travel Directive, [Article 2, 1., \(c\)](#) Package Travel Directive, [Article 4, 1., \(a\)](#) Package Travel Directive, [Article 4, 7.](#) Package Travel Directive, [Article 5, 1.](#) Package Travel Directive, [Article 5, 2.](#)

Περίληψη

(1) 'Package travel' is the pre-arranged combination of at least two of the following services, i.e. transport, accommodation or other tourist services not ancillary to transport or accommodation that correspond to a significant proportion of the package travel, when this provision (of services) exceeds 24 hours or includes overnight accommodation and is sold or offered for sale at an inclusive price.

(2) The organizer and/or the retailer should, inter alia, provide the consumer, in writing or in any other appropriate form, before the contract is concluded, with the general information on passport and visa applicable requirements (in particular regarding the period that is usually required to complete these procedures). Furthermore, where, after departure, a significant proportion of the contractual services is not provided, the organizer makes suitable alternative arrangements, at no extra cost to the consumer, for the continuation of the package, and where appropriate compensate the consumer. If it is impossible to make such arrangement or this is not reasonably accepted by the consumer, the organizer shall, where appropriate, provide the consumer, at no extra cost, with equivalent transport back to the place of departure, or to another return-point to which the consumer has agreed and shall, where appropriate, compensate him.

(3) The consumer may claim damages for losses incurred due to non-performance or improper performance of the package travel contract. In particular, the consumer may in principle request compensation, for actual damage, loss of earnings and any further damage, such as additional costs. The liability to compensate incurs when the contract has defects or lack of agreed properties or in case of contractual infringements, such as, if the contracting party does not inform on formalities relating to visas and passports.

Πραγματικά περιστατικά

The plaintiff had visited the defendant's tourist office in order to purchase a package travel. During the procedure of booking the relevant tickets, hotel etc. for the journey, the defendant's employee requested the passport of the plaintiff's wife, a Kazakhstan national, reassuring them that they would be able to travel to the intended countries. The journey was booked but later on the plaintiff cancelled it bearing all the costs deriving from this cancellation. Following the cancellation, the plaintiff visited once more the defendant's tourist office and purchased another similar package travel regarding the same destinations. However, while travelling and once reaching the Serbia borders, the plaintiff and his wife were informed by the authorities that there were restrictions with respect to citizens of Kazakhstan and thus a transit visa was required in order for the plaintiff's wife to be able to travel. So, the plaintiff's and his wife returned back at their own cost. Although the plaintiff requested either a new similar package travel or refund of the price paid, the defendant refused to grant his requests on the ground that based on the general terms of the contract, the plaintiff and his wife were solely responsible for their travel documents. Thus, the plaintiff filed a complaint before the Ombudsman of the Consumer setting his requests as above.

Νομικό ζήτημα

(1) What is the definition of a package travel?

(2) What is the content of the organizer's /retailer's obligations with regard to a package travel?

(3) What are the consequences that result from non-performance or improper performance of the contract?

Απόφαση

The court ruled that the term which held the consumer responsible for the visas and passports is abusive and contrary to the legislation on package travel. Besides, if the plaintiff or his wife had the expertise on transnational visa arrangements, they wouldn't have addressed to a travel agent to organise the journey for them in the first place. Similarly, the court has the opinion that the failure to obtain the necessary travel documents cannot result in cancellation of the plaintiff's participation in the journey. Finally, the organizer should have provided the plaintiff and his wife, at no extra cost, with equivalent transport back to the place of departure, or to another return-point to which the plaintiff and his wife have agreed, instead of abandoning them at the border of a foreign country without concern whether they have sufficient resources to return.

Πλήρες κείμενο: [Πλήρες κείμενο](#)

Συναφείς υποθέσεις

Δεν υπάρχουν αποτελέσματα

Νομική βιβλιογραφία

Δεν υπάρχουν αποτελέσματα

Αποτελέσματα

The plaintiff's request was granted.