

Case law

Case Details

National ID: ECLI:NL:RBDHA:2017:409

Member State: Netherlands

Common Name: link

Decision type: Court decision, first degree

Decision date: 18/01/2017

Court: District Court Den-Haag

Subject:

Plaintiff: Unknown

Defendant: Tui N.V. (TUI) & Algemene Vereniging van Reisondernemingen (ANVR) & Koninklijke Nederlandse Luchtvaartmaatschappij N.V. (KLM)

Keywords: accuracy of the claim, cessation of contract, package, package travel, price

Directive Articles

Package Travel Directive, [Article 4, 3](#).

Headnote

A consumer may be held liable for the payment of the fees, charges and other costs due to a substitution.

Facts

TUI is a travel service which, among other things, sell package travel contracts to tour operators. KLM is an airline which also sells airplane tickets to tour operators.

Plaintiff has concluded a package travel contract with TUI in accordance with article 7:500 DCC (Directive 1990/314/EEC, article 2 section 1), including a two-way ticket to Rome with KLM and two overnight stays.

The consumer informed TUI that he has made use of his right to substitute the travel contract to someone else. A demand letter was send to TUI per e-mail in order to demand compliance of the substitution after TUI neglected to do so. TUI replied by saying that the substitution would be possible in accordance with article 7:506 DCC (Directive 1990/314/EEC, article 4 section 3), however that the consumer would be liable for the costs of such substitution, which will consist of the original cost plus the cost of new tickets.

Plaintiff did not believe this to be reasonable and started the procedure.

Legal issue

The court considers that TUI has not in fact denied the right of the plaintiff to transfer the package travel contract and therefore does not infringe the rights of the plaintiff.

Consequently the court considers which costs may be charged to the consumer in the case of a transfer in accordance with article 7:506 DCC.

According to article 4 (3) of the Guidelines the transferor and transferee shall be held jointly and severally liable for the payment of the balance due and for any additional costs arising from the transfer. The explanation of the law and the interpretation of the court is that those costs can be very extensive.

Decision

May a consumer be held liable for all the fees, charges and other costs due to the transfer of a package travel contract?

URL: <http://deeplink.rechtspraak.nl/uitspraak?id=ECLI:NL:RBDHA:2017:409>

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Result

The court discards the plaintiff's request and charges him for the payment and for the costs of the procedure.