

## EU Consumer Law Acquis Compendium

### Legislation

Slovakia (SK) Nr. 4 EN



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#### Full name and/or number of the statute (in original language):

Zákon č. 281/2001 Z.z. o zájazdoch, podmienkach podnikania cestovných kancelárií a cestovných agentúr a o zmene a doplnení Občianskeho zákonníka v znení neskorších predpisov

#### Translation of the name:

Act No. 281/2001 on Package Travel

#### Reference in Official Journal (if appropriate):

Collection of Laws 2001, no. 11; Collection of Laws 2001, no. 117, p. 3042

#### Date of coming into force:

01.10.2001

#### Subsequent amendments:

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#### Text:

281 A C T

of 14 June 2001

on packages, the conditions for business of travel bureaux and travel agencies and on alteration and amendment to the Civil Code, as altered and amended

The National Council of the Slovak Republic has passed this Act:

Art. I

§ 1

Subject of the Act

This Act regulates certain conditions for tourism business and applies to services provided by travel bureau operators and travel agency operators.



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### § 2

#### Package

(1) For the purposes of this Act, the package means the pre-arranged combination of not fewer than two of the following services:

transport,

accommodation,

other services not ancillary to transport or accommodation and accounting for a significant proportion of the combination of services, for example boarding, providing a guide, a social-cultural programme or a recreational-sporting programme,.

when offered for sale or sold at an inclusive price when the service covers a period of more than twenty-four hours or includes overnight accommodation.

(2) For the purposes of this Act, the package also means the pre-arranged stay only involving accommodation for more than three nights in a single lodging establishment of any category and class including a tent, a caravan and private lodging.

(3) The package shall not be

a combination of services arranged based on an individual requirement,

a combination of services sold to another businessman for the purpose of his further business,

individual provision and execution of transport, the sale of transport stationery postal, the sale of admission tickets for cultural, sports and other events, and the sale of guide services.

(4) Insurance of package participants shall not be regarded as a service under paragraph 1.

### § 3

#### Travel Bureau

(1) The travel bureau shall be a businessman who under a trade licence organises, offers or sells packages and concludes a package procurement contract (hereinafter referred to as the "travel contract").

(2) Within the framework of a trade licence under paragraph 1, the travel bureau further

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organises service combinations, offers and sells them to another travel agency with a view to carrying on its further business,

offers and sells under an individual order respective services or combinations thereof,

intermediates the sale of individual services for another travel bureau, travel agency or other corporate bodies and natural persons (carriers, lodging establishment operators, organisers of cultural, sports and other social events),

intermediates the sale of packages for another travel bureau, in such cases the travel contract shall be entered into on behalf of that travel agency for which a package has been intermediated and the latter shall be held responsible for the performance of the travel contract,

sells things related to tourism, in particular admission tickets, maps, plans, brochures, folders, timetables, published guides and souvenirs.

### § 4

#### Travel Agency

(1) A travel agency shall be a businessman<sup>1)</sup> who under a trade licence<sup>2)</sup> carries out services as per § 3(2).

(2) In addition to the obligations under a special regulation, a travel agency shall be obliged to indicate the sales outlet and publicity and other materials intended for the consumer with the words “travel agency“, unless such identification is already contained in its trade name.

(3) A travel agency shall not intermediate the sale of a package for a person who is not a travel bureau [§ 3(2)(d)].

(4) The operator, the statutory body member or the responsible travel agency representative shall not be a natural person who has had over the last five years his/her trade licence<sup>2)</sup> to operate a travel bureau or a travel agency cancelled on the grounds of breaking obligations imposed by law or due to bankruptcy.

### § 5

#### The Consumer

The consumer shall be

a person who concludes with a travel bureau a travel contract,

a person to whose benefit such contract has been concluded,

a person to whom the package has been transferred under conditions as laid down in the Civil Code.

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### § 6

#### Travel Contract

The travel contract shall be a type contract in nature under a special regulation.

#### Travel Bureau Obligations

### § 7

(1) In addition to the obligations under a special regulation), a travel bureau shall be obliged to

have throughout the period of its business a concluded package policy against bankruptcy (hereinafter referred to as the “mandatory package policy”) with an insurance company or be a fund member (hereinafter referred to as the “insurer”) or have a contract concluded on bank guarantee with a bank meeting the conditions under § 9 to 11,

indicate the sales outlet, promotional and other materials intended for the consumer with the words “travel bureau“ or “CK“, unless such indication already contained in its trade name,

charge with the performance of guide activity only those persons who hold a certificate on education received at an accredited educational establishment.

(2) A travel bureau shall not intermediate the sale of a package for a person that is not a travel bureau [§ 3(2)(d)].

(3) A separate offer and sale of services or separate accounting of items of the same package shall not absolve the travel bureau from the obligations hereunder.

(4) The operator, the statutory body member or the responsible travel bureau representative shall not be a natural person who has had over the last five years his/her trade licence<sup>2)</sup> to operate a travel bureau or a travel agency cancelled on the grounds of breaking obligations imposed by law or due to bankruptcy.<sup>5)</sup>

### § 8

(1) A travel bureau shall be obliged before the conclusion of the contract on package in the brochure or in other written form, as the case may be, (hereinafter referred to as the “brochure“) to inform truthfully, comprehensibly, fully and properly of all the facts that it is aware of and that may have an impact on the decision of the person interested in the purchase of a package, but in particular of

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package commencement and completion dates,

the price of the package, including the timetable for payments and the amount of upfront payment,

cases where the consumer shall be under obligation to pay the travel bureau a contractual penalty in the case of cancellation of the package and the amount thereof,

journey or stay destination,

the type of means of transport, features or classes thereof,

the type of accommodation, location, category, degree of comfort and main features thereof,

the meal plan,

the itinerary, including times and places of intermediate stops,

general information on passport and visa requirements for nationals of the Slovak Republic and health formalities required for the journey and the stay, and the usual prices and periods for obtaining them,

whether a minimum number of persons is required for the package to take place including the deadline for informing the consumer in the event of cancellation by the travel bureau owing to a less-than-minimum number of package participants,

the scope and conditions of the mandatory travel insurance (§ 9 to 11), the scope of benefits, the conditions for covering the consumer's claim, the insurer with whom the travel bureau has taken out the mandatory travel insurance,

a programme in the place of stay,

the period for the consumer to communicate that a substitute will take part in the package instead insofar as there are grounds to lay down him and on the conditions to be met by the participant of the procured package insofar as there are grounds to lay down them,

the optional conclusion of an individual consumer policy including policy should there be costs incurred by the consumer in connection with his/her cancellation of the travel contract in the event of an accident or illness,

the scope and quality of all other performances which form the content of the package.

(2) Before conclusion of the travel contract, the particulars set out in paragraph 1 can only be modified in justified provable cases to the extent that the travel bureau has expressly reserved the right thereto in the brochure or the same have been agreed to with those interested in the purchase of the package; otherwise they shall be binding upon the travel bureau.



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### Mandatory Travel Insurance

#### § 9

(1) A travel bureau shall be obliged to take out a mandatory travel insurance under which the consumer shall become entitled to benefits if and when the travel bureau on the grounds of its bankruptcy shall have failed to

provide the consumer with transport from the place of stay abroad to the Slovak Republic, insofar as such transport is part of the package,

refund the consumer the paid advance or the price of the package if the package did not take place,

refund the consumer the difference between the price of the package paid and the price of the partially procured package if the package took place in part.

(2) Unless otherwise provided for hereunder, the provisions of the Civil Code and of a special regulation shall appropriately apply to the mandatory travel insurance.

(3) The insurer shall hand the travel bureau, in addition to the document on mandatory travel insurance, documents designed for consumers which shall contain information thereon, but in particular the indication of the insurer, the insurance terms and conditions, and the method of reporting an event insured against, the travel bureau shall be obliged to hand such document over to the consumer along with the travel contract.

#### § 10

(1) If the travel bureau shall have failed to provide the consumer with transport from the place of stay abroad to the Slovak Republic, the insurer shall procure benefits by providing transport from the place of stay abroad to the Slovak Republic, including necessary lodging and boarding until departure. The travel bureau shall be obliged to arrange said transport including boarding and lodging through its charged staff or a contractually agreed organisation. The travel bureau shall submit the insurer the contract concluded with such organisation to perform organisational provision for the consumer's repatriation to the Slovak Republic as part of documents for taking out a mandatory travel insurance. Should a follow-up investigation fail to prove the occurrence of the loss under § 9(1)(a), the travel bureau shall be obliged to compensate the insurer against all costs of benefits provided for it by the insurer. If the consumer shall have ensured transport including necessary lodging and boarding at own expenses, the insurer shall only compensate the consumer against such costs up to the sum which would have been incurred by it had the travel bureau provided transport, lodging and boarding through its charged staff or a contractually agreed organisation.

(2) Benefits under paragraph 1 shall be provided by the insurer immediately after verifying the truthfulness of the notice of loss, within 24 hours. Notice thereof under paragraph 1 shall not be required in writing.

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(3) The insurer shall not be entitled to refuse benefits or reduce benefits if it shall have learned after the loss event that the travel bureau furnished false or incomplete background papers relevant to taking out the mandatory travel insurance. However the insurer shall be entitled in such case to claim damages from the travel bureau.

### § 11

(1) A mandatory travel insurance may only be taken out with an insurer who has been granted a licence to business for the area set out in § 9 and approved general insurance terms and conditions by the Office for Financial Market under a special regulation<sup>9</sup>).

(2) The general insurance terms and conditions shall establish as to what sum the travel bureau shall contribute to the loss event.

(3) The travel bureau shall be obliged to agree the mandatory travel insurance as per § 9 for a sufficient premium up to the amount equal to at 30% of annual planned sales revenue from package sales. If such sales revenue are to be lower than those in the preceding year, the travel bureau shall be obliged to agree the mandatory travel insurance up to the sum assured equal to at least 30% of such sales revenue in the preceding year.

(4) The travel bureau shall be obliged prior to the taking out of the mandatory travel insurance and at any times over the term thereof to afford for the insurer at its request access to all such documents as may be related thereto and give explanations thereon.

(5) The consumer's claims arising against the travel bureau out of the non-performance of the travel contract in cases referred to in § 9(1) shall devolve to the insurer, namely up to the sum of benefits provided to the consumer by the insurer.

(6) The insurer and the travel bureau shall be obliged to forthwith inform the appropriate trade authority of the expiry of the mandatory travel insurance.

### § 12



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### Control and Supervision

(1) Breaking the obligations under § 4(2) to (4), § 7(1), (2) and (4), § 9(3) and § 11(6) shall be regarded as a material way of breaking the conditions under a special regulation.

(2) Control and supervision over the observance of this Act shall be carried out by the Slovak Trade Inspection and the Office for Financial Market.

### Art. II

Act No. 40/1964 Coll. Civil Code, within the meaning of Act No. 58/1969 Coll., Act No. 131/1982 Coll., Act No. 94/1988 Coll., Act No. 188/1988, Act No. 87/1990 Coll., Act No. 105/1990 Coll., Act No. 116/1990 Coll., Act No. 87/1991 Coll., Act No. 509/1991 Coll., Act No. 264/1992 Coll., Act of the National Council of the Slovak Republic No. 278/1993 Coll., Act of the National Council of the Slovak Republic No. 249/1994 Coll., Act No. 153/1997 Coll., Act No. 211/1997 Coll., Act No. 252/1999 Coll., and Act No. 218/2000 Coll., shall be altered and amended as follows:

1. In § 40a in the first sentence after the word “§ 589“, for the word “and“ substitute a comma and after the words “§ 701(1)“ insert the words “and § 741b (2).“

2. Section Eight shall be supplemented with Section Four that including the title shall read as follows:

“Section Four

PACKAGE PROCUREMENT CONTRACT



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#### § 741a

The provider (the travel bureau) undertakes by way of the package procurement contract to provide the consumer with the pre-offered combination of tourism services (package) and the consumer undertakes to pay the agreed price.

#### § 741b

(1) The contract shall be in writing or other appropriate form and it shall contain:

identification of the parties thereto,

definition of a package, in particular the commencement and completion dates thereof, the indication of all services to be provided included in the package price, the place and time of their duration; the definition of the package may be only replaced by making reference to the package number or other indication in the brochure if the brochure contains all such information and has been given to the consumer,

the price of a package, including the timetable for payments and the amount of upfront payments,

the period and the way in which the consumer is to make claims arising out of breaking the legal obligation of the travel bureau,

the amount of cancellation penalties to be paid by the consumer to the travel bureau in cancellation of the contract as specified hereunder.

The contract shall further contain:

if other payments for services are included in the package the price of which is not included in the package price, information on the number and the amount thereof,

if accommodation is included in the package, its name, location, category, degree of comfort and its main features, if part of the package

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if transport is included in the package, the type, characteristics and category of the means of transport, the itinerary,

if boarding is including in the package, the way and scope thereof,

if the realisation of the package is subject to the minimum number of package participants, the exclusive indication of this fact and the period for the travel bureau to inform the consumer in writing of package cancellation and contract termination due to a lower-than-minimum number of package participants,

if there are reasons for establishing conditions to be complied with by the consumer, setting out such conditions and the period for the consumer to communicate that a substitute will take part in the package instead.

such other facts as may be agreed by the parties thereto.

(3) The travel bureau shall be obliged to hand the consumer along with the contract a document on package bankruptcy insurance issued by the insurer.

#### § 741c

(1) It may be agreed in the contract that the travel bureau shall be entitled to raise the package price unilaterally, if the method of calculating the price upward revision has precisely at the same time been established. The package price set out therein shall not be subject to a unilateral upward revision during 20 days prior to the start of the package.

(2) The price of the package under paragraph 1 may only be raised should there be  
an increase in transport costs including fuel prices,  
an increase in payments associated with transport, e.g. airport and harbour charges that are included in the package price,  
a change in the exchange rate of the Slovak crown used to establish the package price on average by more than 5%, if such increase occurs until the 21st day prior to the start of the package.

(3) Written notice of a price upward revision shall be made or given to the consumer no later than the twenty-one days before the start of the package, otherwise the right to pay-

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ing the difference in price shall have not accrued to the travel bureau.

### § 741d

(1) The travel bureau shall be obliged no later than seven days before the start of the package to provide the consumer in writing with other detailed information on all facts relevant to the latter and known to the former, unless already contained in the contract or the brochure given to the latter, namely in particular

specification of information set out in § 741b (2)(a) to (d),

in the event of packages involving minors, particulars on the possibility of contacting a minor or a travel bureau representative in the minor's place of stay,

the name, place of stay or contact address and telephone number of the travel bureau representative on whose assistance the consumer in difficulty can call during the package and who is entitled to receive and handle claims from the consumer during the package,

all necessary documents needed by the consumer to provide services procured (e.g. air ticket, hotel card to provide the agreed lodging and boarding, a document for a travel bureau representative in the place of stay to provide facultative trips).

(2) If the contract shall have been concluded less than seven days before the start of the package, the travel bureau shall perform its obligation under paragraph 1 while concluding the contract.

### § 741e

(1) If the travel bureau is forced to alter a substantial term of the contract before the start of the package, it shall propose the consumer an alteration to the contract. If such proposed thereto also leads to an alteration in the package price, the new price shall be indicated in the proposal.

(2) If the travel bureau proposes an alteration to the contract under paragraph 1, the consumer shall be entitled to decide either he/she agrees thereto or withdraw therefrom without paying contractual penalties. The consumer shall give the travel bureau written notice thereof within the period established by the travel bureau.



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#### § 741f

(1) Before the start of the package, the consumer may give the travel bureau notice in writing that another person indicated therein will be taking part in the package instead. The consumer may only do so within the established period and the notice shall also contain a statement by the new consumer that he/she agrees with the contract concluded and meets all the agreed conditions for participation in the package. The person set out therein shall become the consumer on the day of delivery of the notice.

(2) The original consumer and the new consumer shall be jointly and severally liable for payment of the package price and settlement of costs incurred by the travel bureau in connection with the consumer change.

#### § 741g

(1) The travel bureau may only withdraw from the contract before the start of the package on the grounds of package cancellation or on the grounds of breaking by the consumer of the obligations agreed thereunder.

(2) If the consumer shall have withdrawn from the contract under § 741e(2), or if the travel bureau shall have withdrawn therefrom on the grounds of cancellation of the package before its start, the consumer shall be entitled to claim from the travel bureau under a fresh contract a substitute package at least of quality equivalent to the services agreed in the original contract, if the travel bureau can offer such package.

(3) In concluding a contract as per paragraph 2, payments made under the original contract shall be deemed to have been made under the fresh contract. If the substitute package price is lower than payments already made, the travel bureau shall be obliged to forthwith refund such difference to the consumer.

(4) If the travel bureau shall have cancelled the package fewer than 20 days before the date of its start, the consumer shall have the right to appropriate damages.



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#### § 741h

(1) If the withdrawal by the consumer from the contract shall not have been on the grounds of breaking of obligations by the travel agency as laid down by the contract or by this Act, or if the travel agency shall have withdrawn from the contract before the start of the package because of breaking the obligations by the consumer, the consumer shall be obliged to pay the travel bureau contractual penalties as specified in § 741b(1)(e) and the travel bureau shall be obliged to refund forthwith the consumer the balance due from payment of the package price under the contract cancelled.

(2) If the withdrawal by the consumer from the package travel contract shall have been on the grounds of breaking obligations by the travel bureau as laid down by the contract or by this Act, or if a fresh contract pursuant to § 741g(2) shall have not been concluded, the travel bureau shall be obliged to refund promptly the consumer the entire sum received from him/her to pay the package price under the contract cancelled, with the consumer not being obliged to pay the travel agency contractual penalties. The consumer's right to damages shall thereby not be affected.

#### § 741i

(1) The travel agency shall be liable to the consumer for breaking the obligations under the concluded contract notwithstanding whether such obligations are to be performed by either the travel bureau or other suppliers of services to be provided within the package. The consumer shall promptly exercise the right to remedy of wrongly provided service, namely with the service supplier or a travel bureau authorised representative. Written record shall be made on the exercise of this right in co-operation with the travel bureau representative.

(2) If the travel agency shall have failed to perform properly and timely its the obligations under the contract or this Act, the consumer shall promptly exercise his/her right in writing at the travel bureau, no later than three months from completion of the package or, in the event that the package did not take place, from the date on which the package was to complete under the contract, otherwise the right shall become extinguished. To recognise claims in a wrongly provided service, the consumer shall submit the written record made under paragraph 1.

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(3) If the conclusion of the contract shall have been intermediated by another travel bureau or travel agency, the periods under paragraph 2 shall apply to the extent that the consumer shall have exercised his/her rights with the intermediate travel bureau or travel agency.

#### § 741j

(1) The travel bureau may only absolve from its liability for damage caused by withdrawal from the contract or breaking its obligations if and when it shall have proved that it is attributable to neither it nor its service suppliers and the damage is attributable to:

the consumer,

a third person unconnected with the provision of the package,

an event that could not be prevented even with all due care taken or owing to unusual or unpredictable circumstances.

(2) In the cases referred to in paragraph 1 (b) and (c), the travel bureau shall be obliged to give promptly the consumer assistance.

#### § 741k

(1) If after the start of the package the travel bureau shall have failed to provide properly and timely the consumer with services or substantial part thereof or shall have found that it will not be able to provide the same even if undertaken to do so under the contract, it shall be obliged to take forthwith such action that the package may continue.

(2) If the package continuation cannot be ensured otherwise than through services of lower quality than those set out in the contract, the travel bureau shall be obliged to refund the consumer the price difference between the services offered and those provided.

(3) If services under paragraph 2 cannot be ensured or the consumer shall have not accepted them, the travel bureau shall be to refund forthwith the consumer the package price difference. In the event that also transport is part of the package, the travel bureau shall be

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obliged to provide the consumer with transport back to the point of departure or such other point of return as agreed by the consumer, including necessary substitution lodging and boarding. If transport shall have been effected by means of transport other than that agreed to in the contract, the travel bureau shall be obliged to

refund the price difference, if transport shall have been effected at lower costs,

pay the price difference from own funds, if transport shall have been effected at higher costs.

Art. III

This Act shall take effect 1 October 2001.

Rudolf Schuster s.m.

Jozef Migaš s.m.

Mikuláš Dzurinda s.m.