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Translator's note:

This is the document translated as Doc.No 24/95/1928. The document you requested (24/97/2323) starts on page 10 (*Package Tour Businesses Act* and two amending Acts). I am sending the whole document in case you need to refer to the *Package Tours Act*.

No 1079

Package Tours Act

Helsinki, 28 November 1994

In accordance with the Resolution of Parliament it is hereby decreed:

**Chapter 1
General provisions****§ 1
Scope**

This Act shall apply to the marketing of and contracts governing package tours where

- 1) the tour is offered by an operator who other than occasionally organises or arranges tourist services, and
- 2) the tour lasts more than 24 hours or includes an overnight stay.

**§ 2
Package tour**

For the purposes of this Act, a *package tour* means a prearranged combination of services offered at an inclusive price and consisting of at least

- 1) transport and accommodation, or
- 2) transport or accommodation plus another tourist service which is essential with regard to the whole package. Such services do not include those connected with transport or accommodation, such as arrangements for meals, leisure activities or meetings or other similar services which do not have a significant effect on the contents or price of the package.

A combination as referred to in the first paragraph is regarded as being prearranged if an operator has planned or put it together or if, when the contract is concluded, combinations can be made up of alternative parts that an operator has planned in advance. A combination is regarded as a package tour even if its different parts are priced or invoiced separately.

Accommodation as referred to in 1) above does not include accommodation in a vehicle used for transport.

**§ 3
Other definitions**

For the purposes of this Act, a *tour organiser* means someone who plans and runs package tours and who offers them either himself or through another operator.

A *traveller* means someone who has concluded a contract for a package tour with a tour organiser or with an agent or who is entitled to take part in the tour on the basis of a contract with some other person or an association formed with the tour organiser or agent.

§ 4

Binding nature of the provisions

Conditions of contract which diverge from this Act to the detriment of the traveller are invalid, unless otherwise stipulated below.

§ 5

Agent's responsibility

An operator who has arranged a package tour is responsible in the same way as the tour organiser for giving information to the traveller or for fulfilling the contract. This responsibility lapses, however, if the agent acts on behalf of an organiser who has a place of business in Finland and if, when he entered into the contract, the traveller was aware of this and of how it affects his rights.

When in accordance with this Act the traveller has to inform the tour organiser of certain circumstances, he can leave this to the agent.

Chapter 2**Information to be given in connection with marketing
and on conclusion and amendment of contracts**

§ 6

Travel brochure

If a brochure is made available to travellers, it shall contain the general conditions applicable to the contract and the information essential for the tour.

The conditions of contract and the other information in the brochure are binding on the tour organiser.

The conditions and other information may, however, be amended if in his brochure the organiser has reserved the right to make changes and if he has informed the traveller of the change in good time before the contract has been concluded or if the parties have subsequently agreed on the change.

Further regulations on the compilation of brochures and on the conditions of contract and other information to be given in them may be promulgated by decree.

§ 7

Information to be given before a contract is concluded

Before a contract is concluded, the tour organiser shall give the traveller information about the contents of the package, travel documents needed, health regulations concerning the journey and the stay, and the conditions applicable to the contract. A copy of the conditions of contract shall be given to the traveller in writing, if they have not been published in a brochure to which he has access.

If a contract is concluded immediately before travel and it would therefore be unduly difficult to give a written copy of the conditions of contract, the relevant information may be given to the traveller in any other appropriate way.

Further regulations about the information to be given to the traveller before the contract is concluded may be promulgated by decree.

§ 8

Other information to be given before departure

In good time prior to departure the tour organiser shall give the traveller information about the transport arrangements and timetable. In addition, the traveller shall be given other necessary information, such as instructions about what to do in the event of illness, accident or any other similar occurrence.

Further regulations about the information to be given to the traveller before departure may be promulgated by decree.

§ 9

Conclusion of contracts for package tours abroad

If the booking applies to a package tour abroad that is offered to the general public, the contract is not binding on the traveller until he pays the price of the package or the part of the price decided by the tour organiser. If the price or the part thereof has not been paid by the time stipulated by the tour organiser, the booking is cancelled. This provision does not apply, however, if the conclusion of the contract has been otherwise agreed in writing.

§ 10

Transfer of a package tour contract

The traveller is entitled to transfer his rights under the contract to a person who fulfils any conditions that might be laid down for taking part in the tour. The tour organiser shall be informed about the transfer at the latest 48 hours before departure.

The tour organiser is entitled to reasonable compensation for any measures he has to take as a result of the transfer. The transferor and the acquirer of his rights are jointly liable for the cost of the package and any compensation that might have to be paid to the organiser.

§ 11

Tour organiser's right to cancel the tour on the grounds of too few participants

The tour organiser is entitled to cancel the tour on the grounds of too few participants only if he has stated in the brochure or conditions of contract that organisation of the tour is contingent on the number of participants. He shall also specify the time by which notice of cancellation will be given.

When the tour organiser cancels the tour, he shall without delay refund the traveller, if the latter is not offered an alternative tour in accordance with § 13. The organiser shall also compensate the traveller for any expenditure directly relating to the tour and which was rendered unnecessary by the cancellation.

§ 12

Tour organiser's right to cancel the tour and other arrangements on the grounds of an insurmountable impediment

The tour organiser is entitled to cancel the tour if his ability to run the tour in the agreed way has been severely impaired after the conclusion of the contract as a result of an act of war, natural disaster, strike or similar situations in or near the destination or if as a result of any other unexpected circumstance the tour cannot be run without endangering the traveller's life or health.

The traveller shall be informed immediately of the cancellation of a tour. The tour organiser shall without delay refund the payments the traveller has made, if the traveller is not offered an alternative tour in accordance with § 13.

If one of the situations referred to in the first paragraph arises during the tour, the organiser is entitled to break off the tour and to make other necessary changes to the programme. After the tour the organiser shall without delay refund to the traveller the part of the tour price corresponding to the services not rendered.

§ 13

Alternative tour after cancellation

If the organiser cancels the tour, the traveller may demand a new, similar tour at the price he has paid for the original tour. The organiser may, however, refuse to offer an alternative tour if it would give rise to unreasonable cost or inconvenience.

If the organiser and the traveller agree on an alternative tour whose price is lower than that of the original

tour or which does not include the services originally agreed on, the traveller shall be refunded the price difference or that part of the price corresponding to the missing services.

§ 14

Price changes

In the conditions of contract the tour organiser may reserve the right to increase the price after conclusion of the contract if he undertakes also to reduce the price for similar reasons. The price may be increased only on account of

- 1) changes in taxes or other government levies affecting the tour price,
- 2) changes in exchange rates determined by decision of the Bank of Finland or the Cabinet, or
- 3) changes in transport costs beyond the tour organiser's control or which he could not have taken into account when the contract was concluded.

A price increase may not be greater than the increase in costs. The price shall be reduced by at least the same amount as the reduction in costs. The tour organiser shall inform the traveller of the new price as quickly as possible.

The price may not be increased during the last 20 days before the agreed date of departure. The tour organiser is not obliged to reduce the price either during this period.

§ 15

Traveller's right to waive the contract

The traveller is entitled to waive the contract if

- 1) he has good reason to believe that as a result of one of the situations referred to in the first paragraph of § 12 the tour cannot be run in the agreed way or so as not to endanger his life or health,
- 2) the tour organiser increases the price substantially in accordance with § 14 or by virtue of the conditions of contract makes other important changes to the contract, or
- 3) the traveller has been affected by an unexpected and serious occurrence and it would be unreasonable to require him to take part in the tour; if the traveller dies before departure, his assignees have the right to waive the contract.

The tour organiser shall be informed without delay of the waiving of the contract. If the contract is waived in accordance with 3) above, a reliable explanation shall be given of the occurrence which has prevented the traveller taking part in the tour. The organiser shall without delay refund the payments the traveller has made.

If the contract is waived in accordance with 3) above, the organiser may obtain reasonable compensation for any measures he has to take as a result of the waiver.

Chapter 3

Tour organiser's obligations and consequences if he breaks the contract

§ 16

Obligation to provide assistance

If during the tour the traveller falls sick, has an accident, is the victim of a crime or suffers any other damage, the tour organiser shall help him to receive health care, to return home early or to investigate the crime and take any other necessary measures.

If a situation as referred to in the first paragraph of § 12 arises during the tour, the organiser shall help the traveller in an appropriate way and as far as possible try to limit the damage or inconvenience caused to the traveller.

§ 17

Defective performance on the part of the tour organiser

The tour organiser's performance is defective if

- 1) as regards services or other arrangements the tour does not correspond to what can be considered as having been agreed,
- 2) the tour organiser has neglected to give the traveller the information mentioned in §§ 6, 7 or 8 and this can be assumed to have influenced the traveller's decision, or
- 3) the tour organiser has neglected his obligation to help the traveller in accordance with § 16.

However, changes which are slight in relation to the whole package or shortcomings in the arrangements which in view of the tour's destination or nature the traveller could reasonably have expected shall not be regarded as defective performance.

§ 18

Complaints

The traveller may not adduce defective performance if he does not inform the tour organiser about it within a reasonable length of time after he has or should have noticed it.

Notwithstanding the first paragraph, the traveller may adduce defective performance if the tour organiser or any other operator whom the organiser has used in performing the contract has acted in a grossly negligent manner or in bad faith.

§ 19

Rectification of defective performance

The tour organiser shall rectify the defect without delay at his own expense. He may, however, refuse to rectify the defect if this would give rise to unreasonable expense or inconvenience.

If the organiser offers to rectify the defect in accordance with the first paragraph but this would cause the traveller considerable inconvenience, the latter may refuse to have the defect rectified.

§ 20

Price reduction

If the defect has not been rectified without delay at the tour organiser's expense or if it cannot be rectified, the traveller is entitled to a price reduction commensurate with the scale of the defect.

§ 21

Cancellation of the contract

The traveller has the right to cancel the contract before the tour if the organiser makes significant changes to the conditions of contract, the tour programme or other arrangements or if the traveller otherwise has valid grounds for assuming that there will be substantial defects in the organiser's performance of the contract.

The traveller has the right to cancel the contract during or after the tour if the running of the tour proves to be so defective that it does not fulfil its original purpose. If the traveller has derived benefit from the tour organiser's services, he shall pay the organiser appropriate compensation.

If the traveller cancels the contract during the tour, the tour organiser shall if necessary arrange at his own expense transport home for the traveller. The transport shall be arranged to the place of departure or to an agreed place with a means of transport corresponding to that originally agreed.

§ 22

Replacement tour as an alternative to cancellation

If the traveller has the right to cancel the contract, he may as an alternative demand a new, similar tour from the organiser at the price he has paid for the original tour. If the contract has been cancelled during or after the tour, the organiser may, however, deduct compensation from the alternative tour's price in accordance with the second paragraph of § 21. Otherwise, § 13 applies *mutatis mutandis*.

§ 23

Damages

The traveller is entitled to compensation for any damage to his person, possessions or property caused by defective performance on the part of the tour organiser due to his negligence or that of any other operator he uses in performing the contract. To avoid having to pay compensation, the organiser must prove that there was no negligence on his part.

The traveller is also entitled on the grounds mentioned in the first paragraph to receive compensation for not being able to use his luggage because of a delay in sending it, if it can be considered that, in view of the length of the delay or other circumstances, the traveller is caused inconvenience.

§ 24

Determination of liability for damages in certain cases

Notwithstanding § 23, the tour organiser may lay down in the conditions of contract that his liability for damages relating to transport shall be determined in accordance with the relevant provisions of the Sea Transport Act (674/94), the Air Transport Act (289/37), the Air Transport Contracts Act (45/77) or the Air Transport Act (387/86) or the provisions of international rail transport conventions (COTIF; FördrS 5/85).

§ 25

Limitation of liability for damages and reduction of damages

If the package tour is purchased primarily for other than private purposes, the organiser may in the conditions of contract limit his liability for damage to possessions or property. Such limitation may not be unreasonable for the traveller.

The damages may be adjusted if they are unreasonable in view of the traveller's possible contribution or the organiser's ability to foresee or prevent the damage or any other inconvenience.

Chapter 4
Entry into force

§ 26
Entry into force

This Act enters into force on 1 July 1995.
It shall apply to contracts concluded after it enters into force.

Helsinki, 28 November 1994

President of the Republic

Martti Ahtisaari

Minister of Justice *Anneli Jäätteenmäki*