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*Extract from Greek Government Gazette No 225/A
of 11 September 1996*

Presidential Decree 339
on package travel, transposing Directive 90/314 (OJ No L 158 p. 59) on package
travel, package holidays and package tours

THE PRESIDENT OF THE HELLENIC REPUBLIC

Having regard to:

(Standard preamble to Greek Presidential Decrees – not translated)

.....

HAS DECIDED AS FOLLOWS

**Article 1
Objective**

The purpose of this Presidential Decree is to bring Greek law into line with the provisions of Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours (OJ No L 158/59 of 13 June 1990). The provisions of this Presidential Decree are applicable to package travel, package holidays and package tours sold or offered for sale on the territory of the European Union or the European Free Trade Area, except for Switzerland.

**Article 2
Definitions**

For the purposes of this Presidential Decree:

1. "Package" means the pre-arranged combination of not fewer than two of the following, namely transport, accommodation, other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package, when the service covers a period of more than 24 hours or includes overnight accommodation when sold or offered for sale at an inclusive price. When various components of a given package are billed separately, this shall also be considered as a package.
2. "Organiser" means the *natural or legal* person who *by way of trade*, organises packages and sells them or offers them for sale, whether directly or through a retailer.
3. "Retailer" means the *natural or legal* person who sells or offers for sale the package put together by the organiser.

4. "Consumer" means the person who takes or agrees to take the package ("the principal contractor"), or any person on whose behalf the principal contractor agrees to purchase the package ("the other beneficiaries") or any person to whom the principal contractor or any of the other beneficiaries transfers the package ("the transferee").
5. "Contract" means the agreement linking the consumer to the organiser and/or the retailer.

Article 3 Information and advertising

- ✓ 1. Any descriptive matter concerning a package and supplied *prior to the conclusion of the contract* by the organiser or the retailer to the consumer, the price of the package and any other conditions applying to the contract must not contain any misleading information.
- ✓ 2. When a brochure is made available to the consumer, it shall indicate in a legible, comprehensible and accurate manner both the price and adequate information concerning:
 - (a) the destination and the means, characteristics and categories of transport used;
 - (b) the type of accommodation, its location, category or degree of comfort and its main features, its approval and tourist classification in accordance with the legislation in force
 - (c) the meal plan;
 - (d) the itinerary;
 - (e) general information on passport and visa requirements in accordance with the legislation in force and health formalities required for the journey and the stay;
 - f) either the monetary amount or the percentage of the price which is to be paid on account, and the timetable for payment of the balance;
 - g) whether a minimum number of persons is required for the package to take place and, if so, the deadline for informing the consumer in the event of cancellation.
- ✓ 3. The particulars contained in the brochure are binding on the organiser or retailer unless changes in such particulars have been clearly communicated to the consumer
 - a) *in writing or in any other readily understandable manner* and before conclusion of the contract; *any possible changes to the programme must be expressly provided for in the contract;*
 - (b) changes are made later following an agreement between the parties to the contract.
- ✓ 4. *The advertising brochure must expressly mention the above-mentioned obligations incumbent on the organiser or retailer, together with the relevant exemptions.*

Article 4

The contract

✓ 1.(a) The organiser and/or the retailer shall provide the consumer, in writing or any other appropriate form, before the contract is concluded, with general information on passport and visa requirements and in particular on the periods for obtaining them, as well as with information on the health formalities required for the journey and the stay.

✓ (b) the organiser and/or retailer shall also provide the consumer, in writing or any other appropriate form, with the following information in good time before the start of the journey: the times and places of intermediate stops and transport connections as well as details of the place to be occupied by the traveller ... the name, address and telephone number of the organiser's and/or retailer's local representative or failing that, of local agencies on whose assistance a consumer in difficulty could call.

Where no such representatives or agencies exist *at all*, the consumer must in any case be provided with an emergency telephone number or any information that will enable him to contact the organiser and/or the retailer.

In the case of journeys by minors *at home or abroad*, information enabling direct contact to be established with the child or the person responsible at the child's place of stay *must be provided to the person acting on behalf of the child*.

Organisers and/or retailers shall inform the consumer, prior to conclusion of the contract, about their obligation to provide security within the meaning of Article 5 and 7 of this Presidential Decree to cover the risk of non-performance or improper performance of the contract on their part, as well as the risk of bankruptcy.

The organiser and/or retailer shall also provide the consumer with information on the optional conclusion of an insurance policy to cover the cost of cancellation by the consumer in the event of accident or illness.

2. *When drawing up the contract the following principles must be respected:*

(a) depending on the particular package, the contract shall contain at least the following particulars:

- ✓ • the travel destination(s) and, where periods of stay are involved, the relevant periods with dates, *times and points of departure and return*
- ✓ • the means, characteristics and categories of transport to be used, the dates, times and points of departure and return *and the number of kilometres travelled daily;*
- ✓ • where the package includes *overnight stays, detailed information must be provided on the accommodation, its category, operating permit, location, its tourist category or degree of comfort, its main features, its compliance with the rules of the host Member State concerned and the meal plan and the other services offered.*

Wherever, in accordance with the legislation of the host Member State, tourist accommodation must have an operating permit or other official permit, it must be expressly stated that such a permit exists.

- ✓ 2. Whether a minimum number of persons is required for the package to take place and, if so, the deadline for informing the consumer in the event of cancellation;
 - ✓ 3. the itinerary;
 - ✓ 4. visits, excursions or other services which are included in the total price agreed for the package;
 - ✓ 5. the name and address of the organiser, the retailer and the insurers, *the number of the insurance policy and the amount of insurance cover and the existence of the other guarantees referred to in Articles 5 and 7 of this Presidential Decree*;
 - ✓ 6. the price of the package, an indication of the possibility of price revisions under Article 4(4) and an indication of any due taxes or fees chargeable for certain services (landing, embarkation or disembarkation fees at ports and airports, tourist taxes) when such costs are not included in the package;
 - ✓ 7. the payment schedule and method of payment;
 - ✓ 8. special requirements which the consumer has communicated to the organiser or retailer when making the booking, and which both have accepted;
 - ✓ 9. periods within which the consumer must make any complaint concerning failure to perform or improper performance of the contract.
- (b) *The contract shall be in writing and the consumer shall be provided with a copy, with acknowledgement of receipt, before the conclusion of the contract, so that he can familiarize himself with the terms it contains in good time. This obligation shall not preclude the belated conclusion of last-minute reservations or contracts.*
3. Where the consumer is prevented from proceeding with the package, he may transfer his booking, having first given the organiser or retailer notice of his intention *five working days before his departure*, to a person who satisfies all the conditions applicable to the package. *In the case of maritime journeys, the above-mentioned period for giving notice shall be raised to 10 days.*
The transferor of the package and the transferee shall be jointly and separately liable to the organiser or retailer party to the contract for payment of the balance due and for any additional costs arising from such transfer.
- ✓ 4. (a) The prices laid down in the contract shall not be subject to revision, unless the contract expressly provides for the possibility of upward or downward revision and states precisely how the revised price is to be calculated, and solely to allow for variations in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for certain services such as landing taxes or embarkation or disembarkation fees at ports and airports, and the exchange rates applied to the particular package.
- ✓ (b) During the 20 days prior to the departure date stipulated, the price stated in the contract shall not be increased.
- ✓ 5. If the organiser finds that before the departure he is constrained to alter significantly any of the essential terms, such as the price, he shall notify the consumer as quickly as possible, who shall be entitled:
- either to withdraw from the contract without penalty,
 - or to accept a rider to the contract specifying the alterations made and their impact on the price.

✓ The consumer shall inform the organiser or the retailer of his decision as soon as possible.

6 If the consumer withdraws from the contract pursuant to paragraph 5 of this Article or if, for whatever cause, other than the fault of the consumer, the organiser cancels the package before the agreed date of departure, the consumer shall be entitled:

- ✓ • either to take a substitute package of equivalent or higher quality where the organiser and/or retailer is able to offer his such a substitute. If, however, the replacement package offered is of lower quality, the organiser shall refund the difference in price to the consumer;
- ✓ • or to be repaid as soon as possible all sums paid by him under the contract.

In the above cases, the consumer shall be entitled, if appropriate, to be compensated by either the organiser or the retailer for non-performance of the contract, in accordance with the legislation in force, except where:

- ✓ • cancellation is on the grounds that the number of persons enrolled for the package is less than the minimum number required and the consumer is informed of the cancellation, in writing, within the period indicated in the package description;
- ✓ • cancellation, excluding over booking, is for reasons of *force majeure*, i.e. unusual and unforeseeable circumstances beyond the control of the party by whom it is pleaded, the consequences of which could not have been avoided even if all due care had been exercised.

✓ 7. Where, after departure, a significant proportion of the services contracted for is not provided ^{or} are the organiser perceives that he will be unable to procure a significant proportion of the services to be provided, the organiser shall make suitable alternative arrangements, at no extra cost to the consumer, for the continuation of the package and compensate the consumer. *The level of the compensation shall be determined* by the difference between the services offered and those supplied.

If it is impossible to make such arrangements or these are not accepted by the consumer for good reasons, the organiser 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 the consumer, in accordance with the legislation in force.

Article 5 Contractual liability

- ✓ 1. The organiser and/or retailer party to the contract, as defined in Article 2(5), shall be liable to the consumer for the proper performance of the obligations arising from the contract, irrespective of whether such obligations are to be performed by that organiser and/or retailer or by other suppliers of services without prejudice to the right of the organiser and/or retailer to pursue those others suppliers of services.

- ✓ 2.(a) With regard to the damage resulting for the consumer from the failure to perform or the improper performance of the contract, the organiser and/or retailer shall be liable, unless such a failure to perform or improper performance is attributable neither to any fault of theirs nor to that of another supplier of services, because:
- the failure which occur in the performance of the contract are attributable to the consumer;
 - such failures are attributable to a third party unconnected with the provision of services contracted for, and are unforeseeable or unavoidable;
 - such failures are due to a case of *force majeure* such as that defined in Article 4(6), or to an event which the organiser and/or retailer are the supplier of services, even with all due care could not foresee or forestall.
- ✓ (b) In the cases referred to in the second and third indents, the organiser and/or retailer party to the contract shall be required to give prompt assistance to a consumer in difficulty.
- ✓ (c) In the matter of damages arising from the non-performance or improper performance of the services involved in the package, compensation shall be limited in accordance with the provisions on liability in the international agreements of which bind the country and govern such services.
- ✓ (d) *likewise, reasonable limitation of the amount of compensation may be provided for in the contract* in the matter of damage other than personal injury resulting from the non-performance or improper performance of the services involved in the package.
- ✓ 3. Without prejudice to the fourth subparagraph of paragraph 2, there may be no exclusion by means of a contractual clause in respect of the other provisions of this Article.
- ✓ 4. The consumer must communicate any failure in the performance of a contract which he perceives on the spot to the supplier of the services concerned and to the organiser and/or retailer in writing at the earliest opportunity.
This obligation must be stated clearly and explicitly in the contract.
- 5.(a) *Natural and legal persons who provide package services must possess the relevant permits provided for by law, specifically:*
- 1) *Tourist agencies dealing in general and domestic tourism must possess the operating permit specified in Articles 3 and 4 of Act 393/76 (GGG, Volume 199, Section A), on the establishment and operation of tourist agencies.*
 - 2) *Chartering brokers must possess the operating permit specified in Article 4(2) of Act 438/76 (GGG, 256/A) on tourist vessels and yachts and customs and excise rules applicable on board vessels and pleasure boats as amended by Article 2(3) and (4) and Articles 3 and 4 of Decision 531353/129 of 2 July 1977 by the Ministers of the Presidency and the Merchant Marine.*
 - 3) *Tourist accommodations, including hotels, must possess the operating permits referred to in Article 3(3) of Act 2160/93 (GGG, 118/A).*
 - 4) *Maritime passenger transport companies must satisfy all the requirements of the legislation in force in regard to passenger ships and cruisers.*
- (b) *The organisers and/or retailers of the packages referred to in paragraph 5a(1)(2) and (3) of this Article must purchase an insurance policy to cover civil, and*

professional liability resulting from acts of commission or omission in the course of business, from an insurance company established in Greece or in another Member State of the European Communities. This policy shall cover possible consumer claims in respect of non-performance or improper performance of the package contract, as defined in this Decree.

Tourist agencies that are already operating shall also be obliged to meet these obligations in so far they organise or sell packages.

Article 6

Obligation to provide explanations

The organiser and/or retailer or his local representative, if there is one, shall, in the event of a written complaint and when called on by the supervisory authorities, be in a position to provide explanations and to show that he endeavoured to find appropriate solutions, in accordance with the provisions of this Presidential Decree. The supervisory authority for organisers/retailers coming within the remit of paragraph 5(a)(1), (2), (3) of Article 5 shall the Greek Tourist Organisation (EOT), while for persons coming within the remit of subsection 4 it shall be the Ministry of the Merchant Marine (YEN).

Article 7

Insolvency

1. *In addition to other claims, the insurance policy defined in Article 5(5) shall, in the event of insolvency, include the obligation to refund the money paid over and to repatriate the consumer.*
2. *In respect of insolvency, the insurance policy must specify the way in which the repatriation funds shall be paid immediately.*
3. *The risks referred to in this Article and the corresponding consumer claims may alternatively be covered by bank guarantees. If the organiser or retailer of the package is a tourist agency, coverage of the risks referred to in paragraph 1 of this Article may alternatively be provided under a special joint fund, instead of by an insurance policy or in the form of bank guarantees.*

Article 8

Penalties

Infringements of the provisions of this Presidential Decree shall be subject to the following administrative sanctions:

- a) *the provisions of Articles 11 and 12 of Act 393/76 (GGG volume 199/A), in the case of tourist agencies.*
- b) *in the case of chartering brokers, the provisions of Joint Decision of the Ministers of the Presidency and Merchant Marine No 53153, Special Edition 129 of 2 July 1977*
- c) *for hotels, the provisions of Article 4 of Act 2160/93 (GGG, volume 118/A).*
- d) *in the case of maritime passenger transport companies, the responsible port authorities shall impose the penalties provided for in Article 157(1)(a) of Act 1877/3 on the public maritime law code (GGG 261/A) in the form of fines in the amount provided for in the various Presidential Decrees issued under Article 272*

of the Maritime Code. Paragraph 1(c) and paragraph 2 of Article 157 of the Maritime Code shall apply to the above fines mutatis mutandis, in respect of which Article 1 of Decree-Law 471/70 (GGG, volume 57/A) also applies.

Article 9

This Presidential Decree shall enter into effect on publication in the Greek Government Gazette. The Minister for Development and the Minister for Merchant Marine shall be responsible for publishing and implementing this Decree.

Athens, 5 September 1996

(Signatures)

Translator's note:

The text of the Presidential Decree is almost identical to that of the package tours directive. For your convenience, I have italicised any passages which differ non-trivially from the text of the directive.

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