

Legal Literature

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Directive Articles

Package Travel Directive, [Article 3, 2.](#) Package Travel Directive, [Article 3, 2., \(e\)](#) Package Travel Directive, [Article 3, 2.](#) Package Travel Directive, [Article 3, 2., -](#) Package Travel Directive, [Article 3, 2., -](#) Package Travel Directive, [Article 4, 1., \(a\)](#) Package Travel Directive, [Article 4, 4., \(a\)](#) Package Travel Directive, [Article 4, 4., \(a\), -](#) Package Travel Directive, [Article 4, 4., \(a\), -](#) Package Travel Directive, [Article 4, 4., \(a\), -](#) Package Travel Directive, [Article 4, 4., \(b\)](#) Package Travel Directive, [Article 5, 2.](#) Package Travel Directive, [Article 5, 4.](#)

Headnote

The legal protection reserved for the consumers of travel services deserves a detailed explanation, focused on the numerous particularities of contracts concluded by professional agencies and consumers. The travel agencies' duty of informing the consumers on the essential aspects of the contractual object, as well as the legal period of revoking consumer's consent and the contractual formalism applicable to contracts concerning travel services concluded by consumers, represent the cornerstones of the legal protection allocated to consumers; additionally, the legal sanctions and limits concerning the travel agencies' possibility of increasing the prices present an equal importance in the economy of the mentioned contracts.

As opposed to the common contractual duties, the effects of contracts concerning travel services concluded by consumers are subject to a reversed rule as to the contractual force of preparatory advertising documents, which in this case represent a part of the agency's offer, despite their apparent advertising character. Another salient particularity of the analysed contract resides in the compulsory character of a consumer's duty to act with a view to diminishing the potential harm resulting from the agency's incapacity of executing one or more of the assumed contractual duties.

The consumer enjoys a legal right to retract his or her prior consent to the travel services during the entire period of the pre-travelling contractual effects; on the other hand, the agency's augmentation of prices by more than 10 % of the initial value justifies the consumer's right of consent withdrawal.

General Note

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