

**Neapolis University**

**HEPHAESTUS Repository**

<http://hephaestus.nup.ac.cy>

---

School of Law and Social Sciences

Book chapters

---

2022-08-25

# Package Travel Contract

Kardoulia, Evanthia

Edward Elgar Publishing

---

<http://hdl.handle.net/11728/12377>

*Downloaded from HEPHAESTUS Repository, Neapolis University institutional repository*

## Package Travel Contract

Package travel represents a significant part of the travel market. In November 2015, ‘Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements’ (hereinafter PTD) was adopted. This repealed ‘Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours’. The new Directive defines the concept of package travel contract as ‘a contract on the package as a whole or, if the package is provided under separate contracts, all contracts covering travel services included in the package’ (Article 3(3) PTD).

Under the previous legal framework governing package travel, Article 2(5) of Directive 90/314/EEC provided the definition for contract (‘contract means the agreement linking the consumer to the organiser and/or the retailer’) (Kardoulia, 2017, p. 40). The term package travel contract was used in only a few parts of the former Directive (Kardoulia and Tassikas, 2021, p. 53); conversely, in the PTD, package travel contract superseded the general term contract (Kardoulia, 2021, pp. 23–4). The definition under Article 3(3) PTD establishes the principle that subdividing the tourist trip into various contracts does not jeopardize the integrity of the travel contract.

While the new phrasing makes use of the word travel, it involves tourism nonetheless (Franceschelli and Torres, 2020, p. 120). Package travel contract is a broad designation for a tourist contract that includes any possible combination of travel services. There should be no difference between the combination of travel services prior to any contact with the traveller or at the request of the traveller or in accordance with their selection.

The PTD favours the term travel contract, rather than the customary term tourist contract, on principled grounds. The evolution in terminology is an evolution in substance within the process of unifying the rules on package travel among EU Member States. It is not only a question of form but also of substance, since the regulation of contract goes beyond the ‘*causa turismi*’ that characterizes a tourist contract, at least regarding the PTD; the *causa* of a tourist contract may be described as a traveller’s ‘tourist purposes’ (Franceschelli, 2017, p. 31).

The package travel contract is founded on the concept of package. According to Article 3(2) PTD, “package” means a combination of at least two different types of travel services for the purpose of the same trip or holiday, if: (a) those services are combined by one trader, including at the request of or in accordance with the selection of the traveller, before a single contract on all services is concluded; or (b) irrespective of whether separate contracts are concluded with individual travel service providers, those services are: (i) purchased from a single point of sale and those services have been selected before the traveller agrees to pay; (ii) offered, sold or charged at an inclusive or total price; (iii) advertised or sold under the term *package* or under a similar term; (iv) combined after the conclusion of a contract by which a trader entitles the traveller to choose among a selection of different types of travel services; or (v) purchased from separate traders through linked online booking processes where the traveller’s name, payment details and e-mail address are transmitted from the trader with whom the first contract is concluded to another trader or traders and a contract with the latter trader or traders is concluded at the latest 24 hours after the confirmation of the booking of the first travel service’.

Other transactions may also qualify as a package; specifically, ‘it should also be clarified that travel services combined after the conclusion of a contract by which a trader entitles a traveller to choose among a selection of different types of travel services, such as in the case of a package travel gift box, constitute a package. Moreover, a combination of travel services should be considered to be a package where the traveller’s name, payment details and e-mail address are transmitted between the traders and where another contract is concluded at the latest 24 hours after the booking of the first travel service is confirmed’ (Recital 11 of the Preamble of the PTD).

Melgosa Arcos (2020) provides a general outline of package travel by putting the spotlight on the end user of the travel services. Given the multitude of possible combinations of said services into a single product, a package can be construed as anything that ‘travellers normally associate with such kind of travel’ (p. 66). Importantly, responsibility for the proper execution of this composite product lies with the organizer. In the box are real-life scenarios under which a combination of travel