THE PARADIGM OF THE LIABILITY OF THE TRAVEL AGENCY FOR IN THE PACKAGE TRAVEL CONTRACT

Angela MIFF[*]
Rodica Diana APAN[**]

Abstract

The study aims to highlight relevant issues regarding incidents that may occur in carrying out the contractual relationships arising from the package travel contract, such as the transfer, termination or, as the case may be, the cancellation of the contract, which impacts the performance of this contract and also puts in the picture the possibility of attaching legal liability. In the context of Government Ordinance no.2 / 2018, the information obligation is placed emphasis on, as being an essential duty that is incumbent on the contracting parties within the set of rights and obligations that form a significant part of the content of the contract.[***]

Key Words*: travel services, traveller, contract, information obligation, organizing travel agency.*
JEL Classification: [K22]

1. Introduction

The theme of package travel contracts and the rights of tourists within the specific regulatory framework of these contracts has been our constant concern reflected in two of our recent studies, focused on guaranteeing the traveller against the insolvency of the organizing travel agency and on valences of the information obligation under the package travel contract published within the same review. We continue our pursuit, this time with the theme liability of the travel agency for in the package travel contract, liability for failure or improper performance of the package travel contract, as well as liability for the consequences suffered by the tourist, in case of transfer or termination of the contract.

[*]Lecturer, PhD, Faculty of Economic Sciences and Business Administration, „Babeş-Bolyai" University Cluj-Napoca.

[**] Assoc. prof., PhD, Christian University "Dimitrie Cantemir" Bucharest, Faculty of Law Cluj-Napoca.

[***] The present article is part of the research project "Guide to the legal regime of foreign investments in Romania – Doing business in Romania" that is carried out during the university years 2014-2019 within the "Dimitrie Cantemir" Christian University of Bucharest, Faculty of Law, Cluj-Napoca.

2. Transfer of the package travel contract

The traveller whom for various reasons cannot participate in the trip has the possibility to transfer the contract to a third party who meets all the conditions applicable to that contract, art. 13 of G.O. no.107/1999.

The special legal framework for the assignment of this contract is completed, to the extent that it is compatible, with the legal provisions on the assignment of contracts under common law. The assignment of the contracts is provided by Article 1315 - Article 1320, Chapter I, Book V of the Civil Code.

The assignment can only be done by fulfilling the obligation to inform of the travel agency signing the contract. The obligation to inform can be found in various approaches and is treated by the doctrine in Goicovici (Goicovici, 2011) and in Apan & Miff (Apan & Miff, 2019). Therefore, the notification of the travel agency is compulsory both under the terms of the special rule and of the provisions of the common law. Under Article 1317 (1) of the Civil Code, the assignment takes effect from the moment when the substitution is notified to the other party or, as the case may be, from the moment it is accepted.

In the context of art. 10 of G.O. no. 2/2018, the assignment of the contract is regulated as the transfer of the contract to another traveller – person who satisfies all the conditions applicable to that contract.

The transfer of the package travel contract is, according to the special regulation, conditional upon the notice given to the organizer, within a term deemed to be reasonable, on durable medium and before the start of the contract. In this matter, the term *reasonable* is defined by art. 10 para. 1 of the legal text, the notification being deemed to be reasonable if it was transmitted at least seven days before the start of the package. *Start of the package* means the beginning of the performance of travel services included in the package, according to art. 3, pt. 9.

The obligation to provide information on the transfer is bilateral since it is not incumbent only on the transferor traveller, but the organizing travel agency also has the duty to communicate the actual costs of the transfer, in particular the actual costs incurred by the agency and proven by it.

The traveller and the organizer shall be *jointly liable* for the payment of the balance due and for any additional fees, charges or other costs arising from the transfer.

The same legislative solution is also provided by art. 10 para. 2 of the current regulation for the joint liability of the transferor and the transferee for the payment of the balance and of all commissions, tariffs and other additional costs generated by the transfer.

3. Termination of the package travel contract

3.1. Termination of the contract

Art. 13 of G.O. no. 2/2018, stipulates the conditions for the termination of the package travel contract and the right of withdrawal before the start of the package.

The traveller may terminate the package travel contract at any time before the start of the package, being required to pay an appropriate and justifiable termination fee to the organizer, however, the package travel contract may specify reasonable standardized termination fees. In the absence of standardized termination fees, the amount of the termination fee shall correspond to the price of the package minus the cost savings and income from alternative deployment of the travel services. At the traveller's request the organizer shall provide a justification for the amount of the termination fees.

In *exceptional situations,* the traveller shall have the right to terminate the package travel contract before the start of the package *without paying any termination fee* in the event of ”unavoidable and extraordinary circumstances” occurring at the place of destination or its immediate vicinity and significantly affecting the performance of the package, or which significantly affect the carriage of passengers to the destination. In this event, the traveller shall be entitled to a full refund of any payments made for the package, but shall not be entitled to additional compensation.

The organizing travel agency may terminate the package travel contract and provide the traveller with a full refund of any payments made for the package, without being liable for additional compensation, if: a) the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organizer notifies the traveller of the termination of the contract within the period fixed in the contract, but not later than 20 days before the start of the package in the case of trips lasting more than six days, seven days before the start of the package in the case of trips lasting between two and six days, 48 hours before the start of the package in the case of trips lasting less than two days; b) the organizer *is prevented from performing the contract* because of *unavoidable and extraordinary circumstances* and notifies the traveller of the termination of the contract *without undue delay* before the start of the package. Refunds or reimbursements shall be made to the traveller without undue delay and ”in any event not later than 14 days after the package travel contract is terminated.”

In case of modification of one of the essential clauses of the contract, at the initiative of the tourism agency, under the conditions of art. 15 of G.O. no. 107/1999, currently repealed, namely, if the agency fulfils the obligation to inform at least 15 days before the departure of the tourist, it has *a right of option* which it can exercise - within 5 days from the date of receiving the notification - either to *terminate the contract* without penalty, or to *accept the new contractual terms*.

Acceptance of the new contractual terms means agreement of the parties regarding the modification of the contract and its execution under the stipulated conditions. Termination of the contract has the effect of terminating the contract with effects for the future *ex nunc*.

3.2. Contract cancellation

The traveller may cancel the contract at any time, in whole or in part.

If the traveller cancels the contract for a reason attributable to him/her, he/she must compensate the travel agency for the damage caused as a result of the termination, and the *compensation* can be *as high as the price of the tourist trip, according to* art. 17 of G.O. no. 107/1999, currently repealed. *Per a contrario*, compensation may be less than the maximum legal limit if the parties so agree. In practice, however, it is unlikely that the travel agency will sign a contract accepting that the amount of compensation payable by the tourist for the benefit of the agency is less than the maximum legal limit, that is, the price of the trip.

Cancellation of the contract may take place, as the case may be, at the initiative of the tourist if the travel agency modifies the essential clauses of the contract or if the travel agency cancels the tourist trip before the departure date.

In the aforementioned cases, the tourist is entitled to accept at the same price another package of equivalent or superior quality of tourism services proposed by the travel agency or to accept a package of lower quality proposed by the travel agency with the immediate reimbursement of the difference in price or, as the case may be, immediate reimbursement of all the sums paid under the contract.

4. Performance of the package travel contract and responsibility for the failure to fulfil the contractual obligations

Art. 14 of G.O. no. 2/2018 contains regulations on the performance of the package travel contract and responsibility of the parties in relation to the contract, the correlative rights and obligations incumbent on the organizing and intermediary travel agency as well as on the traveller, these regulations are imperative but are not applicable to the disposition principle as discussed in Apan & Miff (2018 (2)).

(i) *The organizing travel agency* is highly responsible for the proper performance of package travel contract, irrespective of whether those services are to be performed solely by the organizer or by other travel service providers which are part of the package.

It is considered as an organizing travel agency in relation to the traveller, in terms of the content and performance of the contract, the *intermediary* travel agency on the territory of Romania which has contracted travel packages from an organizing travel agency that is not established in Romania.

In the case of legal liability for travel services that were not performed in accordance with the contract, the *intermediary* travel agency located on the national territory may refer to the organizing travel agency established in another EU Member State with which it has concluded the contract, having available in the procedural framework, the instrument of claim against the third party or, in another trial, action for redress, as the case may be. In that case, the traveller has the right to take legal action against either the intermediary travel agency or the organizing travel agency.

If one of the travel services *are not performed in accordance with the contract,* the travel agency has the *obligation to remedy the lack of conformity*, except for the cases when the lack of conformity is impossible to remedy (a), or

when the remedy entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected (b).

Where a *significant proportion of the package travel* services *cannot be provided* as agreed in the package travel contract, the organizer shall offer, at no extra cost to the traveller, ***suitable alternative arrangements*** or, where possible, equivalent or higher quality than those specified in the contract, for the continuation of the package. In the situation of switch of accommodation, it would be considered as suitable alternative arrangement to offer accommodation in the same location, or as nearest as possible to the initial accommodation.

Where the proposed alternative arrangements result in a *package of lower quality* than that specified in the package travel contract, the organizer shall grant the traveller *an appropriate price reduction.*

The organizer shall also provide *repatriation of the traveller with equivalent transport* without undue delay and at no extra cost to the traveller, where a lack of conformity substantially affects the performance of the package or where it is impossible to make alternative arrangements or the traveller rejects them.

At the same time, the organizer *shall bear the cost of necessary accommodation*, if possible of equivalent category, for a period ”not exceeding three nights per traveller” in situations where it is impossible to ensure the traveller's return as agreed in the package travel contract because of *unavoidable and extraordinary circumstances.* The phrase ”unavoidable and extraordinary circumstances” defined in art. 3, pt. 3 of G.O. no. 2/2018, designates ”a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken.”

In other words, the phrase ”unavoidable and extraordinary circumstances” mentioned to in the legal text refers to the concept of *force majeure* which is defined by the *common law regulation* in art. 1351, para. 2 of the Civil Code, as being *any external, unpredictable absolutely invincible and inevitable event.* We consider that the special regulation does mean the unforeseeable circumstances as they are defined by art. 1351, para. 3 of the Civil Code as being ”an event that cannot be foreseen nor prevented by the one called to answer if the event would not have occurred”.

According to para. 4 of the legal text "If, according to the law, the debtor is exonerated of contractual liability for an unforeseeable occurrence, he is also exonerated in case of force majeure", the legal text making the application of "a maiori ad minus". In the above context, limiting the liability of the organizing travel agency cannot be obtained as a result of invoking unavoidable and extraordinary circumstances if the carrier concerned cannot invoke such circumstances under EU law.

However, if the special legislation on travellers’ rights provides for longer periods applicable to the means of transport relevant to the return of the traveller, then the respective periods apply. Are extempted from the limitation of costs

persons with reduced mobility, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that the organizer has been notified of their particular needs at least 48 hours before the start of the package.

The travel agency which pays compensation or grants discounts or fulfils other obligations incumbent on it according to the legal context has a right to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations.

(ii) *The traveller may reject* the proposed alternative arrangements only if they are not comparable to what was agreed in the package travel contract or the price reduction granted is inadequate. However, where the lack of conformity substantially affects the performance of the package and the organizer has failed to remedy it within a reasonable period set by the traveller, the traveller may terminate the package travel contract without paying a termination fee and, where appropriate, request price reduction and/or compensation for damages, under art. 15 of G.O. no. 2/2018.

Moreover, the traveller is entitled to price reduction and/or compensation for damages without terminating the package travel contract, if it is impossible to make alternative arrangements or the traveller rejects them. Although the special regulation does not define the phrase "reasonable period", which is frequently used in the provisions of G.O. no. 2/2018, an indication for explaining the term of reasonable period can be found in art.1193, para.1 of the Civil Code, according to which "if the offer without acceptance period is addressed to a person that is not present, it has to be maintained for a reasonable period, depending on circumstances, in order for the recipient to receive it, analyze it and dispatch the acceptance". In other words, in contractual matter, the term *reasonable* defines the time necessary in practice to receive, analyze and dispatch acceptance by the recipient of an offer addressed to a person that is not present.

Similarly, the *traveller* is entitled to *an appropriate price reduction* for any period during which there was *lack of conformity, unless the organizer proves* that the lack of conformity is attributable to the traveller.

For any damage which the traveller sustains as a result of any lack of conformity in performing the contract, the traveller shall be entitled to receive appropriate compensation from the *organizer,* which according to the law art. 15, para. 2, shall be made "without undue delay".

Nonetheless, the traveller *shall not be entitled to compensation* for damages if lack of conformity in performing the contract was generated by one of the situations indicated in art. 15, para. 3 and the organizer proves that it is: attributable to the traveler (a); attributable to a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable (b); due to unavoidable and extraordinary circumstances (c).

In what concerns the *possibility to limit the compensation,* the package travel contract may limit compensation to be paid by the organizer as long as that

limitation does not apply to personal injury or damage caused intentionally or with negligence and does not amount to less than three times the total price of the package. However, certain limitations established by international conventions binding the Union limit the extent of or the conditions under which compensation is to be paid by a provider carrying out a travel service which is part of a package, the same limitations shall apply to the organizer.

(iii) *The right to compensation or price reduction* under the provisions of G.O. no. 2/2018 are recognized in the context of compliance with rights of travelers under Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91, Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations, Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents, Regulation (EU) No 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No 2006/2004 and Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004, and under international conventions. In order to avoid overcompensation, compensation or price reduction granted under G.O. no. 2/2018 and the compensation or price reduction granted under other relevant Union legislation or international conventions should be deducted from each other, the normative act enshrining this way the *principle of avoiding overcompensation*, according to art. 15, para. 7 of G.O. no. 2/2018.

Finally, in relation to *errors occurring in the booking process* which are attributable to the organizer and for those which are caused by unavoidable and extraordinary circumstances, the travel agency shall not be held liable, respectively the "trader" if we are to use the term of the legal act. Nevertheless, the trader is liable for any errors due to technical defects in the booking system which are attributable to him and for the errors made during the booking process.

Wishing to ensure the most adequate protection, art. 25, para. 2 and 3 of G.O. no. 2/2018 institutes by an imperative provision the *principle according to which the travellers may not waive the rights* conferred on them by the regulation above, and hence any contractual clauses or any statement by the traveller which directly or indirectly waives or restricts the rights conferred on travellers pursuant to this ordinance or aims to circumvent the application of the law, shall not be binding on the traveller.

The court actions of the traveller for the reduction of the price or compensation are subject to the 3-year limitation period, according to art. 26 para. 5 of G.O. no. 2/2018. The duration of the special prescription period to which the

special rule refers is therefore the same as the duration of the 3-year general prescription period provided for in Book VI of the Civil Code.

In the previous legislative context, the legal liability of the parties would also be attached in the event of a default of the obligations assumed under the tourist package contract. The defaulting party was liable for damages for non-performance, defective or late fulfilment of contractual obligations.

Thus, in cases where the essential clauses of the contract would be modified by the travel agency, with the consequence of cancelling the contract at the initiative of the traveller, or if the travel agency cancelled the tourist trip before the departure date, the traveller *was entitled* to request the travel agency *compensation for non-fulfilment of the provisions of the original contract*, *except* when: the cancellation was made due to the lack of the minimum number of persons mentioned in the contract, and the travel agency informed the traveller in writing, within the term stipulated in the contract, a term that cannot be less than 15 days calendar days preceding the departure date; the cancellation was due to a case of force majeure, which means abnormal and unpredictable circumstances, independent of the will of the person who invoked them, and whose consequences could not be avoided despite any efforts made, not including overbookings; the cancellation was attributable to the traveller.

(iv) *If, after the commencement of the travel,* an important part of the services provided in the contract was not performed or the organizing travel agency finds that it would not be able to carry it out, it was obliged either to offer the tourist appropriate alternatives for the continuation of the trip without increasing the price, or to reimburse the tourist the sums representing the difference between the paid services and the actual services provided during the trip, or if suitable alternatives could not be offered to the tourist or he would not accept them based on justified reasons, the agency would provide at no extra cost the return trip of the tourist to the place of departure or another place agreed by the latter and, where applicable, compensation for non-performed services.

The tourist had the obligation to promptly notify, in writing, both the service provider and the travel agency from which he/she bought the tourist package, regarding the shortcomings dealt with on-the-spot by the tourist, regarding the performance of the contracted tourist package, according to art. 22 of G.O. no. 107/1999, presently repealed. This obligation was incumbent on the tourist *and had to be clearly and explicitly mentioned in the contract*.

Finally, the organizing tourism agency, the intermediary tourism agency, as well as the service providers had to act immediately to *resolve complaints* and prove their efforts for this purpose in the case of tourist complaints regarding the performance of the contracted tourist services.

Government Ordinance no. 107/1999, presently repealed, included, in the amended and completed form, a more articulated regulation of the legal liability regime of both the intermediary tourism agency and the organizing tourism agency.

The organizing and/or intermediary travel agency *could not exclude or limit its liability* for damage caused by the death or injury of the tourist following its actions or negligence.

Concerning the attachment of legal liability arising from the contract for the marketing of tourist packages, the provisions of G.O. no. 107/1999 as amended and completed by G.O. no. 26/2017, currently repealed, brought, as a novelty element, a *clarification of the regime of the extension of the legal liability* for the proper performance of the obligations undertaken according to the contract *and clarification concerning the organizing tourism agency in cases where the contract for marketing of the tourist package was concluded by another intermediary tourism agency or by other service providers mandated* in this respect, thus ensuring *greater protection for the tourist.*

However, the normative act established a maximum limit up to which the organizing tourism agency could be held liable for any material damages caused by non-observance of the services contained in the contract, namely the compensation of the tourist *could not exceed twice the price of the package included in the contract.*

For the same purpose of protecting tourists, the normative act was supplemented by provisions specifying *the legal liability of the intermediary tourism agency* in relation to the organizing agency, in the sense of attaching the liability for noncompliance with the contracts concluded with the latter, as well as for payments made to the travel agency organizing the tourist packages marketed through it and the other obligations assumed under the contract concluded with the organizing tourism agency regarding the tourists who conclude tourist packages contracts brokered by it.

Therefore, the legal liability of the organizing tourism agency for the proper execution of the obligations undertaken in the contract *was engaged*, according to art.20 of the normative act invoked, *including in the case when the contract for marketing the tourist package was concluded by another intermediary tourism agency or other service providers mandated to do so*, according to art.20 of G.O. no. 107/1999 as amended by G.O. no. 26/2017, starting with 07.01.2018, presently repealed.

However, the following cases referred to in art. 20 (2) (a) to (c) of G.O. no. 107/1999, as amended by G.O. no. 26/2017, starting with 07.01.2018, presently repealed, *are not included*: the failure or the defective fulfilment of the obligations undertaken by the contract attributable to the tourist; failure to fulfil obligations is attributable to *causes of force majeure* or an event that neither the travel agency, nor the supplier or service provider, with all the effort made, could foresee or avoid; the non-fulfilment of the obligations is attributable to a third party that is not related to the provision of the services in the contract, and the causes leading to the non-fulfilment of the obligations are unpredictable and inevitable. Art. 20 of G.O. no. 107/1999, consolidated version of 07.01.2018, stated that the phrase "causes of force majeure" must be understood in the sense provided by art.18 letter d) i.e.

"abnormal and unpredictable circumstances, independent of the will of the person invoking them, and of the consequences of which could not be avoided despite any efforts made ".

Moreover, if the failure to fulfil obligations was attributable to *causes of force majeure or to an event* which neither the travel agency, nor the supplier or service provider, with all the effort made, could foresee or avoid, *the organizing or intermediary tourism agency* was bound to promptly provide *assistance to the consumer in difficulty*. The obligation to provide assistance would be *the responsibility of both agencies* in the event that the contract on the marketing of the package of tourist services was concluded through an intermediary tourism agency.

In order to strengthen the means of protection of the tourists, the normative act invoked was also complemented by provisions that established as an additional leverage the guarantee under the Insolvency Fund of the organizing tourism agency. The tourist, as a consumer of tourist services, was entitled to a *compensation* paid from the resources of this fund, for services not performed following the insolvency of the organizing tourism agency initiated after the purchase of the tourist package/ packages.

In the meaning of art. 2 pt. 13 of G O. no. 107/1999, currently repealed, *the compensation* to which was entitled the consumer who purchased the tourist packages "represents the amount paid from the resources of the Fund to each consumer who purchased the tourist packages from an organizing or intermediary tourism agency, representing the equivalent of the amounts paid for services not performed as a result of the insolvency of the organizing tourism agency initiated after the purchase of the packages /package, unless it has been reimbursed from another source of guarantee; the threshold of the compensation shall be determined by the methodological norms for the application of the ordinance ".

(v) By the entry into force of the G. O. no. 2/2018 it was instituted a new way of *guaranteeing the treveller against the insolvency of the organizing travel agency*, as developed in Apan & Miff (2018 (1)). In summary, guaranteeing the travellers against the insolvency of the organizing travel agency has experienced a first regulation in G.O. no. 26/2017, regulation which was not applicable and is currently repealed, but which for the first time at national level created a system for guaranteeing the traveller against the insolvency of the organizing travel agency. The guarantee was ensured only through the system of guarantee fund administered by the National Credit Guarantee Fund for Small and Medium Enterprises. The system thus created attracted criticisms from the National Association of Tourism Agencies and was abandoned and the ordinance regulating it was repealed once the G.O. no. 2/2018 transposing Directive (EU) 2.302/2015 entered into force. A summary of the Directives ensuring the consumer protection is covered by the doctrine (Reich et al. 2014).

Basically, the organizing travel agencies established in Romania have the obligation to provide guarantees for the reimbursement of all payments made by or on behalf of the travellers, insofar as the relevant services are not provided

following the insolvency of the organizing travel agency. These guarantees may be: bank guarantee letters, insurance policies, travel insurance guarantee fund or other legally established guarantee instruments and may operate in a distinct or associated manner, so the guaranteeing options are not limited. This regulation may be considered similar with "La conciliation theorique entre léxtension du droit de la consommation et l'unite du droit commercial" as the doctrine ascertains (Sauphanor, 2000, p. 92).

Conclusions

The package travel contract configures in its content a complex set of clauses that identify the rights and obligations of the parties, among which the information obligation, as mutual obligation of the parties, is of great importance in the context of Government Ordinance no. 2/2018 by comparison with the previous regulation. The fulfilment in good faith of the mutual information obligation by the contracting parties is a condition that must firstly ensure the proper performance of the contract, or, if this is not possible, at least to minimize the negative effects of an inadequate or partial performance or total non-performance of the contract.

The attachment of the legal liability of the parties is regulated also for the situation of an inadequate performance or, as the case may be, for the total or partial non-performance of the contract as well as in the event of a possible transfer of the contract.

The current legislative approach is justified by the increasingly complex and diversified modalities of performing and carrying out tourist programs and travel packages that require adequate legislation that is correlated with the evolution of this type of service.

The legal regulation enshrines important principles, such as *the principle according to which travelers cannot give up the rights conferred by the law*[1] *or the principle of avoiding overcompensation*[2] in the case of legal attachment of liability, thus establishing rules that outline the coordinates of a balanced and fair contractual conduct, associated with adequate guarantees that complement the legal framework.

Bibliography

1. Apan, R.D., Miff A., 2019, *Valences of the information obligation under the package travel contract in the age of globalisation vs "the travel of dilettantes"?,* Fiat Iustitia, nr. 1/2019.
2. Apan, R.D., Miff A., *Guaranteeing the traveller against the insolvency of the organizing travel agency; quo vadis?* Fiat Iustitia, 2/2018 (1).
3. Apan, R.D., Miff A., 2018 (2), *The Constants of the Disposition Principle vs with the Challenges in the Field of Private Law***,** Journal of Law and Public Administration, Volume IV, Issue 8/2018.
4. Goicovici, J., *Particularități ale contractului de comercializare a pachetelor de servicii turistice*, Revista de drept comercial no. 7 – 8/2011.

[1] Art. 25 para. 2 and para. 3 of GO no. 2/2018.
[2] Art. 15 para. 7 of GO no. 2/2018.

5. Miff A., 2012, *Dreptul afacerilor. Reglementarea activității de turism în România*, Editura Fundației pentru Studii Europene, Cluj-Napoca.
6. Reich N., Micklitz H.W., Rott P., Tonner K., 2014, *European Consumer Law*, 2nd edition, Cambridge Antwerp Portland: Intersentia.
7. Sauphanor, N., 2000, *L'influence du droit de la consommation sur le systeme juridique*, Librairie Generale de Droit et de Jurisprudence, Paris.

National and EU legislation

1. Government Ordinance no.2/2018 package travels and associated travel services, as well as for the amendment of some normative acts, published in the Off. Gazette of Romania Part I, no. 728 of 23.08.2018
2. Civil Code, republished in 2011, in the Off. Gazette of Romania, Part I, no. 505/15.07.2011, consolidated version on 24.03.2017;
3. Order of NATA no. 1387/2015 of 11.11.2015 for the approval of the framework contract for the marketing of package travels, published in the Off. Gazette of Romania, Part I, no. 122/17.02.2016;
4. Government Ordinance no.107/1999 on the marketing of package travels republished (2) in 2008, in the Off. Gazette of Romania, Part I, no. 448/16.06.2008, consolidated version on 7.01.2018;
5. Government Ordinance no. 26/2017 of 30.08.2017 on the amendment and supplementation of Government Ordinance no. 107/1999, published in the Off. Gazette of Romania, Part I, no. 706/31.08.2017;
6. Law no. 277/2017 of 28.12.2017 approving G.O. no. 26/2017 on the amendment and supplementation of Government Ordinance no.107/1999 on the marketing of package travels, published in the Off. Gazette of Romania, Part I, no. 8/4.01.2018;
7. Directive (EU) 2.302/2015 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC.