

**Topic:**Package Tour  
**Area:** Service Sector

### **What is a package tour? What kinds of things do the consumers pay attention on package tour contracts?**

**Package Tour Contract:** It is a kind of contract that includes transportation, accommodation and at least other two touristic services which supports transportation and accommodation, all in prices or promising to sell, the service which covers 24 hours and overnight accommodation. The package tour must be contracted in written and a copy of the contract must be given to the consumer. The package tour contract which isn't formed in written is invalid. The consumers should find a trustable holiday company or travel agent before their holidays. They should control whether the company or the travel agency is registered to TURSAB (Association of Turkish Travel Agencies). They should consider the all-in fees and extra fees and also check whether the stars and locations of the hotels where they will accommodate during the tour.

The brochures related to the destinations should be read carefully. It must be checked whether compulsory package tour insurance must be done.

Each copy of all the documents related to the tours must be kept. The airport tax, visa fee and guidance services must be reviewed.

### **Judicial Decisions**

The side on the package tour contract is tour organizer and the airline company is not responsible for any discrepancy on the package tour contract if there is no extra contact with airline company. **(Supreme Court 11. Civil Chamber Docket No. 2004/2843 No of Verdict 2004/11952 D. 6.12.2004)**

The company which accepts the package tour fee and transfer to the package tour firm is accepted as package tour agent and the case is handled in the Consumer Court.

**(Supreme Court 13. Civil Chamber Docket No. 2005/9940 V. 2005/16825 D. 14.11.2005)**

### **Package Tour Contract**

-Of notable importance the art. 47 - D.Lgs. May 23 rd 2011, n. 79, "ruined vacation damage", typology of damage already known by the professionals of the sector and by the most careful consumers that it finally finds also recognition in the legislative center. In the specific one, the art. 47 foresee that "in the case in which the breach or inaccurate execution of the performances that form object of the tourist packet are not of scarce importance to the senses of the article 1455 of the civil code, the tourist can ask, over and independently from the resolution of the contract, a reimbursement of the correlated damage to the time of vacation uselessly departed and to the not repeatable of the lost occasion.

Italian Regulation

Code of the Tourism (All. Dlgs 79/2011)

Judicial Decisions - Italia

**Corte di Cassazione, Sezione III Civile, Sentenza del 13 novembre 2009, n. 24044.**

"The organizer or seller of a tourist packet is kept to indemnify any damage suffered by the consumer, because of the fruition of the tourist packet, also when responsibility is exclusively imputable to other providers of services, I save the right to retaliate towards these last ones. The non property damage, when the anticipated hypotheses expressly apply from the law, or have been injured in serious way a right of the person protected by the Constitution, it is refundable both when you derive from an illegitimate fact, both when springs from a contractual breach.

### **Judicial Decisions**

- Court of Justice Us 12 March 2002 ns. C-168/00 - sentence of the European Court, that represents a real leading houses, "the art. 5 of the Directive of the Suggestion n. 90/314/CEE, pertaining to the trips, the vacations and the circuits everything inclusive", it comes "interpreted in the sense that the consumer has the right to the reimbursement of the consequential moral damage from the breach or from the bad execution of the performances furnished in execution of a reentering tourist contract in the field of application of the directive.