



**SCREENING CHAPTER 28
CONSUMER AND HEALTH PROTECTION**

AGENDA ITEM XV: PACKAGE TOUR CONTRACTS

**Country Session: The Republic of TURKEY
6-7 July 2006**



LEGAL BASIS

- **LAW NO. 4077 ON CONSUMER PROTECTION AMENDED BY LAW NO. 4822 (OG No: 25048, 14 March 2003)**

Came into force on 14 June 2003

- **BY- LAW CONCERNING RULES AND PROCEDURES ON PACKAGE TOURS CONTRACTS (OG No: 25137, 13 June 2003)**

Came into force on 14 June 2003



COMPETENT AUTHORITY

MINISTRY OF INDUSTRY AND TRADE

DG FOR PROTECTION OF CONSUMER AND COMPETITION



LAW ON CONSUMER PROTECTION (ARTICLE 6/C)

Package tour contract means a pre-arranged written contract which;

- covers combination of not fewer than two of the transport, accommodation and other tourist services not ancillary to them,**
- sold or offered for sale at an all-inclusive price and**
- which services cover a period of more than twenty-four hours or**
- includes overnight accommodation.**



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Definitions (Article 4)

- **Travel Agency**
- **Consumer**
- **Service**
- **Supplier**
- **Package Tour Contract**



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Package Tour Contract (Article 5)

- **It is compulsory that package tour contract shall be in written form and a copy of the contract shall be given to the consumer.**
- **The information which has to be included in the contract is laid down in the Article 5 of the By-Law**



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Changes in Price (Article 6)

- **The terms and prices specified in the contract shall not be changed, except for;**
 - **the dues, taxes and fees chargeable for certain services,**
 - **the price changes as a result of differences in exchange rates.**
- **Before the package tour, the supplier shall inform the consumer about changes in prices resulted from abovementioned reasons.**
- **Under this circumstance, the consumer;**
 - **may withdraw from the contract without paying any indemnity or**
 - **may accept additional contract that specifies the changes and their impacts on the price.**



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TRANSFER OF CONTRACT (Article 7)

- **In the event that the consumer can not continue to the package tour, he/she may transfer the tour to a third person by informing the travel agency at least 7 days before the tour.**
- **Under such circumstances, the transferor and transferee shall be jointly and severally liable to the travel agency to the contract for payment of the balance due and for any additional costs arising from such transfer.**



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ANNULMENT OF CONTRACT (Article 8)

- **In the event that the contract is terminated by the travel agency;**
 - **the consumer has the right of indemnity proportionate with the damage**
 - **travel agency shall repay all sums paid by him and return any documents that made the consumer debtor under the contract within 10 days upon the cancellation of the contract.**
- **The situations that the consumer will not be compensated are laid down in this Article.**



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Liability (Article 9):

- The travel agency is liable to the consumer for improper performance of the obligations arising from the contract. However the agency is not liable in case of consumer fault or force majeure.
- Where, after departure, a significant proportion of the services contracted for is not provided, the travel agency shall make suitable alternative arrangements, at no extra cost to the consumer, for the continuation of the package and compensate the consumer for the difference between the services offered and those supplied.



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Clause of Non-Liability (Article 10)

Any clause in the contract or in a separate document indicating;

- that the consumer has waived his rights specified in this by-law or**
- that the liabilities stemming from this by-law of the supplier have been limited or abolished**

shall be regarded as null.



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Notification (Article 11)

In the event that the contract is not performed at all or not performed properly, the consumer must notify the supplier of the service and travel agency within 30 days after the service was performed or supposed to be performed.



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Brochure (Article 12)

- **The travel agency provides brochure to consumer who requests information about the package tour.**
- **The terms specified in the brochure are binding for the travel agency.**
- **The changes may only be possible;**
 - **if they are explicitly stated in the brochure and communicated to the consumer prior to the conclusion of the contract,**
 - **with consensus of the parties if changes are made subsequent to the conclusion of the contract.**



THANK YOU FOR YOUR ATTENTION