

## QUESTIONNAIRE FOR CONSUMER ORGANISATIONS

### Meta Informations

Creation date

05-02-2010

Last update date

User name

null

Case Number

007391039201403610

Invitation Ref.

Status

N

### ABOUT YOU AND YOUR ORGANISATION

Name:

Dr. Wolfgang Resch, CEO PEOPIL

Location (country)

England, united Kingdom

Telephone number:

+44 121 643 4962

E-mail address:

wolfgang.resch@peopil.com

Please indicate which EU Member States your Austria  
organisation covers:

Belgium  
Bulgaria  
Cyprus  
Czech Republic  
Denmark  
Estonia  
Finland  
France  
Germany  
Greece  
Hungary  
Ireland  
Italy  
Latvia  
Lithuania  
Luxembourg  
Malta  
Netherlands  
Poland  
Portugal  
Romania  
Spain

Slovakia  
 Slovenia  
 Sweden  
 United Kingdom  
 Across EU-27  
 EFTA/EEA  
 Candidate Countries  
 North America  
 Other Country

## CONSUMERS' EXPERIENCES WITH PACKAGE TRAVEL

Please estimate the percentage of consumers <5%  
 who you believe are fully aware of the  
 protection available to purchasers of 'package  
 travel' under the PTD

On average, how many complaints do you >2,000  
 receive (or are you aware of) on an annual  
 (yearly) basis from consumers relating to  
 package travel holidays?

Please provide an indication of how complaints break down between different types of travel  
 arrangements

Accommodation, transport and/or other tourist60%  
 services purchased as a package for an  
 inclusive price (i.e. current definition of a  
 package travel under the PTD)

Accommodation, transport and/or other tourist30%  
 services purchased on the internet from the  
 same site where consumers can assemble the  
 content of the package

Accommodation, transport and/or other tourist10%  
 services purchased on the internet from  
 different sites which are clearly linked on their  
 web pages

Cruises 0-10%

Transport and tourist activities where the Do not know  
 service covers a period of less than 24 hours  
 (e.g. return flight and ticket to Wimbledon  
 tennis match)

Transportation which includes Do not know  
 accommodation (e.g. overnight boat/train trips  
 in a cabin with bed, etc)

Packages purchased for solely business 0-10%  
 purposes

Packages purchased for solely leisure 100%  
 purposes

Packages purchased for mixed purposes 0-10%  
 (private& business)

Packages occasionally organised by a 0-10%  
 company which normally does not organise  
 packages (e.g. package travel to Oktoberfest)

in Germany organised and sold by a bank for best clients once a year)

Packages occasionally organised by a non-business organisation (or not-for-profit organisation) which normally does not organise packages (e.g. package travel to Vatican for Christmas celebration organised and sold by the local church) 0-10%

Please specify percentage of complaints related to any other type of travel arrangements all the above are approximate

#### SCOPE OF THE DIRECTIVE

Using ticks, indicate which of the following travel-related products or arrangements you think require special consumer protection rules (e.g. information and liability requirements, insolvency protection in case of bankruptcy, etc.)?

Accommodation, transport and/or other tourist services purchased as a package for an inclusive price (i.e. current definition of a package travel under the PTD)

Accommodation, transport and/or other tourist services purchased on the internet from the same site where consumers can assemble the content of the package

Accommodation, transport and/or other tourist services purchased on the internet from different sites which are clearly linked on their web pages

Cruises

Transport and tourist activities where the service covers a period of less than 24 hours (e.g. return flight and ticket to Wimbledon tennis match)

Transportation which includes accommodation (e.g. overnight boat/train trips in a cabin with bed, etc)

Packages purchased for solely business purposes

Packages purchased for solely leisure purposes

Packages purchased for mixed purposes (private & business)

Packages occasionally organised by a company which normally does not organise packages (e.g. package travel to Oktoberfest in Germany organised and sold by a bank for best clients once a year)

Packages occasionally organised by a non-business organisation (or not-for-profit organisation) which normally does not organise packages (e.g. package travel to Vatican for Christmas celebration organised and sold by the local church)

Other

Please specify what other types of packages you think require special consumer protection rules.

Protection should be extended to include add-on or bolton services sold by the package travel organiser at the destination

#### INFORMATION REQUIREMENTS

On a scale of 1-5, indicate how important it is for consumers to receive information on the listed aspects in order to purchase a travel package?

Amount to be paid (money or %) on account and the schedule for paying balance	5- Essential
Other tourist activities included in the total price	5- Essential
Destination and the means and quality of transport to be used	5- Essential
Health requirements e.g. vaccinations required, "safe" practices	4- Very Important
Meal plans	4- Very Important
Name, address and telephone number of the organizer's and/or retailer's local representative or, failing that, of local agencies on whose assistance a consumer in difficulty could call	2 - Slightly Important
Insurance possibilities or options	2 - Slightly Important
Passport and VISA requirements	5- Essential
Travel and holiday itinerary	5- Essential
Type and quality of accommodation and its location	5- Essential
Travel time, intermediate stops and transport connections/transits and details of the place to be occupied by the traveller (e.g. cabin or berth on ship, sleeper compartment on train)	3- Important
Whether minimum number is required for package to take place and deadline for informing consumer of cancellation if numbers not achieved	5- Essential

Other

Please specify what other information you consider is important for consumers to receive.

Indicate at which stage(s) you believe each of the following information should be compulsory to provide, if at all? Please leave blank if you do not know or you believe it should not be compulsory

Amount to be paid (money or %) on account and the schedule for paying balance	Pre contract
Other tourist activities included in the total price	Pre contract
Destination and the means and quality of transport to be used	Pre contract
Health requirements e.g. vaccinations required, "safe" practices	Pre contract
Meal plans	Pre contract

Name, address and telephone number of the organizer's and/or retailer's local representative or, failing that, of local agencies on whose assistance a consumer in difficulty could call Before Departure

Insurance possibilities or options In the Contract

Passport and Visa requirements Pre contract

Travel and holiday itinerary Pre contract

Type and quality of accommodation and its location Pre contract

Travel time, intermediate stops and transport connections/transits and details of the place to be occupied by the traveller (e.g. cabin or berth on ship, sleeper compartment on train) Before Departure

Whether minimum number is required for package to take place and deadline for informing consumer of cancellation if numbers not achieved Pre contract

Other

Please specify what other information should be compulsory to provide.

The PTD does not specify the form in which information is to be provided to the consumer. Assuming all information has to be provided in the same form at each stage, indicate the form in which you believe this information should be provided?

At the pre-contract stage On paper or other printed means

The Contract On paper or other printed means

Before Departure On paper or other printed means

If you have selected "other" above, please specify.

Who should be responsible for providing information after the consumer signs the contract? The Organiser/ Tour Operator  
The Retailer/ Seller/Travel Agent  
Other parties

Please specify what other party should be responsible for providing information after the consumer signs the contract.

Either category

Which of these do you consider to be a last minute booking? Bookings made: 24 hrs before departure or less

Do you think there is a need for special rules regarding information requirement for last minute bookings given the short period of time between signing the contract and departure. If YES, please specify

No

#### LIABILITIES, OBLIGATIONS AND RESPONSIBILITY FOR CONSUMER DIFFICULTIES

In your opinion, who should be the responsible party for assisting a consumer with problems during package travels? The organiser of the package (tour-operator)

If, for the previous question, you ticked more than one box and/or believe the responsible

party should vary by circumstance, please provide reasons for your answer in the space below.

In your opinion, who should be the responsible party for the proper performance of the services as stated in the contract?

The seller of the package (The party who receives the payment directly e.g. travel agency)  
The organiser of the package (tour-operator)

If you ticked more than one box, please provide reasons for your answer in the space below. This reflects the present position under English Law, with either the organiser or retailer or both of them sharing liability. This aspect of the English Regulations works well

#### Contract Changes

In which situations, if any do you think the consumer should have a right to withdraw from the contract before departure without paying any compensation?

In the case of frustration of the contract, including where there is a significant risk to their health or welfare as a result of services to be provided pursuant to the Package or where there is a significant change to any of the essential terms of the contract. (e.g. if there is a outbreak of illness within a hotel or a Cruise ship).

In which situations, if any do you think the consumer should have a right to cancel the contract before departure by paying compensation?

After the contract is signed, the current legislation requires the organiser to inform the consumer as quickly as possible if they have to change significantly any of the 'essential terms' of a package holiday. Using ticks, indicate which of the following elements you consider as being an "essential term" of the contract?

Changes in overall price  
Changes in travel times and/or dates  
Changes in travel/holiday destination  
Change in accommodation (e.g. different hotel)  
Changes in components of additional services (e.g. sightseeing tours, entertainment packages)  
Change in special requirements which both parties accepted (e.g. facilities for disabled person)

There can often be a long period of time between publication of a package travel brochure and when a consumer books a holiday. During this period, costs for the seller may have increased and as a result, they may need increase their listed prices. If the seller has communicated clearly in the brochure that possibility, on a scale of 1-5 (where 1 = not acceptable and 5 = fully acceptable), indicate how acceptable it is for the seller of a package travel to change the price listed in brochures for the reasons listed below? (Please score all that apply) (compulsory)

Variations in transportation costs, including the cost of fuel (fuel surcharges) 1- Not acceptable

Variations in taxes, duties and fees chargeable for services such as landing taxes, embarkation/disembarkation fees at ports and airports. 1- Not acceptable

Variations in exchange rates applied to the package 1- Not acceptable

None of the above – all prices in the brochure should be fixed 1- Not acceptable

Other

Please specify what other - if any - reasons you would find acceptable from the seller of a package travel to change the price listed in brochures.  
cannot really specify as not relevant to personal injury but was forced to tick as questions are mandatory

There can often be a long period of time between signing the contract and departure. During this period, costs for the seller may have increased/ decreased. If the seller has communicated that possibility to you, on a scale of 1-5 (where 1 = not acceptable and 5 = fully acceptable), indicate how acceptable it is for the seller of a package travel to change the price agreed in the contract for the reasons listed below?

Variations in transportation costs, including the cost of fuel (fuel surcharges) 1 - Not acceptable

Variations in taxes, duties and fees chargeable for services such as landing taxes, embarkation/disembarkation fees at ports and airports 1 - Not acceptable

Variations in exchange rates applied to the package 1 - Not acceptable

None of the above – all prices in the contract should be fixed 1 - Not acceptable

Other

Please specify what other - if any - reasons you would find acceptable from the seller of a package travel to change the price agreed in the contract.

Not relevant to personal injury but was forced to tick as questions are mandatory

When should be the cut-off point for allowing any price changes (either UP or DOWN) from what was agreed in the contract (e.g. due to variations in transportation costs, taxes, duties or exchange rates etc.)? Other

Please specify what other - if any - timeframe would you identify as a cut-off point for allowing any price changes.  
not relevant to personal injury

Is there any maximum acceptable level of price changes from what was agreed in the contract? Prices should be binding

#### FUTURE REGULATORY FRAMEWORK

Is there currently an adequate level of protection provided under the minimum provisions of the PTD when purchasing package travel? No

If you have answered NO, please identify which aspects should be modified  
23. PEOPIL has set out its concerns about the present level of protection under the Package Travel Directive in its response to the Commission's consultation in 2007. Its concerns and suggestions to reform remain the same please see [http://www.peopil.com/peopil/userfiles/file/PEOPIL\\_response\\_Consultation\\_on\\_the\\_Package\\_Travel\\_Directive.pdf](http://www.peopil.com/peopil/userfiles/file/PEOPIL_response_Consultation_on_the_Package_Travel_Directive.pdf)

Do you believe consumers would be more willing to purchase packages from a seller in another EU country if they have the same rights in all the EU countries? Don't know

Using a scale of 1 - 5 (where 1 = not at all important and 5 = very important), rate the following aspects of the current PTD, indicating which you consider to be the most important aspects requiring regulatory update?

Removal of cross border barriers in the form of differing or additional requirements at national levels 1- not at all important

Including other (modern) channels of marketing communication (apart from the brochure) in the scope of the Directive (e.g. the internet) 4

Clarification/updating of definitions and crucial terminology in the Directive (e.g. "consumer", retailer, organiser, essential terms of the contract, etc.) 5- very important

Clarifying the scope of the Directive 5- very important

Extending the scope of the Directive 5- very important

Other

Please specify what other - if any - aspects of the current PTD would you think requires regulatory update.

Using a scale of 1 - 5 (where 1 = not at all important and 5 = very important), rate the following aspects of the current PTD, indicating which you consider to require harmonisation across the EU?

The scope and definitions in the PTD 5- very important

The information requirements 3

The liabilities of organisers/retailers 5- very important

Rules regarding cancellation/withdrawal by consumers 3

Rules regarding changes in price and essential terms by providers 1-not at all important

Rules regarding insolvency protection 2

Establishment of a pan-European fund or scheme for insolvency 2

Other

Please specify what other - if any - aspects of the current PTD you consider to require harmonisation across the EU?

One way of increasing consumers' awareness could be the introduction of a package travel label (logo) or trust mark on offers to inform consumers of whether a given product is covered by the PTD or not. How is this likely to influence consumers' decisions on which products to purchase? Please indicate the statement which would apply in most cases

Which of the following ways of ensuring the protection of consumers would you prefer? A more up-to-date EU Directive

Please give reasons for your answer.

The current PTD rules on insolvency pertain Do not know to package travels only and do not cover stand alone products. However, following a recent spate of airlines going bust (bankrupt), it is important to consider the level of protection currently being offered to consumers. Please note that there will be a possibility to provide more detailed comments on this matter in the context of a forthcoming consultation on air passenger rights. Do you think it should be compulsory, optional or not required at all when buying standalone airline tickets (i.e. not as part of a package) to provide specific protection (or insurance) so that passengers would be reimbursed for money paid over or repatriated if the airline went bankrupt?

Finally, if you want to provide additional information, please do so below  
PEOPIL asks the Commission to consider the issues and suggestions for reform of the Package Travel Directive as set out in its response to the working document on the Directive submitted in 2007, a further copy of which is available from Dr Wolfgang Resch, CEP PEOPIL, wolfgang.resch@peopil.com, Imperial House, 31 temple Street, Birmingham B2 5DB, UK, tel 00441216434962. For position paper see [http://www.peopil.com/peopil/userfiles/file/PEOPIL\\_response\\_Consultation\\_on\\_the\\_Package\\_Travel\\_Directive.pdf](http://www.peopil.com/peopil/userfiles/file/PEOPIL_response_Consultation_on_the_Package_Travel_Directive.pdf) Peopil has set out its comments about the PTR and suggestions for reform and clarification in the Response Paper previously submitted to the European Commission (a copy of which can be found here: [http://www.peopil.com/peopil/userfiles/file/PEOPIL\\_response\\_Consultation\\_on\\_the\\_Package\\_Travel\\_Directive.pdf](http://www.peopil.com/peopil/userfiles/file/PEOPIL_response_Consultation_on_the_Package_Travel_Directive.pdf) ). Peopil remains particularly concerned by the scope of the Directive and urge the Commission to extend the Directive to include &quot;dynamic packages&quot; and other travel/ holiday arrangements currently outside of its remit. This is necessary to reflect their increasing use of unregulated arrangements by consumers, unaware of the lack of protection currently given to them across a wide range of issues covered by the Directive including liability for non or part performance of contracts including liability for causing personal injuries or death. There is a pressing need to provide this additional protection to consumers as this segment of the market grows and as traditional tour operators prepare to &quot;unpackage&quot; more of their products to take advantage of the lack of regulation. Peopil also see that clarification of Article 2.1 and the definition of &quot;Inclusive price&quot; is essential. Its current interpretation in the Courts of some countries is very narrow, excluding many travel arrangements and limiting access to justice in a way that is inconsistent with the purpose and intention of the directive. Similarly, clarification of the extent of the strict liability provisions of Article 5 is urgently needed. Despite the clear intention of the Directive, Courts in some countries have interpreted this Article to import a fault based regime of liability which raises significant practical difficulties for consumers and adds significantly to the cost of resolving disputes and the time taken to do so. Peopil's views on these and other matters are elaborated within the hyperlinked response paper. Dr. Wolfgang Resch, CEO, PEOPIL