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If a whole or part of a paragraph has been amended, the date of the amending regulation appears in square brackets at the end of the paragraph. If a whole paragraph or sub-paragraph has been deleted, the date of the deletion appears in square brackets beside the deleted paragraph or sub-paragraph.

Republic of Latvia

Cabinet

Regulation No 163

Adopted 2 May 2000

Regulations regarding Package Tourism Services

*Issued pursuant to Section 11, Paragraph five
and Section 16, Paragraph four of
the Tourism Law*

I. General Provisions

1. These Regulations prescribe the procedures by which package tourism services (hereinafter – services) are prepared and performed, as well as the information that is to be provided in the contract mutually entered into by the customer and the undertaking (company) regarding the provision of services (hereinafter – contract), the rights and duties of the undertaking (company) and customer and the procedures for the payment of security guarantees for the money paid in by the customer.

[23 July 2002]

2. A tour operator or package tourism undertaking that provides the relevant services independently or through the intermediation of a travel agency shall prepare the services.

II. Programme of Services

3. In the programme of services that is issued to a customer, the following information shall be specified in writing:

- 3.1. the final destination of the travel and duration of visit;
- 3.2. services to be provided;
- 3.3. type and description of the means of transport (vehicles);
- 3.4. classification of tourist accommodation in compliance with regulatory enactments of the relevant state, address and description of the level of comfort thereof;
- 3.5. planned meals;
- 3.6. travel itinerary;
- 3.7. price of services and procedures for payment;
- 3.8. documents necessary for travel (passport, visa) and other requirements related to entry into the relevant state;
- 3.9. requirements related to health insurance, vaccination and other issues related to medicine;

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3.10. deadline until which the undertaking (company) shall inform the consumer regarding cancellation of a trip where a certain number of participants in the trip is required and such is not sufficient; and

3.11. other information, if required.

[23 July 2002]

4. The programme of services shall be binding on the undertaking (company), unless:

4.1. the customer has been notified regarding possible changes in the programme of services prior to entering into the contract, and the condition referred to is specified in the programme; and

4.2. changes in the programme of services are made in accordance with a written agreement between the parties to the contract.

[23 July 2002]

5. Prior to entering into a contract, the undertaking (company) shall, in addition to the information included in the programme of services, in written or any other form acceptable to the customer (for example, by utilising electronic mail) provide the following information:

5.1. the passport and visa requirements (time periods for obtaining visas) in countries which the provision of services is related to, as well as other requirements (health insurance, vaccination and other issues related to medicine) that must be taken into consideration whilst travelling in the relevant country and staying therein;

5.2. the time and place of stops and connections, co-ordination of transport and, where possible, the place to be occupied by the customer and the form thereof in the relevant means of transport;

5.3. the name, address and telephone number in the relevant country of the representative of the undertaking (company) or, if there is no such representative, of local agencies which may be applied to for assistance, if necessary. Where no such representative or agency exists, the customer shall be provided with an emergency telephone number which may be dialled to contact the undertaking (company), as well as other information;

5.4. if the customer is a minor – the possibilities to contact the minor or the responsible person at the place of residence of the minor; and

5.5. acquisition of an insurance policy at the option of a customer to cover the costs related to medical services (including repatriation, in the event of accident or illness), as well as the costs caused by the customer cancelling the services.

[23 July 2002]

6. The programme of services shall be an integral part of the contract.

III. Contract

7. The contract shall specify:

7.1. the name, address of the undertaking (company) and the registration number thereof in the database of those undertakings (companies) which provide tourism services;

7.2. the name and address of the insurer or guarantor of the money paid in by the customer, as well as the person to be contacted during the travel in cases where the implementation of the programme specified in the contract is impossible due to the insolvency or actual insolvency of the tour operator or package tourism undertaking;

7.3. final destinations of the tour;

7.4. time for provision of services, specifying definite dates of the stays in accordance with the itinerary;

7.5. deadline until which the undertaking (company) informs the consumer in the event of cancellation of a travel if a certain number of participants in the travel are required and it is not sufficient;

7.6. itinerary of the tour, specifying the time and point of departure and return;

7.7. type and description of the means of transport (vehicles);

7.8. classification of the tourist accommodation in compliance with the regulatory enactments of the relevant country, the address, description of the level of comfort thereof, as well as planned meals;

7.9. excursions and other activities included in the price of the services;

7.10. the price of the services and an indication of possible changes, as well as information regarding possible additional payments which are not included in the price of the services (for example, fees at airports, ports, other taxes);

7.11. provisions for payment for the services;

7.12. the date until which cancellation of services is possible, and the percentage retention sum;

7.13. the type of insurance chosen by the customer;

7.14. special requirements of the customer regarding which the customer has informed the undertaking (company) when making the booking, and which both parties to the contract have accepted;

7.15. the time period specified in regulatory enactments during which the customer is entitled to submit a claim regarding provision of services not conforming to the contractual provisions;

7.16. the right of the customer to exercise the right of withdrawal prescribed by the Consumer Rights Protection Law, if a distance contract has been entered into for the acquisition of a tourism service or a contract has been entered into outside the permanent location of entering into contracts of an undertaking (company); and

7.17. the procedures for entering into effect of the contract.

[23 July 2002]

8. The provisions of the contract shall be notified to the customer in writing by issuing a draft contract, prior to the entering into the contract. Taking into consideration the relevant situation and the wishes of the customer, it is possible to make a reservation and enter into a contract up to the beginning of the provision of the services.

9. Prior to travel, a customer may notify regarding the transfer of the service to another person up to the deadline specified by the undertaking (company). The customer and the person to whom the services have been transferred shall be jointly liable for the payment of additional expenses related to the transfer.

[23 July 2002]

10. The undertaking (company) is not entitled to revise the price specified in the contract, unless the contract provides for such right and states the procedures by which the balance of the price is to be calculated. The price may only be revised in such case if there is a change in:

10.1. costs related to the utilisation of a means of transport (for example, the cost of fuel);

10.2. payment for certain services (for example, fees at airports and ports, other taxes);
and

10.3. the exchange rate.

[23 July 2002]

11. The price specified in the contract shall not be increased later than 20 days prior to the beginning of travel, except in the case referred to in Paragraph 18 of these Regulations.

IV. Rights and Duties of an Undertaking (Company)

12. The separate billing of various components of the same service shall not absolve the undertaking (company) from the duties and liability prescribed by the contract and regulatory enactments.

[23 July 2002]

13. Undertakings (companies) which market package tourism services shall ensure the safety guarantee of the money the customer has paid in for a period of time that is not less than one year and for a sum in the amount of 50% of the planned turnover of package tourism services for the following year, but not less than 20 000 lats.

[23 July 2002]

14. In the event of the insolvency of the undertaking or the actual insolvency thereof, the financial liability amount of the guarantor of the security of money paid in by the customer in relation to the customer shall cover the amount of the fee for the services specified in the contract and paid in by the customer and all additional expenses related to the repatriation of the customer to the country where the services were provided.

15. The tour operator or package tourism undertaking shall not later than a week after the receipt of a document certifying security guarantee of the money paid in by the customer register such in the Latvian Tourism Development Agency.

[23 July 2002]

16. The undertaking (company) shall be liable for the provision of services in compliance with the contract, except cases where failure to perform or improper performance of the contract is neither attributable to the undertaking (company) nor to another service provider, and the contract is not being fulfilled:

16.1. due to the fault of the customer;

16.2. due to unforeseeable or irrevocable activity of a third party that is not related to the services provided for in the contract; and

16.3. due to exceptional (unusual, unforeseeable and uncontrollable) circumstances.

[23 July 2002]

17. The duty of the undertaking (company) in the cases referred to in Sub-paragraphs 16.2 and 16.3 of these Regulations shall be to provide necessary assistance to the customer.

[23 July 2002]

18. If the undertaking (company) is forced to significantly alter some essential provision of the contract, such shall be notified to the customer without delay, and the customer shall be given the opportunity to take one of the following decisions:

18.1. to accept the ancillary provisions of the contract;

18.2. to request replacement of services with the equivalent thereof or higher quality services, if the undertaking (company) can provide such. The customer and undertaking (company) shall mutually agree regarding the procedures by which the customer shall pay (covering the difference in price) for the higher quality services. If the services offered are of

lower quality than intended, the undertaking (company) shall pay the relevant difference in price to the customer; or

18.3. to cancel the contract unilaterally. In such case the undertaking (company) shall disburse to the customer the entire sum of money the customer has paid.

[23 July 2002]

19. If in the course of the performance of the contract, the undertaking (company) fails to provide any of the services referred to in the contract or will not be able to provide such, the duty of the undertaking (company) shall be to offer an appropriate alternative service to the customer, without requesting additional payment from the customer, and to compensate the difference in price to the customer, if the price of the alternative service provided is lower than the price of the substituted service.

[23 July 2002]

20. If it is not possible to offer the alternative services referred to in Paragraph 19 of these Regulations or they are refused by the customer, the undertaking (company) shall provide the customer, without additional cost, with equivalent transport back to the place of departure, or to another place co-ordinated with the customer and shall, where appropriate, compensate the customer regarding the services not utilised or utilised in part.

[23 July 2002]

21. If the customer has complaints, the duty of the undertaking (company) or a representative thereof if there is such in the relevant country, shall be to eliminate the relevant deficiencies without delay.

[23 July 2002]

22. If the customer does not observe the payment procedures specified in the contract, the undertaking (company) has the right to refuse to perform the contract, if such right and conditions have been specified in the contract.

[23 July 2002]

V. Rights and Duties of a Customer

23. If the undertaking (company) cancels the services before the date specified for whatever cause, other than the fault of the customer, the customer at his or her choice shall have the right to:

23.1. request replacement of services with equal or higher quality services, if the undertaking (company) is able to offer such. The customer and undertaking (company) shall mutually agree regarding the procedures by which the customer shall pay (covering the difference in price) for the higher quality services. If the services offered are of lower quality than it was intended, the undertaking (company) shall pay the relevant difference in price to the customer; or

23.2. receive the whole sum of money paid.

[23 July 2002]

24. The customer has the right to receive from the undertaking (company) compensation for losses caused due to failure to perform or improper performance of the contract, except the following cases:

24.1. services are cancelled within the period indicated in the contract due to an insufficient number of participants; or

24.2. cancellation of services is due to exceptional (unusual, unforeseeable and uncontrollable) circumstances.
[23 July 2002]

25. If on the day of departure the customer does not arrive at the relevant means of transport in sufficient time or in any other way does not utilise the services specified in the contract due to his or her fault, the customer does not have the right to request compensation for non-utilised services.

26. In commencing travel, the customer:

26.1. shall have a passport valid for travel;

26.2. shall be vaccinated in accordance with the requirements specified;

26.3. shall have the minimum amount of means of subsistence in accordance with the entry requirements of the relevant country; and

26.4. shall have relevant visas, if such visas are required and the undertaking (company) does not provide them.

[23 July 2002]

27. In addition to the duties referred to in Paragraph 26 of these Regulations the customer shall:

27.1. comply with the regulatory enactments of the countries included in the itinerary;

27.2. arrive within the time and at the place specified in the programme of services, as well as observe the regulations for the utilisation of hotels, means of transport and other services;

27.3. in discovering shortcomings in the provision of services, notify the representative of the undertaking (company) or the relevant service provider thereof at the place of residence of a customer without delay; and

27.4. inform without delay the representative of the undertaking (company) specified in the contract, if the customer has intended not to join the group during the provision of services.

[23 July 2002]

VI. Closing Provisions

28. These Regulations shall come into force on 1 October 2000.

Prime Minister

A. Šķēle

Minister for Environmental Protection and
Regional Development

V. Balodis