

## Consumer rights in the time of coronavirus emergency measures

**This information material for consumers was prepared by the Department of Advisory and Information Services of the Czech Trade Inspection Authority (CTIA) and the Tourism Department of the Ministry of Regional Development of the Czech Republic (MMR). The recommendations contained in this material express the legal opinion of the CTIA and the MMR, but are not legally binding.**

In connection with covid-19 disease and declared crisis measures, we recommend that you follow the website of the Office of the [Government of the Czech Republic](#), the [Ministry of Health](#) and individual general state administration bodies. Please note that the supervision of compliance with crisis measures and their interpretation don't fall within the scope of the Czech Trade Inspection Authority. In general, in the case of questions or complaints concerning the crisis measures, we recommend you to contact the authorities that imposed the measures. We recommend that entrepreneurs follow the website of the [Ministry of Industry and Trade](#).

Consumers are encouraged to act primarily with respect to their own health and the health of others at the time of this extraordinary situation. We recommend that you postpone the handling of issues that are not strictly necessary until the situation calms down and entrepreneurs return to their normal mode.

### What is a package travel

Put simply, a package travel is a combination of multiple tourism services sold for an aggregate price by a tour operator. The package travel isn't a separate accommodation, a ticket, a ticket, etc.

The package travel is a set of several tourism services that have been combined for the purpose of the same stay or trip. Most often it is accommodation and air or bus transport to the destination or a rental of a motor vehicle. Other services which may be combined in a package travel and which, on one hand, are not, by their very nature, a part of the above mentioned tourism services and, on the other hand, must constitute a substantial part of the package travel price, i.e. at least 25% of the price of the package travel, are for example rental of sports equipment, guided tours, etc. Therefore, in order to be a tour, the aggregate price of the package travel must include the prices of at least two of the above mentioned services, i.e. accommodation, transport, hire of a motor vehicle or another service constituting a significant part of the services offered.

Individual services should be combined before the contract is concluded, and it is not important whether the services were combined already by the tour operator or, where appropriate, by a tour operator, or based on your request.

If you were not entering into just one contract, but separate contracts on individual services, the travel package would still be the case if the services were purchased at a single point of sale and the individual services were selected before you committed to paying their price. Furthermore, it would be the case if the services were offered, sold or billed at the total price. This would be a package travel even if a contract was concluded, entitling you to choose from different types of tourism services offered by the provider. Last but not least, it is a package travel if the services were purchased from different tourism service providers through one online reservation system and when your identification data is subsequently transferred between the various tourism services providers and thus when other individual contracts are concluded. This is also the case if it was advertised or sold with the designation "package travel" or a similar designation (e.g. „package“).

In contrast, the accommodation represents a situation where you only book a stay at a hotel, guest house or any other type of accommodation, but you can arrange the transport to the facility on your own. Breakfast, half board or any other service can be included in the room rate, which is automatically provided to every guest.

Another significant difference between pure accommodation and a package travel is that in the case of accommodation, the law doesn't provide you with the same protection as for a package travel. Accommodation, to a large extent, depends on what is set out in the accommodation facility's terms and conditions.

So-called "combined travel services" is a new term in the Czech legal system. The combined travel services shall be at least 2 tourism services purchased for the purposes of the same trip, which are not a package travel and for which separate contracts were concluded, if the tour operator provides the customer with a separate selection and payment of each of the services during one visit to their premises or one contact with it, or if they - in a targeted manner - arrange an acquisition of at least one additional service from another service provider and the contract is concluded within 24 hours after the confirmation of the reservation of the first service. Customers are not subject to any of the rights that apply exclusively to package travel. The proper provision of individual services is the responsibility of their individual providers. The protection against the bankruptcy of the tour operator applies only to the sums paid directly to the tour operator (not e.g. a hotel or a car lessor). Bankruptcy protection will only apply to transport if the carrier as such is a tour operator and offers combined travel services.

### **What rights does the customer have regarding a package travel before the border is closed**

In the event that the tourism services were purchased as a part of a package travel from a tour operator, according to Section 2535 of the Civil Code, the customer has the right to withdraw from the contract before the start of the trip without payment of severance payments (cancellation fees), if there have been unavoidable and extraordinary circumstances at the destination of the journey or stay or nearest surroundings, which have a significant impact on the provision of the package travel or on the transport of persons to the destination of the journey or stay.

Due to the unavoidable and exceptional circumstances preventing the performance of the travel contract, e.g. in case of pandemic, the tour operator can also withdraw from the contract. Of course, the tour operator doesn't charge the customer a severance fees in this case.

For tours that were to take place before the event of the crisis measure on the ban travel abroad or a ban on international transport, in our opinion, in the event that the Ministry of Foreign Affairs advised not to travel to a particular destination, e.g. because of the threat to life or health in connection with the occurrence of infection, the customer has the right to withdraw from the contract without severance payments, since the conditions of section 2535 of the Civil Code are fulfilled in such a case. Current recommendations for trips abroad are published on the [www.mzv.cz](http://www.mzv.cz) website. Although the recommendations of the Ministry of Foreign Affairs are not a legally binding decision and only the court can make a binding decision on whether the conditions for the possibility of free withdrawal from the tour contract were fulfilled, we believe that the decision-making practice of the courts will take these recommendations into account.

Travel agencies, just like other entrepreneurs, have a general obligation to act towards consumers with professional care. We believe that it can also be considered as part of the professional care to evaluate the risk of organising a package travel to a particular destination, among others taking into account the epidemiological situation, when using all the tour

operator's available information, including recommendations for trips abroad issued by the Ministry of Foreign Affairs. If a tour operator has the information that a customer may be at increased risk travelling to a certain destination, the following risky factors should also be taken into account: age, pregnancy, health, etc. Failure to comply with the duty of professional care may affect, among others, the assessment of the tour operator's liability for the customer injury, including the liability for damages to health.

We recommend that you withdraw from any contract in a demonstrable way, e.g. in the form of a registered letter sent to the tour operator. Such letter should show the consumer's intention to withdraw from the contract and sufficient identification of the contract from which the consumer withdraws (e.g. by the designation of the parties, the contract number, the date of the package travel, etc.).

### **International package travel after the closure of the Czech borders**

In the times when it is not possible to cross the state borders pursuant to the issued crisis measures of the Government of the Czech Republic, international package travel cannot be performed. Tour operators should cancel the package travels affected and reimburse their customers with the whole amounts paid without any severance payments (cancellation fees). If the tour operator doesn't cancel the package travel on their own, the customer can also withdraw from the contract pursuant to Section 2535 of the Civil Code. In such case, the customer has the right to the reimbursement of the package travel price with no cancellation fees. In selected cases, the reimbursement of payments for package travels can be postponed during the so called protective period until August 31, 2021.

We recommend that you withdraw from any contract in a demonstrable way, e.g. in the form of a registered letter sent to the tour operator. Such letter should show the consumer's intention to withdraw from the contract and sufficient identification of the contract from which the consumer withdraws (e.g. by the designation of the parties, the contract number, the date of the package travel, etc.).

### **Health problems on holiday**

In the event that a customer finds themselves in difficulty in connection with a disease or a protective health measure, the tour operator is obliged to provide assistance to them free of charge, in particular to inform them about health services, local authorities and consular assistance, assistance in distance communication and finding an alternative travel solution. If, as a result of unavoidable and extraordinary circumstances, it is not possible to ensure the return of the customer to their home country as agreed in the contract, the tour operator in most cases bears the costs of the necessary accommodation, but not more than three nights per customer. This restriction doesn't apply to certain categories of persons who, due to health restrictions, require special care.

## **Tour operator requires the remaining part of the price of the package travel for which I have paid a deposit. I am not interested in taking part in the package travel**

Many customers are faced with social and economic difficulties in connection with the COVID-19 disease pandemic, and these difficulties don't allow them to take part in booked package travels. Many customers are also afraid to travel for health reasons. In the event that it is not yet clear whether a particular trip will be possible, customers are now faced with a difficult choice of whether or not to cancel the trip.

Withdrawal from the contract, whether by the tour operator or the customer, without payment of severance payment (cancellation fees) is possible only if a particular package travel is actually affected by extraordinary circumstances, for example:

- a measure must already be in force which doesn't allow crossing borders at the time of the trip;
- it must be clear that at the time of the trip quarantine measures will apply at the destination or there will be a significant risk of health damages, etc.

Until it is clear that a particular package travel will actually be affected, it is necessary to fulfil the contract in a standard manner, including the agreed payment schedule.

If it is obvious from all circumstances that it won't be possible to perform the package travel, the tour operator should cancel the trip without any delay and withdraw from the contract. At the same time, the customer may withdraw from the contract without any cancellation fees. After cancelling the trip by the tour operator, the customer surely doesn't have to pay the rest of the price. For tours with the start date between February 20, 2020, and August 31, 2020, tour operators may also issue a voucher for the trip in the amount corresponding to the part of the price paid for the package travel. So they don't have to wait for the full price to be paid. See below more details on the vouchers. Tour operators are obliged to deal with the customer with professional care and therefore to also verify the possibilities of travelling abroad and performance of the package travel. Tour operators are not allowed to unnecessarily delay the cancellations of affected package travel in order to improve their own financial situation.

The customer is entitled to withdraw from the package travel contract at any time before the start of the trip without giving a reason. However, we do not recommend doing so in advance weeks or even months before the scheduled departure, unless it is yet certain what the situation regarding the spread of coronavirus at the time of departure will be.

In the event that the customer withdraws from the contract early at a time when it is not yet certain that the trip will be affected by the pandemic, it is necessary to assume that the tour operator may require payment of cancellation fees.

## **Under which conditions the tour operator can bill a severance payment (cancellation fee)**

In general, the customer can withdraw from the contract at any time before the start of the trip. However, in cases where the conditions for withdrawal without payment of severance payments are not met, cancellation fees must be calculated.

Severance payments can be charged if the customer withdraws from the travel contract pursuant to Section 2533 par. 1 of the Civil Code. These are typically cases where a customer

cancels a package travel (withdraws from the contract) for reasons on their side, without the tour operator breaching or failing to meet a contract obligation.

Example: The customer cancels the trip due to illness, accident, unexpected work obligations, or simply because they no longer want to go on holiday. In this case, the customer is obliged to pay the severance payment.

Severance payment may also be charged if the tour operator withdraws from the contract due to a breach of contract by the customer (e.g. the customer didn't pay the price of the package travel in time).

In connection with the COVID-19 disease pandemic, cancellation fees should be counted mainly in cases where a package travel to a safe destination was possible before the closure of the Czech border, but the customer withdrew from the contract due to their fear of leaving the country. Furthermore, in cases where the customer withdraws from the contract of the package travel, for which it is not yet clear whether it will be affected by the pandemic (the customer withdraws from the contract long time in advance).

### **Under which circumstances it is not possible to charge severance payments (cancellation fees)**

In the following cases, the tour operator is not entitled to charge severance payments:

- if the customer withdraws from the contract due to unavoidable and extraordinary circumstances at the destination of the trip or stay or its close surroundings, that have a significant impact on the provision of the package travel or on the transport of persons to the destination of the trip or stay (e.g. quarantine measures in connection with the spread of coronavirus);
- if the customer withdraws from the contract because the tour operator has proposed an increase in the price of the package travel by more than eight percent in accordance with Section 2530 of the Civil Code (e.g. there has been a fluctuation in the exchange rate of the crown and the customer doesn't agree to the increase in the price of the package travel);
- if the tour operator, within a reasonable time, doesn't remove a serious defect of the package travel which the customer has claimed (e.g. the customer was accommodated in a hotel of lower category and the tour operator didn't arrange their moving to the agreed hotel within the additional time limit);
- if the tour operator breached the travel contract in any other way and didn't remedy the defect even within an additional reasonable period, or violated the travel contract in a substantial manner;
- if the tour operator withdrew from the contract, in addition to the withdrawal from the contract due to a breach of contract by the customer (e.g. the tour operator cancelled the package travel with regard to quarantine measures in connection with the spread of coronavirus).

If the trip is cancelled by the tour operator or the customer due to the effects of the covid-19 disease pandemic, the severance payment cannot normally be charged. However, the package travel needs to be directly affected (e.g. the date of the trip falls within the period when it cannot be carried out due to the closure of the borders, quarantine measures are issued at the destination, etc.). On the contrary, it is not only the fear of travelling, which is not objectively substantiated, is sufficient.

## How high the severance payment can be

If a severance payment is agreed, the amount shall be adequate. The adequacy of the severance payment shall depend on the period between the time of withdrawal and the start of the trip, taking into account the expected cost savings and the revenue from the alternative use of the offered tourism services.

If no severance payment is agreed, its amount shall correspond to the package travel price reduced by the costs and incomes from alternative use of the offered tourism services.

Put simply, the important thing is how much of the price of the package travel the tour operator will save on unpaid to its suppliers or refunded payments from its suppliers, or on whether the trip can be sold to another customer.

Usually a severance payment is agreed in the travel contract (general terms and conditions of the tour operator) as a percentage of the price of the package travel, or a fixed amount, following the time in advance within which the customer withdraws from the contract. E.g. 15% of the price of the trip in case of the withdrawal 60 days or more before the start of the trip, 25% of the price of the trip in case of the withdrawal from 59 to 30 days before the start of the trip, etc. However, tour operators usually reserve the right to charge severance payments in the amount of actual costs in the contract terms if the amount is higher than the percentage flat rate.

The real costs are typically the costs that the tour operator has already paid or will have to pay to their suppliers in connection with the customer's package travel.

Such costs may include, for example:

- ticket price
- non-refundable payments to hotels
- payments for other tourism services (e.g. for pre-paid trips within the package travel)

It is logical that the closer the start date of the trip is, the more the tour operator has already paid its suppliers for the individual services included in the trip, and the higher the real costs. Even in a situation where the tour operator has not yet paid anything to suppliers, it has actual costs associated with communication with the customer and suppliers.

As a rule, the more tailored the trip is to a specific customer, the higher the actual cost to the tour operator in connection with the withdrawal from the contract.

This tailored customization can be, for example:

- individually purchased flight ticket for a particular customer on a regular flight outside the capacity of charter flights
- individually arranged accommodation
- start of the trip in a different place than the usual place of departure (e.g. pick-up directly at the customer's house)



On the other hand, the actual costs of the tour operator are reduced if the tour operator is not obliged to pay for the tourism services to its suppliers, part of the payments are refunded by the suppliers or they manage to sell the package travel to another customer.

Given the current situation in tourism, it can be assumed that selling a trip to another customer will be much more difficult or completely impossible for the tour operator. Therefore, even cancellation fees justified by actual costs may be higher than in previous years.

### **What to do if the customer doesn't agree with the amount of the severance payment**

Upon the request of the customer, the tour operator is obliged to justify the amount of the severance payment.

In the event of a dispute, the tour operator would have to prove the amount of the actual costs before the court if, the amount of the severance payment was determined on the basis of that criterion.

The Ministry of Regional Development, the Czech Trade Inspection Authority or any other state administration authority cannot decide whether the severance payment is appropriate in a particular case. In the event of a dispute, only the court may issue a binding decision on the adequacy of the particular severance payment amount.

If the severance payment has already been paid by the customer (or has been withheld from refunded amounts), they can claim the refund of the whole amount or a part of the severance payment in a court action. If the customer has not paid the severance payment and the tour operator requires it, it is up to the tour operator to bring the action to court if necessary.

When the customer can ask for reimbursement in the form of a voucher

For tours with the start date from February 20, 2020, to August 31, 2020, the customer may ask the tour operator to reimburse the paid severance payment in the form of a voucher. The customer must submit the application within 3 months from the termination of the original travel contract (i.e. within 3 months from the withdrawal). The tour operator doesn't have to refund the full severance package in this form, but must return at least 10% of it. The voucher is valid for 12 months.

**Template (in Czech) for the withdrawal from the package travel [without giving a reason – with payment of severance payments \(cancellation fees\)](#)**

### **When can a tour operator issue a voucher instead of a refund**

In order to reduce the impact of the pandemic on tour operators, to avoid a wave of bankruptcies and to protect employment in the tourism sector, a one-off law has been passed allowing tour operators to postpone refunds to customers for cancelled package travels and instead issue vouchers for package travels. This measure is called a protective period in the law.

Special conditions apply only to package travels with a starting date from February 20, 2020, to August 31, 2020.

At the same time, the trip must be cancelled either by the tour operator or by the customer, solely because of force majeure, i.e. in particular the covid-19 disease pandemic, pursuant to § 2535 or § 2536 par. 1 letter b) of the Civil Code.

The protective period starts with the delivery of the voucher for the package travel to the customer and ends no later than August 31, 2021. The protection period shall postpone or interrupt the deadline of tour operators' obligation to reimburse payments to customers for package travels cancelled due to the pandemic. If the customer doesn't use the voucher by the end of the protection period, the tour operator shall reimburse the amount received for the original cancelled package travel, no later than 14 days after the end of the period.

### **What conditions the voucher must meet and how it can be used**

If the tour operator decides to use the protection period, it shall notify the customer in writing and issue them a tour voucher at least in the value of all payments paid by the customer or to their benefit for the trip. The voucher on package travel is valid during the protection period. The voucher on package travel contains at least a monetary amount corresponding to the value of all amounts paid by the customer for the trip, the identification details of the tour operator and the date of the beginning and end of the period during which the voucher is valid.

The voucher must be insured for the event of bankruptcy of the tour operator.

The voucher must be sent to the customer in writing. It may be sent electronically if the original contract was concluded by the means of distance communication, e.g. via the Internet, or the customer has agreed with it.

Customers who receive a voucher for an alternative package travel can use it flexibly during the period of protection. The tour operator is obliged to offer the customer, upon their request, an equivalent alternative package travel, for which the customer will use the voucher. If, within 30 days from the customer's request, the tour operator doesn't offer an equivalent replacement trip, the protective period ends. At the end of the protection period, the original monetary obligation of the tour operator towards the customer becomes repayable again.

If the proposed alternative package travel is of the same quality, the tour operator shall not require the customer, in addition to the voucher value, to pay any price difference in comparison with the original travel contract. If the proposed alternative package travel is of higher quality, the customer is obliged to pay the price difference only if the tour operator also offered the customer a trip of the same quality and the customer didn't take advantage of this offer.

If the customer doesn't use the voucher by the end of the protection period, i.e. by August 31, 2021, at the latest, the tour operator shall reimburse all the amounts received for the original cancelled package travel, no later than 14 days after the end of the period.



## Who can refuse the voucher

A customer who falls within one of the following categories may reject a voucher:

- a disability card holder;
- a person registered in the Labour Office register as a jobseeker;
- a pregnant woman or person on maternity or parental leave;
- a single parent taking care of a child;
- a person over 65 years of age;
- an employee who, on the date of the receipt of the tour operator's notice of the application of the protection period, could not carry out the work for different obstacles on the employer's side under Sections 208 and 209 of the Labour Code for at least 30 days,
- School or school facilities that are registered in the register of schools and school facilities.

A protected customer may refuse a voucher for a package travel by notifying the tour operator. At the same time, they must return the issued voucher for the package travel. By refusing the voucher, the protection period will end and the tour operator's obligation to reimburse the amounts received for the cancelled package travel will be renewed without any delay.

The fact if the customer belongs to one of the specially protected customer groups is assessed at the date of delivery of the voucher to the customer. In the event of a dispute, the customer carries the burden of proof that he belonged to one of the listed protected groups.

A tour contract is often concluded for the benefit of more customers. In this case, one customer usually acts as a contracting party, and also concludes the travel contract for the benefit of other persons (passengers) who have the right to use the tourism services. Passengers also have the status of a customer under Act No. 159/1999 Coll., but usually not of the contracting parties. The purpose of the withdrawal period is to postpone or suspend the deadline of the travel agent's obligation to refund payments for cancelled package travel for a certain period of time. The protection period therefore has effects only on the customer who has been entitled to reimbursement of the amounts paid for the trip. This customer is usually the customer who is a party to the travel contract and paid the price for the trip. Membership of a defined specially protected group must therefore be examined in relation to the customer who has the right to the reimbursement of payments received for the package travel by the tour operator. If such a customer falls into one of the specially protected groups, the voucher may be rejected as a whole and the tour operator should pay him the full amount to which they would otherwise have the right to be reimbursed without undue delay. If, on the other hand, the customer who has acquired the right to refund is a person who does not belong to one of the specially protected groups, they cannot refuse the voucher, even if, for example, one of the passengers who didn't have the right for the refund was among the protected persons.

### Examples:

- A grandparent over the age of 65 concluded a travel contract for himself and for the benefit of his grandchildren. In the event of cancellation of the package travel, payments should be refunded to the grandparent, including payments he paid for his

grandchildren. The customer belongs to a specially protected group of persons over 65 years of age, so he can refuse a voucher for the package travel, even if the children don't fall within the protected groups of customers.

- The contract was concluded by one of the parents for herself and for the benefit of the husband and children. One of the children holds a disability card. After cancelling the trip, the travel agency would normally refund the paid amounts to the parent with whom it concluded the contract. Since this parent is not a particularly protected customer, she cannot refuse the voucher, even though one of the passengers is a disability card holder.

- The contract for the trip was concluded by a school for the benefit of minor pupils. As a customer, the school has the possibility to reject the voucher in its entirety, even though individual pupils don't belong to any particularly protected group of customers.

The purpose of the exemption is to provide protection in cases of urgent reimbursements of payments to particularly vulnerable groups of customers. However, they must be customers whose right to refund has already arisen.

### **Package travel with departure in another country**

In the case where a Czech consumer purchased a package travel from a foreign tour operator and the place of departure isn't in the Czech Republic, the travel contract usually wouldn't be governed by Czech law, but by the law of the state of the registered office of the tour operator. The impossibility of travelling to the place of boarding for a trip due to extraordinary measures taken in the Czech Republic would usually not be at the risk of the tour operator, because the journey to the place of departure of the trip is carried out separately by the customer at their own risk.

A possibility of withdrawing from the contract due to extraordinary circumstances shall be based on the situation at the place of the agreed departure for the trip, routes of travel and the final destination. From this perspective, the situation in the Czech Republic wouldn't usually be relevant to such contract. In the Member States of the European Union, the possibility of withdrawal in extraordinary circumstances applies to the rules similar to those in the Czech Republic under the applicable Directive of the European Union. In cases of questions, consumers are encouraged to contact the [European Consumer Centre in their home country](#).

### **Return flight tickets, bus tickets and train tickets**

Where the flight is cancelled in connection with extraordinary circumstances caused by the COVID-19 disease or accompanying epidemiological measures, passengers may request a refund of the ticket price or, where appropriate, to be re-routed to an alternative service, depending on the availability of seats and the possibility of entering a particular national territory. In the case of re-routing, passengers are entitled to necessary care, which usually includes refreshments for the necessary time period as well as accommodation. Passengers cannot claim compensation against carriers in the event of cancelled flights due to extraordinary circumstances. If the flight is not cancelled and the passenger is not allowed to board in the consequence of the current restrictive measures taken by a number of states, it may be possible to request re-routing to an alternative flight after the restrictive measures

end. A number of airlines currently offer free departure changes or cancellations. We recommend that you check the website of the relevant carrier. Due to the overload of customer centres in connection with the high number of cancelled flights, it can be recommended that passengers now contact the carrier by phone only in the event of a scheduled departure within the next few days.

In the event that a flight is cancelled in the context of the extraordinary circumstances caused by COVID-19 disease or accompanying epidemiological measures, passengers may request a refund of the ticket price or, instead, a re-routing to a replacement service, depending on the availability of seats and the possibility of entry into the territory of individual states. In the case of re-routing, passengers are entitled to the necessary care, which usually includes refreshments in the amount corresponding to the delay or accommodation for a necessary period. Passengers cannot claim compensation against carriers in the event of cancelled flights due to extraordinary circumstances. A number of airlines currently offer free departure changes or cancellations. We recommend that you check the website of the relevant carrier. Due to the overload of customer centres caused by the high number of cancelled flights, it is recommended that passengers now contact the carrier by phone only in case of a scheduled departure within the next few days.

Many airlines offer only vouchers to passengers in connection with the disruption of operations caused by the pandemic, instead of reimbursement of the ticket price. This procedure is likely to lack any legal background. However, it should be taken into account, on a practical level, that air transport is one of the sectors most affected and many carriers don't have sufficient available funding. The survival of many carriers is likely to depend on whether they manage to receive any state aid. In the event that the carrier offers only a voucher and refuses to refund the price of the ticket directly, in our opinion, the most appropriate solution for the passenger is now to wait for the further development of the situation and the extent to which the air transport will resume after the pandemic has subsided and the financial situation of the carriers will improve. Unfortunately, this can take many weeks or months. The alternative for passengers is to seek a refund of the ticket price in a court action. The passenger would most likely be successful in court, but the judgment cannot be expected not earlier than within a few months. In the event that the carrier would cease operations in the meantime as a result of a poor financial situation, the judgment would be unenforceable in practice and the costs of the court action would be borne by the passenger.

Situation in bus and rail transport is similar to the situation in air transport.

### **Individually purchased accommodation**

In the case of individually purchased accommodation in the Czech Republic for the period when it is forbidden to provide accommodation services, i.e. in the case of accommodation in the Czech Republic, the accommodation isn't possible from March 16, 2020, until the end of the ban (presumption June 8, 2020), the landlord and the customer can withdraw from the accommodation contract. Since the landlord isn't allowed to provide his services during this period and therefore the obligation under the contract cannot be fulfilled, cancellation fees cannot be charged to the customer. In the period when the direct ban on the provision of accommodation services doesn't apply, the standard cancellation conditions apply.

In the case of individually booked accommodation abroad, the possibility of withdrawal is generally governed by the law of the particular state in which the accommodation facility is located. Crisis measures in the Czech Republic will usually not be a sufficient reason for a withdrawal and refund of the price paid for non-refundable bookings. A number of landlords

and booking portals have declared special conditions in connection with the pandemic situation. We recommend you to ask for information about cancellation options from the accommodation facility operator or booking portal.

## **Dispute resolution**

The recommendations contained in this material express the legal opinion of the CTIA and the MMR, but are not legally binding. In the event of a dispute, only the court can issue a legally binding decision on the matter of a civil dispute.

In the event of a dispute that the consumer fails to resolve directly with the entrepreneur, the consumer may submit an application to initiate an out-of-court settlement of the consumer dispute (ADR). Out-of-court dispute resolution is an procedure based on the search for a mutually acceptable agreement between the parties of the dispute. Unlike the courts, the Czech Trade Inspection Authority does not have the power to issue a binding decision on the matter of the dispute or to force the parties of the dispute to agree. For more information on the out-of-court settlement of consumer disputes or application to initiate a dispute settlement, please see the [www.adr.coi.cz](http://www.adr.coi.cz) website. It stems from the nature of the legally non-binding conciliation on which the ADR is based, that out-of-court settlement of consumer disputes can only be an effective tool in cases where both parties have the interest in resolving the case that way.

## **Other questions relating to consumer rights in the time of emergency:**

### **Services that cannot be provided at the time of emergency**

Based on crisis measures, a number of prohibitions and restrictions apply in the field of cultural, sports and other events and in the operation of retail.

In the event that, on the basis of a crisis measure, it is not possible to fulfil the contract in a timely manner, it is an intervention of the so-called force majeure. Such situations may be, for example, the following:

- Purchase of a theatre ticket that has been cancelled;
- Reservation of a book in a library that is closed;
- Purchase a tasting menu in a restaurant that is not in operation;
- Prepayment of fitness-coach service in a gym for the time when the gym is closed, etc.

In this case, the contracting party that defaults on the fulfilment of the obligation (e.g. theatre, restaurant, coach) shall not be held liable for damage caused to the other party as a result of the delay (e.g. damage to an unused paid hotel stay or train ticket, acquired in relation to a planned visit to the theatre in a foreign town, or a dinner purchased instead of a cancelled tasting menu, etc.)

In the event of a delay, the right of a contracting party which is not in default is generally maintained to withdraw from the contract after the additional period to fulfil the obligation passes and to seek the repayment of the already paid performance.

When exercising their rights at a time of emergency, participants in the contractual relationship should treat each other respectfully, with patience and taking into account the emergency situation in which the other party may find themselves. Bullying exercise of law or other practice contrary to good morals isn't covered by any legal protection, such conduct doesn't have legal effects.

### **Making a claim in the time of emergency**

Consumers are encouraged to act primarily in terms of their own health and the health of others at a time of emergency. We recommend that you postpone the handling of matters that are not strictly necessary until the situation returns where entrepreneurs return to their normal mode.

Crisis measures do not specifically regulate the issue of the application and handling of complaints. In exercising their rights at a time of emergency, participants in the contractual relationship should treat each other respectfully, with patience and taking into account the emergency situation in which the other party may find themselves, e.g. in connection with forced closure, lack of staff who have to baby-sit at home, are quarantined, etc., e.g. the bullying insisting on the settlement of claims of consumer goods which is not indispensable, within normal time limits and withdrawal from the contract, if, due to a state of emergency, the claim could not be settled, the nature of such conduct may be contrary to good manners to which no legal protection is granted.

Bullying exercise of law or other practice contrary to good morals isn't covered by any legal protection, such conduct doesn't have legal effects.

Template: Withdrawal from the contract of the trip (extraordinary  
circumstances, without payment of severance payment)

**Customer:**

Name and surname:

Residence:

(e-mail, phone number, if applicable):

**Addressee:**

Tour operator: (first and last name/company)

Registration number:

Address:

Registered with delivery note

**Notice of withdrawal from the contract of the trip**

On the day ..... I concluded a travel contract no....., with you as a tour operator in the period ....., to the destination .....

On the basis of the provision of Section 2535 of the Act No. 89/2012 Coll., Civil Code, I exercise my legal right and withdraw from the travel contract.

Withdrawal from the contract of the trip pursuant to Section 2535 of the Civil Code is justified by the significant risk of infection with COVID-19 disease in the place of stay and the recommendation of the Ministry of Foreign Affairs not to travel to this area.

At the same time, I ask you to return payments received for the trip to the bank account No.....

In ..... on the day .....