



UvA-DARE (Digital Academic Repository)

Precontractual information obligations for package travel contracts

Loos, M.B.M.

Publication date

2016

Document Version

Final published version

Published in

EuCML

[Link to publication](#)

Citation for published version (APA):

Loos, M. B. M. (2016). Precontractual information obligations for package travel contracts. *EuCML*, 5(3), 125-130.

<https://kluwerlawonline.com/JournalArticle/Journal+of+European+Consumer+and+Market+Law/5.3/EuCML2016026>

General rights

It is not permitted to download or to forward/distribute the text or part of it without the consent of the author(s) and/or copyright holder(s), other than for strictly personal, individual use, unless the work is under an open content license (like Creative Commons).

Disclaimer/Complaints regulations

If you believe that digital publication of certain material infringes any of your rights or (privacy) interests, please let the Library know, stating your reasons. In case of a legitimate complaint, the Library will make the material inaccessible and/or remove it from the website. Please Ask the Library: <https://uba.uva.nl/en/contact>, or a letter to: Library of the University of Amsterdam, Secretariat, Singel 425, 1012 WP Amsterdam, The Netherlands. You will be contacted as soon as possible.

Marco B. M. Loos*

Precontractual information obligations for package travel contracts

I. Introduction

On 25 November 2015 the new Package Travel Directive¹ was adopted. The Directive modernises the 1990 Package Travel Directive,² in particular by expanding its scope to certain dynamic packages. The new Directive must be transposed by 1 January 2018 and will then be applicable from 1 July 2018.³ By that same date, the 1990 Package Travel Directive will be repealed.⁴ Whereas the 1990 Directive indicated the person travelling on the basis of the package travel contract as a ‘consumer’,⁵ the 2015 Directive rightly has changed that indication into a ‘traveller’, as also business travellers under certain conditions are offered the protection that the Directive offers.⁶ In this paper, I will consistently use that term to indicate the counterpart of the organizer.

Both the 1990 and the 2015 Package Travel Directives contain extensive information obligations. Similarly, under the Unfair Commercial Practices Directive⁷ traders are required not to provide misleading information to consumers and not to hide information that the average consumer needs in order to make an informed decision with regard to the conclusion of a contract. The idea behind these precontractual information obligations is that if, and when, consumers are properly

informed about the main characteristics of the goods or services offered to them, they will conclude contracts that are in their best interests – and by and large do not need addi-

* Prof. Dr. M. B. M. Loos is Professor of Private Law, in particular of European consumer law, at the Centre for the Study of European Contract Law of the University of Amsterdam in the Netherlands and a member of the Board of the Ius Commune Research School. This paper is based on a presentation given during a workshop on the New Package Travel Directive, organized by the University of Amsterdam on 24 November 2015.

1 Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC, OJ 2015, L 326/1.

2 Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours, OJ 1990, L 158/59.

3 See Art. 28 Package Travel Directive 2015.

4 See Art. 29 Package Travel Directive 2015.

5 See Art. 2(4) Package Travel Directive 1990.

6 See Art. 3(6) Package Travel Directive 2015. Recital (7) in the preamble to this Directive indicates that it is often difficult to distinguish between consumers and business travellers, who may book their travels through the same booking channels as consumers and may need a similar level of protection. The use of the word ‘consumer’ is abandoned in order to avoid confusion with the definition of the term ‘consumer’ used in other Union legislation, the recital concludes.

7 Directive 2005/29/EC, OJ 2005, L 149/22.

tional protection. However, for this scheme to work, traders must provide the information required under European consumer law.⁸ In this paper, I will examine whether they indeed comply with two specific information obligations.

Since the Package Travel Directive 2015 will only have to be transposed by 1 January 2018, it seems appropriate to focus on information obligations that already exist under the current legislation. The extent to which these information obligations are currently complied with may provide insights as to whether we may expect compliance with the new information obligations.

For that reason, in section 3 I will investigate whether two of the information obligations which already exist under the current legislation are actually complied with by two of Europe's largest tour organizers. If they don't, then by definition the information obligations are not effective in protecting consumers. If that would indeed be the outcome, then this points to underenforcement of the current information obligations, and the (political) question could be raised whether more stringent enforcement measures should be taken: the issuing of a new Directive would then not by itself remedy the underenforcement of such information obligations.

Before going into this, however, in section 2 I will sketch the scope of the precontractual information obligations under the Package Travel Directive 2015 and compare that with the provisions on the supply of information under its predecessor and under the – also applicable – Unfair Commercial Practices Directive, which is also applicable to package travel contracts. This section is merely intended to present an overview how much information must be provided by an organizer before a contract is concluded, but does not analyse these information obligations.

II. Precontractual information obligations under the 2015 and 1990 Directives

1. Precontractual information obligations under the Package Travel Directive 2015

Under Article 5 paragraph (1) of the Package Travel Directive 2015, organizers are required to inform the traveller, before she is bound by the contract or an offer to conclude such a contract, about: the main characteristics of the travel services;⁹ the trading name and the geographical address of the organizer; his telephone number and e-mail address¹⁰ the total price of the package including all additional fees, charges and costs; the arrangements for payment and pre-payment;¹¹ general requirements on passport and visa, including approximate periods for obtaining visas, and information on health formalities, of the country of destination;¹² options for termination by the traveller;¹³ and insurance possibilities and requirements.¹⁴ Where the package is sold through a retailer, the retailer is also required to provide this information, accompanied by information about the retailer's own contact details.¹⁵ In addition, a standard form must be provided indicating the traveller's key rights as indicated in Part A or Part B of Annex I to the Directive.¹⁶ For packages that consist of the combination of travel services purchased from separate traders through linked online booking processes, the information must be provided by each service provider. In addition, when the organizer¹⁷ transfers the personal information to another trader, he is required to provide the traveller with another standard form indicating that if within 24 hours an additional contract is concluded with the other trader, a package travel contract is concluded and the organizer is responsible for the proper performance of the (whole) contract.¹⁸ Moreover, in all cases the information must

be provided 'in a clear, comprehensible and prominent manner'.¹⁹ Apart from the contact details and the information pertaining to the passport, visa requirements, health formalities and insurance, the information provided forms part of the contract and can only be changed before the contract is concluded through express agreement between the parties.²⁰

2. Precontractual information obligations under the Package Travel Directive 1990 and the Unfair Commercial Practices Directive

Under the Package Travel Directive 1990, more or less the same information has to be provided to the traveller before the contract is concluded.²¹ In addition, the Package Travel Directive 1990 indicates that the information provided must not be misleading²² – a provision that is now superfluous due to the later adoption of the Unfair Commercial Practices Directive. Where the organizer makes use of brochures to showcase the several booking options – which before the involvement of the internet and of e-commerce was the organizer's main marketing instrument – these brochures have to include some of the information that has to be provided before the contract is concluded. Moreover, that information has to be disclosed 'in a legible, comprehensible and accurate manner'.²³ This information includes, in particular, the main characteristics of the travel services, the price and payment details, the minimum size of a group package and the deadline for cancellation by the trader for not meeting that minimum size, as well as general information on passport and visa requirements for nationals of the Member State or States concerned, and health formalities required for the journey, and the stay. The information in the brochure is binding on the organizer or, as the case may be, the retailer.²⁴

The Package Travel Directive 1990 does not explicitly require that the information has to be provided 'in a clear, compre-

8 The importance of precontractual information obligations is underlined in Recital (16) of the preamble to the 2015 Directive, which indicates that the relevant enforcement authorities should intervene where traders do not provide accurate information to travellers.

9 This information includes, *i.a.*, the travel destination(s), itinerary and periods of stay and the characteristics of transport, including (in so far as possible) the dates and time of departure and return, the location and main features of the accommodation, the meal plan, included excursion (s) or other services, and (where relevant) what the size of the group of tourists. Moreover, the trader must also indicate whether the package is generally suitable for persons with reduced mobility, see Art. 5 para. 1 (a) sub (i-viii) Package Travel Directive 2015.

10 Art. 5 para. 1(b) Package Travel Directive 2015.

11 Art. 5 para. 1(c-d) Package Travel Directive 2015.

12 Art. 5 para. 1(f) Package Travel Directive 2015.

13 Art. 5 para. 1(g) Package Travel Directive 2015.

14 Art. 5 para. 1(h) Package Travel Directive 2015.

15 See the introductory words of Art. 5 para. 1 Package Travel Directive 2015. This implies that the consumer will receive the same information twice. Under the Package Travel Directive 1990, the information must be provided either by the organizer or the retailer, implying that information provided by one of them need not (also) be provided by the other.

16 See the introductory words of Art. 5 para. 1 Package Travel Directive 2015.

17 That is the service provider (typically: the first service provider contacted by the traveller) who transmits the traveller's data to another service provider, see Art. 3(8) Package Travel Directive 2015.

18 Cf. Art. 5 para. 2 Package Travel Directive 2015. This implies that it is the organizer's responsibility to become aware of the details of the agreement with the second service provider.

19 Cf. Art. 5 para. 3 Package Travel Directive 2015.

20 Cf. Art. 6 para. 1 Package Travel Directive 2015.

21 See in particular Art. 4 para. 1 Package Travel Directive 1990.

22 See Art. 3 para. 1 Package Travel Directive 1990.

23 See Art. 3 para. 2 Package Travel Directive 1990.

24 Under the Package Travel Directive 1990, the Member States determined whether the organizer or the retailer was the contracting party and, therefore, liable for the proper performance of the package travel contract.

hensible and prominent manner', as the Directive 2015 requires. It should be noted, however, that the requirement that the information may not be misleading, and that information provided through a brochure had to be legible, comprehensible and accurate more or less fulfilled the same purpose as its equivalent in the Package Travel Directive 2015.

Different from the Package Travel Directive 2015, the Directive 1990 does *not* require the organizer to mention his contact details to the traveller. Such a requirement only existed with regard to the contact details of the organizer's local representative or, failing that, of local agencies on whose assistance a consumer in difficulty could call, or an emergency telephone number or any other information enabling the traveller to contact the organizer herself.

However, for the organizer the obligation to provide also his own contact details to the traveller does follow from Article 7 paragraph 4 under (b) Unfair Commercial Practices Directive in case there is an 'invitation to purchase' (and the traveller is a consumer within the meaning of that Directive). According to Article 2 under (i) of the Directive, an invitation to purchase means a commercial communication, which indicates characteristics of the product and the price in a way appropriate to the means of the commercial communication used, and thereby enables the consumer to make a purchase. The Court of Justice has clarified that such an invitation to purchase exists as soon as the information on the advertised product and its price is sufficient for the consumer to be able to make a transactional decision, without it being necessary for the commercial communication also to offer an actual opportunity to purchase the product, or for it to appear in connection with such an opportunity.²⁵ This means that as soon as the combination of the characteristics of the package travel and the price is sufficiently clear for the consumer to make up her mind about whether or not to conclude the contract, any information which is considered to be 'material' must be made available to the consumer. Article 7 paragraph 4 under (b) Unfair Commercial Practices Directive explicitly qualifies the information as to the contact details of the organizer as 'material information'. Where this information is not provided to the traveller, this is considered to be a misleading omission, if the average consumer would need this information in order to make a transactional decision. Since the contact details are needed to clearly establish the identity of the traveller's counterpart to the contract and it seems likely that a cautious consumer would value this information, in order to decide whether she wishes to conclude a contract with *this* particular organizer, in my view, the omission of the contact details in an invitation to purchase indeed constitutes a misleading omission.

Similarly, Article 7 paragraph 5 Unfair Commercial Practices Directive adds that information requirements established by Community law in relation to commercial communication including advertising or marketing are considered as material. In the non-exhaustive list of Annex II to the Unfair Commercial Practices Directive, the information requirements of Article 3 of the Package Travel Directive 1990 – including the obligation to inform the traveller of passport and visa requirements – are expressly listed.²⁶ Moreover, in the *Ving Sverige*-case, the Court of Justice explicitly stated that the information listed in Article 3 of the Package Travel Directive 1990 is to be considered as essential information and, therefore, must be disclosed already at the stage of the invitation to purchase.²⁷ This implies that also the information as to passport and visa requirements is to be regarded as material information that must be disclosed to the consumer already when the organizer gives the consumer an invitation to pur-

chase. And again, as the information on passport and visa requirements may be relevant to the decision of a traveller whether or not to conclude the contract, the omission of such information constitutes a misleading and, therefore, unfair commercial practice.

III. Precontractual information obligations in practice

From the previous sections it follows that although the scope of the Package Travel Directive 2015 has been enlarged when compared to the Directive 1990, the extent of the information obligations imposed on organizers as such has not changed very much, in particular not when also the information obligations under the Unfair Commercial Practices Directive are taken into account.²⁸

This could signal that these information obligations have functioned well since the implementation of the Package Travel Directive 1990. In this paper, I will not discuss whether from the point of view of consumer protection information obligations are the best or the most effective means of protecting or restoring the contractual equilibrium between organizers and travellers. Instead, I will ascertain whether organizers actually live up to their obligations to inform their customers. For that purpose, I will investigate whether a UK and a German subsidiary of two of the largest tour operators in Europe have organised their online booking procedure in such a way that compliance with the obligations under the 1990 and the 2015 Directives is ensured. I will describe the booking process at the website of Thomson UK, a UK subsidiary of TUI Group,²⁹ and the website of Neckermann Germany, one of the German subsidiaries of Thomas Cook Group.³⁰ More pointedly, I will focus on whether these companies comply with two specific information obligations, which I have identified as material information that must be provided already at the stage of an invitation to purchase and, therefore, in the early stages of online booking: the contact details of the organizer and the general information regarding passport and visa requirements.

1. Booking a holiday to Ghana with Thomson Travel (UK)

In order to find out whether Thomson Travel, the UK subsidiary of TUI, complies with the information obligations under European consumer law, in November 2015 I tried to book a holiday to Ghana at the website of Thomson Travel. I chose the desired travel dates and I gave a name and a London address,³¹ but did not need to indicate my nationality – which is not British but Dutch. At the bottom of the

25 CJEU 12 May 2011, case C-122/10 *Konsumentombudsmannen/Ving Sverige* [2011] ECR I-3903, ECLI:EU:C:2011:299, point 33.

26 The reference to this provision will be understood as a reference to the Package Travel Directive 2015 once that Directive is applicable, see Art. 29 Package Travel Directive 2015.

27 Cf. CJEU 12 May 2011, case C-122/10 *Konsumentombudsmannen/Ving Sverige* [2011] ECR I-3903, ECLI:EU:C:2011:299, point 57.

28 What is new, however, is that the Directive now expressly encumbers the organizer with the performance of the information obligations, whereas under the Package Travel Directive 1990 a Member State could require the information to be provided by the retailer.

29 According to its website, TUI Group is the world's biggest conglomerate of tourism companies, see <http://www.tuigroup.com/en-en/about-us/about-tui-group> (last visited 17 March 2016).

30 According to its website, Thomas Cook Group is number one or two (by revenue) in all its core markets worldwide, see <http://www.thomas-cookgroup.com/about-us/> (last visited 17 March 2016).

31 When booking, a phone number must be entered. When I provided a Dutch phone number, this was not recognised as a valid phone number. This suggests that only a person with a UK residence may book at this website.

online booking form ‘Book your holiday’, under the heading ‘Terms and Conditions’, the website indicated the following:

‘Please note that all members of your party must have valid passports and any applicable visas before travelling. Visit the Foreign Office website for visa and travel advice. (...)’.

Before being able to book the holiday, I was required to tick a box indicating acceptance of the booking conditions (in addition of the Terms and Conditions just mentioned). The online booking form contained a link to these booking conditions and to the website of the UK Foreign Office. At the very beginning of the linked webpage with booking conditions, the contact details of Thomson Travel were mentioned. Moreover, at the end of section 9 of these booking conditions, the following term was included:

‘It is your responsibility to comply with all passport, visa and other requirements. Your passport and travel documents must be intact; you may be refused travel if they are damaged or have been tampered with. We do not accept any responsibility if you cannot travel because you have not complied with these requirements.’

The link to the booking conditions, therefore, could not tell me anything about any visa requirements that might be applicable to my package. Clicking on the link to the Foreign Office website redirected me to a webpage operated by the UK Government entitled ‘Passports, travel, and living abroad’.³² The traveller is, however, not led to any information about passport or visa requirements by clicking on the hyperlinks ‘Passports’ and ‘Travel abroad’. At the left side of the screen, an A to Z list was shown. Scrolling down that list, directly below ‘Passports, travel, and living abroad’, the entry ‘Visas and immigration’ was shown. When I then clicked on this latter hyperlink, I was redirected to the webpage on visas and immigration,³³ which itself also offered an A to Z list. Scrolling down, under ‘Manage your application’ there appeared to be information as to the necessity to apply for a visa to visit Ghana.³⁴ That was just an appearance, however, since instead the webpage offered information regarding visa requirements to enter the United Kingdom when travelling from abroad. Before giving up, I decided to enter the terms ‘visa Ghana’ in a search box on the website. That led me to a webpage showing several items related to this search term.³⁵ The sixth entry, finally, led me to another webpage with information relevant for arranging a stay in Ghana.³⁶ I then clicked on ‘Entry requirements’. The website indicated that ‘British passport holders need a visa to enter Ghana. For further information contact the Ghanaian High Commission in London.’³⁷ The hyperlink to the website of the Ghanaian High Commission³⁸ then offered information as to passport and visa requirements for entry into Ghana, and the possibility to apply for a visa for Ghana, also for non-UK travellers. Moreover, the website showed that the standard application procedure will take 10-15 working days from receipt of the hard copy of the application at the Ghana High Commission mission, but that 24hr and 72hr processing services are also available at an additional fee.

As follows from above, Thomson Travel itself did not provide any information as to passport or visa requirements, let alone about the approximate time required for the traveller to obtain the visa, but only referred to the website of the UK government. Of course, that website contains multitude of information not only pertaining to UK travellers travelling abroad, but also for travellers seeking an entry into the UK. As was shown above, it is actually very difficult to find the information that the traveller is in need of before booking. Moreover, it shows that even though the information is

pertinent to the traveller, she is not informed of the importance of that information for this particular destination. As a result, travellers may simply give up and run the risk of missing out on information they really need to receive before booking. Only by actively and specifically searching for the proper visa requirements I was then led to the relevant website where the Ghanaian authorities inform travellers as to their entry requirements. Thomson Travel thus clearly violated its obligations under the Package Travel Directive 1990, with possible detriment to consumers.

In April 2016, the website of the UK Government still contained the same information, but I no longer found a direct link to this information on the website of Thomson Travel. At that moment, no holidays to Ghana were offered. When I tried to book a holiday to Cape Verde instead – for which also visa requirements apply –, the booking process had been changed significantly. At the end of the booking process, under the heading ‘Important information’ the following information was stated:

‘To apply for a visa for Cape Verde please visit <https://www.thomson.co.uk/xyzcape-verdel/> (...)’.

Clicking on the hyperlink leads to a webpage, through which a visa may be applied for. However, that webpage requires the traveller to list a booking reference and the party size. This suggests that this service is available only *after* the booking was made. Before booking, the traveller is made aware of the existence of visa requirements, but not which requirements apply or where to find this information. Also under the new booking procedure, Thomson Travel thus does not comply with the information obligations under the Package Travel Directive 1990; unless the procedure is amended before the Package Travel Directive 2015 is implemented, Thomson Travel will not comply with the obligations under that Directive either.

2. Booking a holiday to Cape Verde with Neckermann Reisen (Germany)

In November 2015 I also tried to book a holiday to Cape Verde through the German website of Neckermann Reisen. The booking process since then has not changed, at least not significantly. In the case of this booking process, I entered my name and a Dutch address at the appropriate place of the German online booking form.³⁹ Before being able to finish booking, I was required to state that I have read and that I accept the standard terms of Neckermann Reisen and of Thomas Cook Touristik GmbH. Moreover, I was also required to state that I had taken into account the entry requirements applicable pursuant to the nationalities of the travellers and that I am aware that the necessary travel information for German citizens is available at the website of the German Ministry of Foreign Affairs, to which a link is provided. The online booking form first links to Neckermann Reisen’s standard terms.⁴⁰

32 <https://www.gov.uk/browse/abroad>.

33 <https://www.gov.uk/browse/visas-immigration>.

34 <https://www.gov.uk/browse/visas-immigration/manage-your-application>.

35 <https://www.gov.uk/search?q=visa+ghana>.

36 <https://www.gov.uk/foreign-travel-advice/ghana>.

37 <https://www.gov.uk/foreign-travel-advice/ghana/entry-requirements>.

38 <https://www.ghanahighcommissionuk.com/Passports/>

39 At this website people living from outside Germany could make a booking, which implies that the website is accessible from other EU countries.

40 https://buchen.neckermann-reisen.de/#/offers?bis=12.5.2016&dauer=5to8d&cerwachsene=2&hotelId=49706&produkt=p&sortierung=PRICE_ASC&vcon=13.4.2016

The standard terms, under Article 10, again require the traveller to be aware of the requirements as to passport and visa and that the consequences of non-compliance therewith are to be borne by the traveller. In addition, the standard terms indicate that the information in the standard terms on these requirements pertains to German citizens and that foreigners often must comply with different requirements; foreigners are, therefore, requested to obtain the information at the competent consulate.

At the very end of the standard terms, contact details of the organizer are provided⁴¹ – albeit that with every package booked, a different company's name may be displayed as the organiser.

At the website of the German Ministry of Foreign Affairs,⁴² to which the online booking form of Neckermann Reisen links directly, the traveller can enter the name of the country she wants to visit. After entering the name 'Cabo Verde', a link to a webpage with specified information opens up.⁴³ The fourth entry at that webpage, which can also be accessed by just scrolling down the webpage itself, pertains to visa requirements. The information indicates that a visa is indeed required, where the visa may be obtained and that the information may change on short notice and may not have been updated yet. Moreover, it is clearly explained that the information *only* pertains to German citizens. Finally, the webpage also indicates when it has last been updated.

From this, it is clear that Neckermann Reisen offered clearer and more direct access to the information as to visa requirements. First, it linked more directly to the relevant part of the website of the Ministry of Foreign Affairs than the link provided by Thomson Travel in the UK. Secondly, the standard terms indicated that foreign citizens must inquire about visa requirements themselves, without, however, the website offering them any additional help in their pursuit. In addition, the information on the German Ministry of Foreign Affairs website clearly sets out that it is expressly restricted to German citizens, too. Neither Neckermann nor the Ministry of Foreign Affairs, however, gave any information as to the duration of the application procedure. It must, therefore, be concluded that whereas Neckermann Reisen with regard to visa requirements may meet the requirements of the Package Travel Directive 1990, it would not (yet) meet the slightly higher demands stemming from the Package Travel Directive 2015, if the procedure was not adjusted by the implementation deadline. Moreover, the information pertaining to visa requirements for travellers that do not have the German nationality is insufficient. Still, the difference in treatment between own citizens and citizens of other countries is made slightly more visible by Neckermann Reisen than by Thomson Travel in the UK, if travellers actually would have read the standard terms. It seems likely that under the European information paradigm and the EU benchmark of an average consumer, consumers are likely to be expected to indeed have read these standard terms. It seems unlikely to me, however, that most travellers will in reality have done so – and certainly not at the moment of booking, where they are rather much more interested in reading about the chosen destination than about the legal conditions for travelling.

IV. Concluding remarks

This brief study into the compliance of the national subsidiaries of two major international tour organisers shows that both companies, in their standard contract terms, provide their contact details. These standard terms must be accepted

expressly by the traveller and may be downloaded and stored or printed by her. If one would accept that providing precontractual information through standard terms and booking conditions suffices to protect consumers in this respect, and that an average consumer may be expected to have read the standard terms, then the conclusion must be that both Thomson Travel and Neckermann Reisen comply with their obligation under the Package Travel Directive 1990 and the 2005 Unfair Commercial Practices Directive to provide these contact details to travellers before booking is finalised.

Arguably, more important for the traveller is that she receives proper information as to visa requirements – if she is required to obtain a visa but does not obtain one on time, then the traveller will not be admitted to the country where she would like to spend her holiday. As obtaining visa may be burdensome and expensive, this typically is information that travellers need to receive at an early stage of the booking process – or rather at the stage of orientation as to their holiday options. Neither Thomson Travel in the UK, nor Neckermann Reisen in Germany fully comply with this information obligation under the applicable European Directives. This was true in particular for Thomson Travel, which until last year shifted the burden of finding out about the applicable visa requirements to the traveller altogether. At least, both companies do indicate that visa requirements apply and that it is the traveller's responsibility to obtain further (or any) information on this travel requirement. Nevertheless, it is rather clear that both companies have problems in complying with this important information obligation. This implies that travellers in at least two of the larger European countries run the risk of receiving too little information at the moment when information as to visa requirement is pertinent and, therefore, may sustain significant harm.

Some specific remarks on cross-border contracting may be made. Neckermann Reisen's standard terms make it clearer than Thomson Travel's standard terms that any information provided, typically applies to citizens of the country where the company itself is established. However, the evidence on the lack of readership of standard terms and conditions makes it rather doubtful that this information actually reaches travellers before the contract is concluded and something has gone wrong in the performance thereof. Moreover, there were practical problems with registering a non-UK telephone number at the online booking form offered by Thomson Travel. Both the non-existent provision of information on visa requirements for citizens of a different nationality than the country where the travel organizer is located and the problem with the registration of a non-UK telephone numbers at Thomson Travel's website suggest that – more than 25 years after the introduction of a European Directive on package travel – cross-border booking of package travel remains difficult.

The fact that the important precontractual information regarding passport and visa requirements is still not complied with by either Thomson Travel (TUI, UK) nor Neckermann Reisen (Thomas Cook, Germany) sheds doubt as to whether the information obligations under the Package Travel Directive 2015 will be effective. In addition, one may conclude that apparently

41 It may be that the name of the organizer displayed is different from Neckermann Reisen, which suggests that in such cases Neckermann Reisen in fact acts as an intermediary only. This is far from clear for the casual user of the website.

42 http://www.auswaertiges-amt.de/DE/Laenderinformationen/LaenderReiseinformationen_node.html.

43 <http://www.auswaertiges-amt.de/DE/Laenderinformationen/00-SiHi/CaboVerdeSicherheit.html>.

the compliance with the information obligations has not been very high on the agenda of enforcement agencies either – otherwise the lack of information on this matter – which clearly is relevant for the average consumer before booking a package

travel – would have been noticed before, and most likely have been remedied by now. Both these points may easily be remedied if enforcement agencies target the travel industry. It seems time for a pan-European enforcement sweep... ■