

Tourism Law and Legislation

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1- Introduction to Travel Contracts

This module aims to explain:

- Fundamentals of Travel Agency Agreements
- The right of travellers and obligations
- Key Contractual Components
- Supplier and Vendor Agreements

1- Introduction to Travel Contracts

1.1- What is a Travel Contract?

- A travel contract is a:
 - Legally binding agreement
 - Between a traveler and a service provider
- **Service providers may include:**
 - Travel agencies
 - Tour operators
 - Staffing companies



1- Introduction to Travel Contracts

1.1- What is a Travel Contract?

- The contract defines:

- The legal relationship
- The rights and obligations of both parties
- Conditions under which services are provided

Travel contracts typically include:

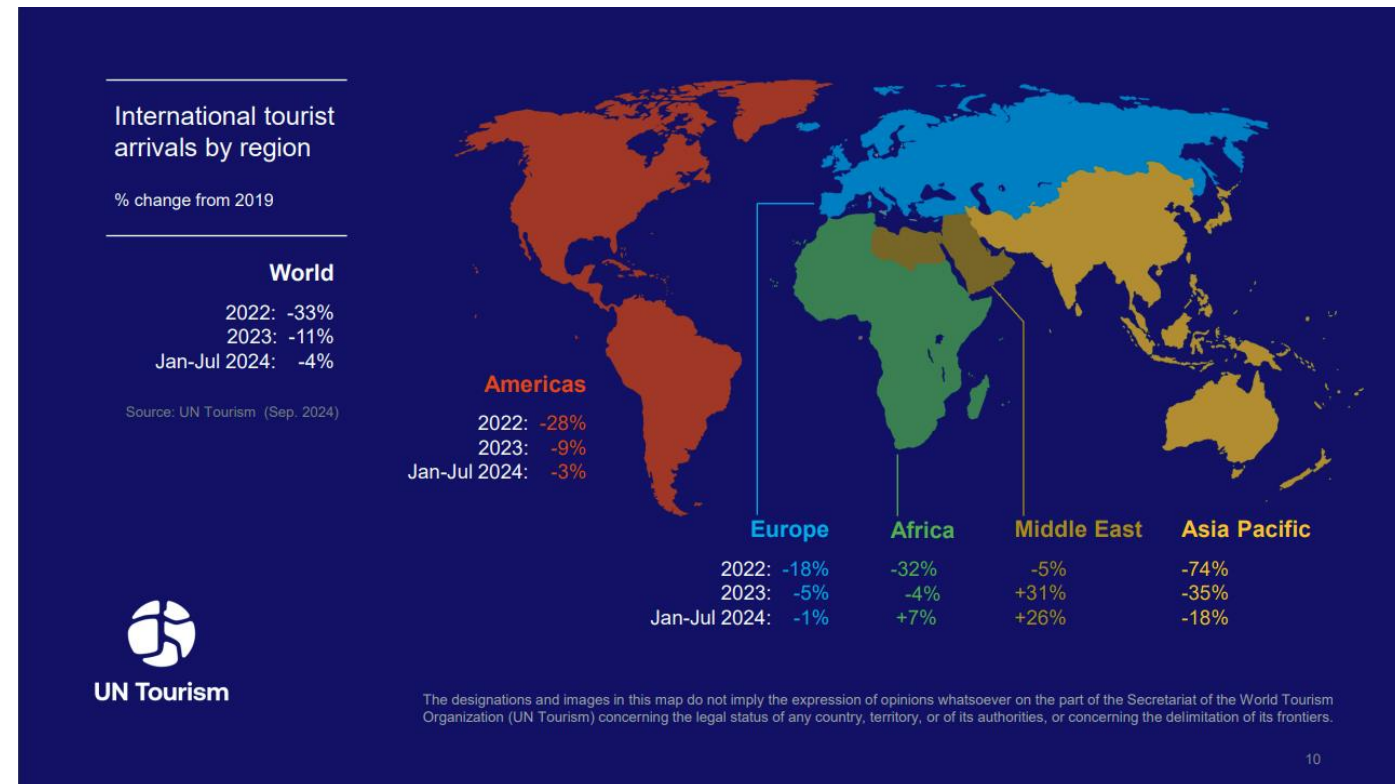
- Pricing and payment terms
- Description of services provided
- Cancellation and refund policies



2- International rules, General Definitions and Tourism Contracts

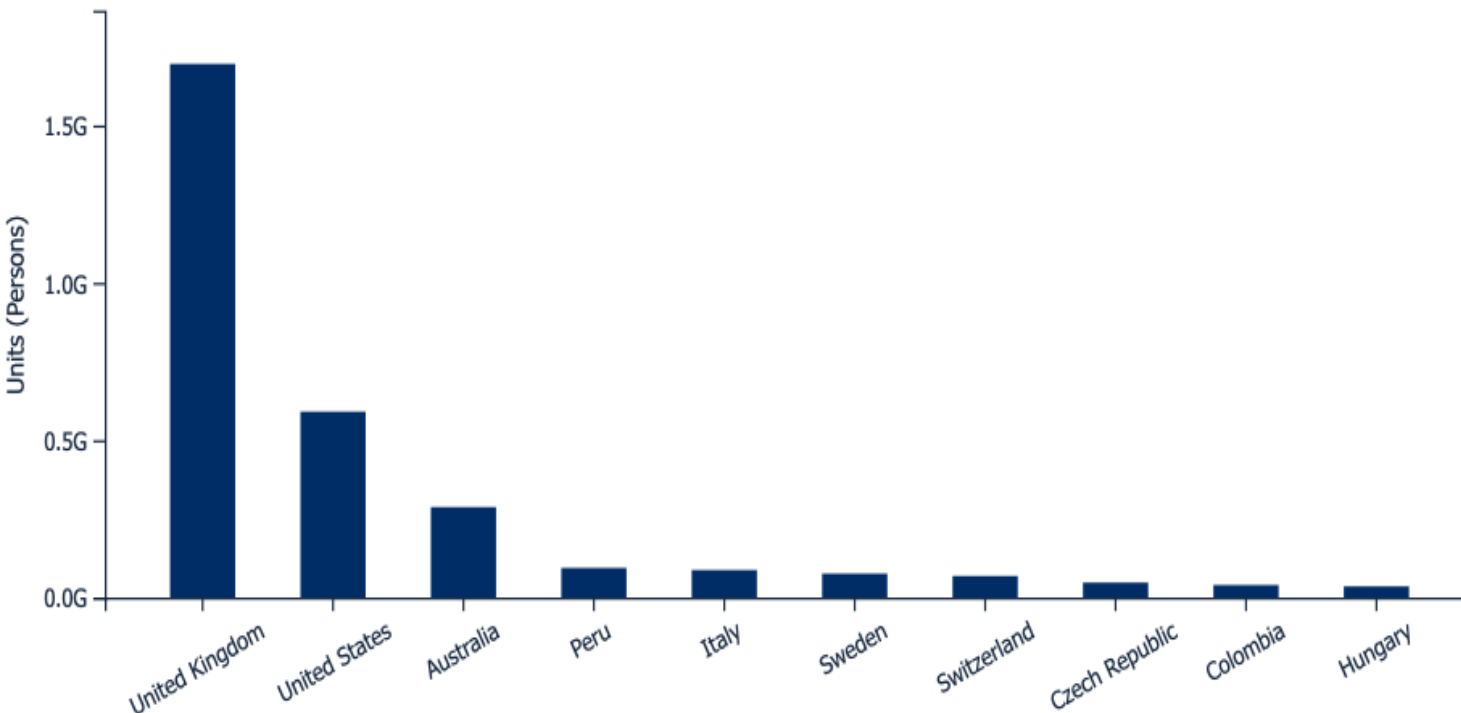
2.1- Tourist Definition

- A person taking a trip
- Which includes an overnight stay
- To a main destination outside the usual environment
- For less than a year
- For any main purpose - business, leisure
- Other than to be employed by a resident entity



2- International rules, General Definitions and Tourism Contracts

2.2- Excursionist



Global Number of Excursionists (Same-Day Visitors) by Country in 2023

© ReportLinker
Source: ReportLinker Research

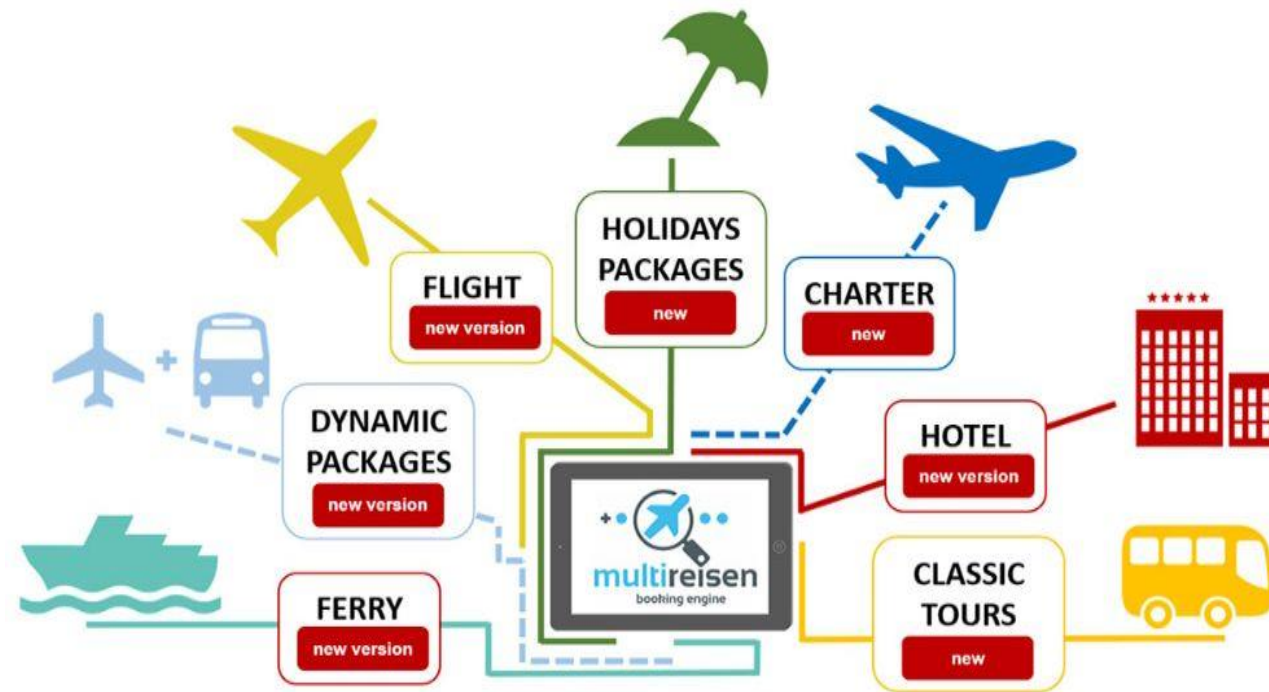
- A person taking a trip
- Which does not includes an overnight stay
- To a main destination outside his/her usual environment
- For any main purpose - business, leisure,

2- International rules, General Definitions and Tourism Contracts

2.3- Tourism Service Provider Definition:

- Is any individual or organization (private or public) that:

- Sells or offers to sell tourism services
- Supplies or undertakes to supply tourism services
- Provides services either individually or as part of a package
- Delivers these services directly to the tourist



2- International rules, General Definitions and Tourism Contracts

2.3- Tourism Service Provider Definition:



A tourism service includes:

- Transport of passengers
- Accommodation
- Rental of vehicles
- Other tourism services not included above

3- UNWTO Convention ICPT 2017

The convention aims to:

- Protect tourists internationally
- Strengthen assistance mechanisms
- Clarify rights and obligations
- Promote international cooperation



INTERNATIONAL TOURISM 2017

International tourist arrivals: 1,323 million
International tourism receipts: US\$ 1,332 billion*

MARKET
SHARE



MARKET
SHARE



* 2017 data

Source: © UNWTO Barometer 2018 - World Tourism Organization (UNWTO), June 2018

3- UNWTO Convention ICPT 2017

Article 3: Definition

This article gives different definitions related to the meaning of:

- Tourist
- Tourism service
- Tourism service provider
- Standards
- Recommended practices
- Host country
- Country of origin

3- UNWTO Convention ICPT 2017

Article 4:

Minimum Acceptance
Requirement

When ratifying, accepting, approving, or acceding to the Convention:

- A State Party must accept at least one Annex
- The accepted Annex must be indicated in:
 - The instrument of ratification, OR
 - A declaration appended to it
- A State Party may:
 - Accept additional Annex(es) at any time
 - Notify the depositary in writing

3- UNWTO Convention ICPT 2017

Article 4:

Withdrawal of Annex
Acceptance

A State Party may:

- Withdraw acceptance of one or more Annexes
- Submit written notification to the depositary
- The State must continue to accept at least one Annex.

Legal Effect of Withdrawal

- Withdrawal becomes effective six months after notification

3- UNWTO Convention ICPT 2017

Annex 1 of the Convention: Assistance in Emergency Situations



3- UNWTO Convention ICPT 2017

Annex 1 of the
Convention: Assistance in
Emergency Situations

Article 1:
Definition

This article gives different definitions related to the meaning of:

- Emergency situations
- Repatriation
- Excursionist

3- UNWTO Convention ICPT 2017

Annex 1 of the Convention: Assistance in Emergency Situations

Article 2: Obligation in Emergency Situations



Standard 2.1

- In emergencies, the host country shall:

- Make its best efforts
- Ensure that the primary, basic, and related needs of tourists are met

- This obligation applies particularly during:

- Natural disasters
- Political crises
- Health emergencies
- Security incidents

3- UNWTO Convention ICPT 2017

Annex 1 of the
Convention: Assistance in
Emergency Situations

Article 2: Obligation in
Emergency Situations

Standard 2.1

- Specific Assistance Measures
- If materially and technically possible, assistance includes:
 - Communication services
 - Temporary shelters for accommodation
 - Necessary food and beverage services
 - Facilitation of visa requirements and cross-border procedures
 - Transportation
 - Basic medicines and emergency health care

3- UNWTO Convention ICPT 2017

Annex 1 of the
Convention: Assistance in
Emergency Situations

Article 2: Obligation in
Emergency Situations

Standard 2.2:
Obligation of the
Tourist's Country of
Origin

- The tourist's country of origin shall:

- Cooperate with the host country
- Facilitate necessary operational measures
- Initiate repatriation process of the tourist
- Organizing evacuation flights
- Coordinating transport logistics
- Providing consular assistance
- Supporting documentation procedures

3- UNWTO Convention ICPT 2017

Annex 1 of the
Convention: Assistance in
Emergency Situations

Article 2: Obligation in
Emergency Situations

Standard 2.3
Obligation to Transmit
Information in
Emergency Situations

- In emergencies:
- Both the host country and the country of origin shall:
 - Transmit information
 - As soon as practicable and feasible

3- UNWTO Convention ICPT 2017

Annex 1 of the
Convention: Assistance in
Emergency Situations

Article 2: Obligation in
Emergency Situations

Standard 2.3
Obligation to Transmit
Information in
Emergency Situations

- The following information shall be transmitted:
 - General circumstances of the emergency situation
 - Affected geographical areas
 - Number and nationalities of tourists in the affected area
 - Personal data of tourists required for assistance purposes
 - Location of the tourist
 - Data of casualties
 - Operational measures taken

4- Accommodation Contracts



4- Accommodation Contracts

Article 1: Definitions



Accommodation Service

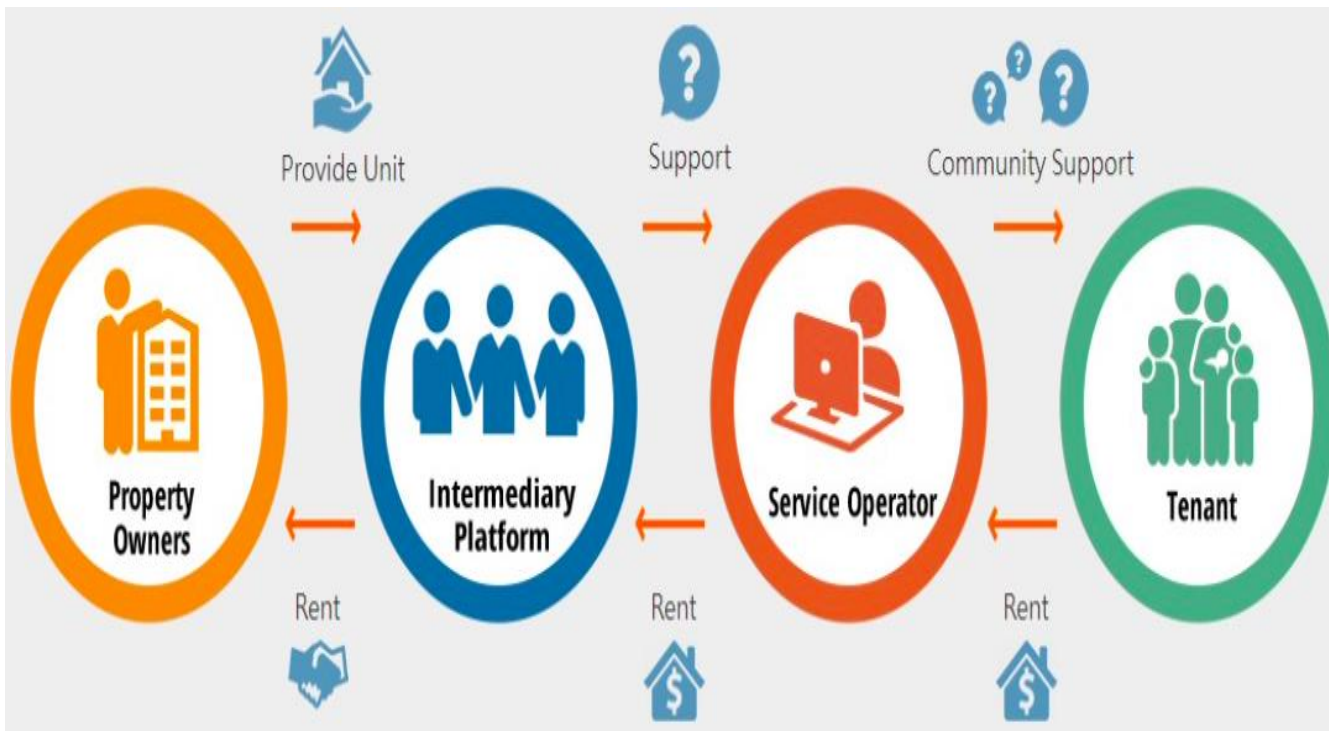
means the provision of accommodation to the tourist who does not take up long term residence, against remuneration or in a contractual framework

Contract

means the agreement linking the tourist to the accommodation service provider for the provision of a standalone accommodation service;

4- Accommodation Contracts

Article 1: Definitions



Accommodation service provider

means the tourism service provider who, directly or through an intermediary, sells offers to sell, supplies or undertakes to supply standalone accommodation services. For the purpose of Articles 2, 3 and 5 of this Annex, intermediaries facilitating the provision of standalone accommodation services are considered accommodation services providers

4- Accommodation Contracts

Article 2:

Pre-Contractual

Information Obligations

- Before concluding a contract,
- the accommodation service provider must provide the tourist with:
 - Clear
 - Comprehensible
 - Adequate information
- The information shall include:

4- Accommodation Contracts

Article 2:

Pre-Contractual

Information Obligations



A- Identity of the Provider

- The tourist must be informed about:

- Trading name
- Legal identity of the accommodation provider

B- Contact Details

- The provider must disclose:

- Geographical address
- Telephone number

4- Accommodation Contracts

Article 2:

Pre-Contractual

Information Obligations

C- Additional Address for Complaints

- In case of distance contracts (online bookings):
- If different from the main address, the provider must disclose:
 - Geographical address of the place of business
 - Address where complaints can be sent

D- Core Features of Accommodation

- | | |
|----------------------|-----------------------|
| ➤ Type of room | ➤ Category / standard |
| ➤ Included amenities | ➤ Services provided |

4- Accommodation Contracts

Article 2:

Pre-Contractual

Information Obligations



E- Total Price (Including Taxes)

- Full price inclusive of taxes, or
- Clear notice that additional taxes/charges may apply

F- Contractual Arrangements

The provider must specify:

- Payment terms
- Method of payment
- Performance details
- Duration of service

4- Accommodation Contracts

Article 2:

Pre-Contractual

Information Obligations



- States should ensure that additional transparency is provided before the contract is concluded.

A- Booking Cancellation Policy

Tourists should be informed about:

- If cancellation is possible
- Deadlines
- Refund conditions
- Cancellation fees

B- Deposits in Distance Contracts

- Required deposits
- Pre-authorisations
- Financial guarantees
- Conditions for refund

4- Accommodation Contracts

Article 2:

Pre-Contractual

Information Obligations

C- Alternative Dispute Resolution

- Availability of out-of-court complaint mechanisms
- Mediation or arbitration schemes
- How to access them

D- Official Classification

- Star rating
- Official category

E- Renovation or Building Work

- Construction work
- Renovations
- Closed facilities

4- Accommodation Contracts

Article 3:

Contractual information obligations



A- Identity of Parties

- Full name of the accommodation service provider
- Full name of the tourist

B- Check-in and Check-out Times

- Specify check-in time
- Specify check-out time

C- General Terms and Conditions

- Cancellation policies
- Payment terms
- Liability clauses
- House rules

4- Accommodation Contracts

Article 3:

Contractual information obligations

C- General Terms and Conditions

- Cancellation policies
- Liability clauses
- Payment terms
- House rules

D- Ancillary Services Upon Request Examples:

- Airport transfer
- Room service
- Guided tours
- Spa or wellness services

4- Accommodation Contracts

Article 4:

Failure of Performance or
Improper Performance



Accommodation providers must:

- Fulfill all contractual obligations properly
- Be liable to tourists in accordance with national laws

Examples of Improper Performance

- Room not available as booked
- Facilities not functioning
- Services not provided as agreed
- Leads to liability and potential compensation

4- Accommodation Contracts

Article 4:

Failure of Performance
or
Improper
Performance

Early Notification of Failure

- If the provider knows before arrival that obligations cannot be fulfilled:
 - The tourists must be informed without delay
 - The tourist has right to cancel without penalty
- Financial consequences follow the national contract law

4- Accommodation Contracts

Article 5:

Assistance in Unavoidable and Extraordinary Circumstances



- Tourism can involve unexpected emergencies:
 - Natural disasters
 - Accidents
 - Political unrest
- Accommodation providers have an obligation to assist tourists
- Ensures safety, communication, and legal compliance
- Accommodation providers should cooperate with host country authorities

4- Accommodation Contracts

Article 5:

Assistance in Unavoidable and Extraordinary Circumstances



A- Information on Tourist Identity and Location

- Providers should share with authorities:

- Tourist's identity
- Tourist's current location

B- Consequences of the Emergency

- Providers should inform authorities about:

- How the event affects accommodation services
- Any service disruptions

4- Accommodation Contracts

Article 5:

Assistance in Unavoidable and Extraordinary Circumstances



C- Information on Aid

- Providers should communicate:

- How aid might be offered (food, shelter, medical assistance)
- Instructions for tourists on accessing help

D- Health and Well-being Updates

- Provide information on tourist health to authorities or relatives
- Ensures prompt medical attention and reduces panic

4- Accommodation Contracts

Article 5:

Assistance in
Unavoidable and
Extraordinary
Circumstances

E- Communication and Evacuation

- Provide instructions on:
 - How to contact tourists
 - How to remove tourists from danger
 - How to repatriate tourists safely if needed

5- Paris Convention 1962



5- Paris Convention 1962

Article 1: Strict Liability of the Hotel-Keeper

What Counts as “Property Brought to the Hotel”?

1- At the hotel during the time the guest has accommodation

2- Taken charge of outside the hotel

By the hotel-keeper

Or someone for whom the hotel-keeper is responsible

During the guest’s stay

3- Taken charge of before or after the stay

Within a reasonable period

Whether at the hotel or outside it

5- Paris Convention 1962

Article 2: Unlimited Liability



Article 2: Unlimited Liability

The hotel-keeper's liability becomes unlimited:

When the property has been deposited with the hotel-keeper

When the hotel-keeper refuses to receive property that he is legally bound to accept for safe custody

- Obligation to Accept Valuables

The hotel-keeper is legally bound to receive:

- Securities
- Money
- Valuable articles

5- Paris Convention 1962

Article 2: Unlimited Liability



injury claims

- The hotel-keeper's liability becomes unlimited:
 - When the property has been deposited with the hotel-keeper
 - When the hotel-keeper refuses to receive property
 - that he is legally bound to accept for safe custody

- Obligation to Accept Valuables

The hotel-keeper is legally bound to receive:

- Securities
- Money
- Valuable articles

5- Paris Convention 1962

Article 2: Unlimited Liability



injury claims

- A hotel-keeper may refuse to accept property only if:
 - It is dangerous
 - Explosives, hazardous materials
 - It is excessively valuable, considering:
 - The size of the hotel
 - The standing/category of the hotel
 - It is too cumbersome (physically impractical)

5- Paris Convention 1962

Article 3: Exemptions from Liability



injury claims

- The hotel-keeper is not liable if the damage, destruction, or loss is due to:

A- The guest or related persons

- No liability where the loss is caused by

- The guest
- A person accompanying the guest
- A person employed by the guest
- A visitor of the guest

5- Paris Convention 1962

Article 3: Exemptions from Liability



injury claims

B- Force majeure

- Perishable goods spoiling
- Fragile items breaking easily
- Defective objects

C- The nature of the article

- Earthquake
- Flood
- Armed conflict

Thank you



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