



# European Institute of Innovation, Entrepreneurship, and Technology

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## **Abstract**

The study will explore the tourist law through three operational lenses: the formation of contracts and their remedies (Assignment 1), the compliance of consumer protection in the process of cross-border bookings (Assignment 2), and liability exposure and risk management in the hospitality business (Assignment 3). The study employs a policy analysis of EU legal frameworks and implementation experience, bolstered by an operational mapping of customer lifecycle responsibilities. The size and nature of platforms affect the problem: In 2024, EU short-term rentals booked through large platforms amounted to 854.1 million nights, creating a systematic impact on the system in terms of contract conflicts (Eurostat, 2025). Distribution has shown instability in cancellations, with Booking.com taking 42 percent of cancellation income in Europe, compared to 18 percent of direct reservations, amplifying the conflict around cancellation and no-show policies and confirmations (D-EDGE, 2024). Evidence from consumer law shows that unclear pricing and deceptive design are linked to a higher risk of non-compliance. In fact, 97% of popular websites and apps had at least one dark pattern (European Commission, 2024). There are concentrations of high-frequency risks and outsourced interfaces in which the results are determined by paperwork and controls, according to liability studies.

## Assignment 1 – The Role of Contract Law in the Tourism Industry

### 1.1 Introduction

Online travel agencies and short-term-rental websites are increasingly mediating sales in the tourism industry through highly standardized and rapid contracts. There were **123.7 million nights booked by the guests in the EU with the use of the major platforms in Q1 2024**, hence, any minor changes in the clause translated into millions of operations (Eurostat, 2024). The law of contracts identifies the time of a binding booking, the use of digital terms, and the remedies in case of performance failure. This study examines formation, type of contract, standard terms (cancellation and no-show), and remedies in hospitality and relates doctrine to common disputes, including overbooking, misdescription, and refund disputes, and operational controls that significantly mitigated complaint risk.

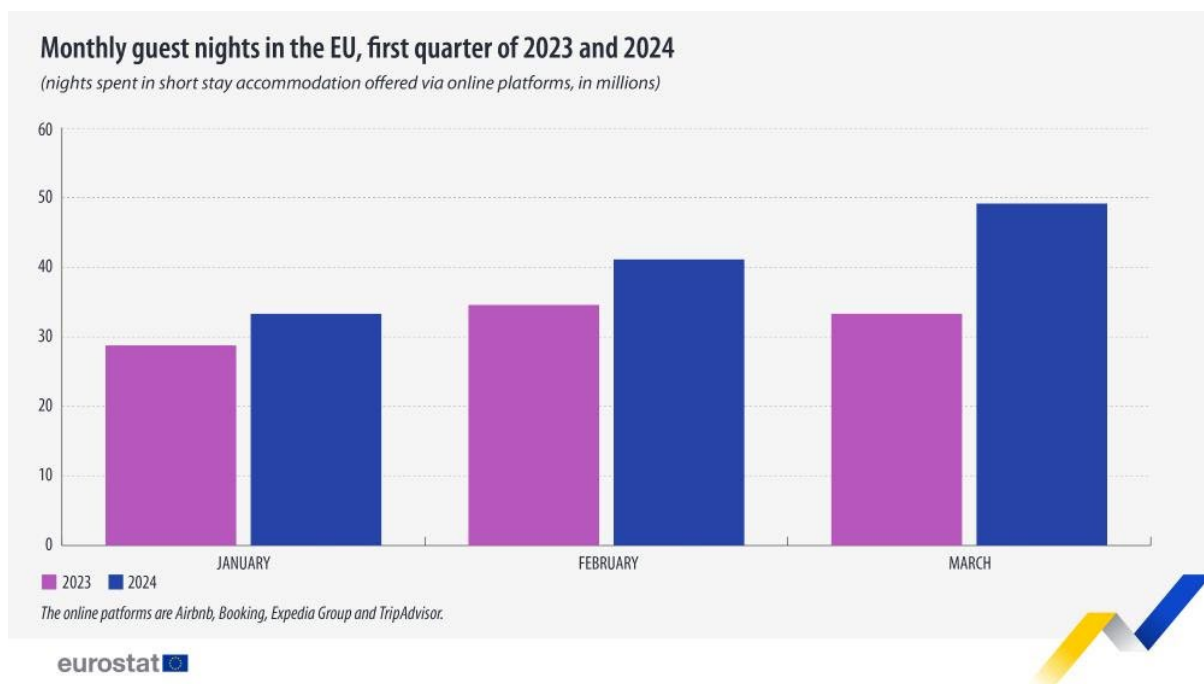


Figure 1 Night Guests Bookings via online platforms (Source: (Eurostat, 2024))

### 1.2 Literature Review

Contracting in tourism is based on the general principles of the private law, however, platform interfaces reduce the negotiation process to a couple of clicks and transfer the burden of

evidence to screens, timestamps, and confirmation emails. A booking occurs when a supplier's offer (including the room, rate, and key conditions) has been accepted by the traveler, and this acceptance is supported by consideration, such as payment or a promise to pay, it is assumed that there is an intention to create legal relations in a commercial context. Capacity and certainty are relevant: flows of requests to book, age restrictions, and variable pricing may obscure the presence of acceptance or sufficient definiteness of essential terms. There is an additional layer of cross-border sales: Rome I introduces conflict-of-laws principles and restricts the choice-of-law provisions that fail to enhance the mandatory consumer rights (Regulation (EC) No 593/2008, 2008). This background renders pre-contract information and confirmation procedures active, not promotional, contract controls.

Types of tourism contracting have various patterns of responsibility. A standalone accommodation booking is a service contract that primarily focuses on accommodation and prearranged dates. The package travel contracts include two or more travel services (such as transport and accommodation) and assign the organizer the obligation to perform correctly to balance the main rights and obligations across the Member States (Directive (EU) 2015/2302, 2015). The contracts for excursions and activities (guided tours, diving, and ski schools) have an even higher safety-management expectation since the performance is in a risky environment and is often based on subcontractors. Sales associated with transport incur terms set by carriers (baggage, delays) in the trip and cause conflict where platforms are promoting seamless travel but accountability is spread across multiple contracts.

Standard terms dominate these formats, and therefore, the frequency of disputes depends on their incorporation and fairness. Acceptance by clickwrap offers more convincing proof of assent than passive browsewrap, yet it can be enforced on the basis of the key terms being displayed conspicuously in advance of payment and inaccessibility thereafter. Unfair-terms controls limit non-negotiated clauses that cause substantial imbalance rather than good faith

and include clauses like disproportionate cancellation charges or unilateral rights to vary (Directive 93/13/EEC, 1993). Enforcement has practical applicability: the UK Competition and Markets Authority received an undertaking by big reservation sites to alter their practices of discounts, scarcity messages, and concealed costs to render price and availability presentation legally consequential (scl-paullauria, 2019). The OECD examination of the dark commercial patterns records how interface design has the potential to make judgments that oppress consumer interests, which substantiates why booking choice architecture and rate principles must depend on transparency (Amit Zac et al., 2025).

Cures connect the doctrine with the operations. One example involves the use of tiered rates (free cancellation and advance purchase) in hotels that distribute the risk of demand, but then conflicts occur due to ambiguities regarding exceptions. In cases of performance variation, contract law favors damages, termination, or reduction of price by the breaching party based on the breach and evidence of loss, in scenarios of disruption, injunction is focused upon both force majeure and frustration clauses, in particular with respect to prepaid rates unimpeachable as non-refundable. In platform markets, many disputes are resolved through resolution centers, chargebacks, or ADR, thus, documentation quality (rate rules displayed at purchase, communications, and service logs) determines results. Three areas of conflict, which are predicted in the literature, include cancellation/refund policies in unstable situations, misrepresentation between listings and reality, and fragmentation of responsibility across provider-platform-supplier networks.

### **1.3 Methodology**

The research relies on doctrinal methods to generalize the regulations regarding contract formation, the integration of standard terms, and redress in tourism transactions, focusing primarily on EU provisions and the most authoritative enforcement sources. The EU baseline relies on Rome I as providing applicable-law logic in cross-border contracts (Regulation (EC)

No 593/2008, 2008), the Unfair Terms Directive to control clauses that are not negotiated (Directive 93/13/EEC, 1993), and the Package Travel Directive in the distinction between package responsibility and non-negotiated bookings (Directive (EU) 2015/2302, 2015). A brief comparative selection involves applying UK enforcement practices as a practical comparison for EU-facing platforms. Empirical background is confined to the evidence presented in the official sector on platform-mediated bookings (Eurostat, 2024) and implementation guidance on the practice of online accommodation selling (Competition and Markets Authority, 2019). The selection of cases/disputes is based on three criteria: (1) high frequency in hospitality operations (cancellations/no-shows, overbooking, misdescription), (2) definite association with a problem in contract law (assent, interpretation, remedy), and (3) discernibility when using official documents or published results. Limits are the result of national differences in doctrines, non-public settlement data, and opaque platform resolution procedures that influence the results without rational decision-making.

## **1.4 Findings**

### **1.4.1 Timing, availability/overbooking, payment capture formation, and confirmation hazards are significant issues**

Booking interfaces guarantee certainty faster than hospitality operations, thereby concentrating the formation risk. It is revealed in the D-EDGE Hotel Distribution Report 2024 that in Europe, 42% of Booking.com revenue was cancelled in 2023, in contrast to 18% of direct-booking revenue (D-EDGE, 2024). This therefore illustrates channel-level sensitivity that induces stringent cancellation policies and forecasting strain. Uncertainty causes overbooking in operation. Studies of US hotels indicate that overbooking is a widespread industry-related action related to the cancellation response and information access and serves as a revenue policy (Riasi, 2018). Rather than overbooking, problems come up due to the fact that guests think that a confirmed booking of a room guarantees it, whereas suppliers think that inventory

can be changed until arrival or final payment checks. Payment capture offers a second way to fail: when the supplier rejects the pre-authorization, does a fraud examination, or does not settle in time, but the visitor has confirmation emails and screenshots as evidence of acceptance.

#### **1.4.2 Transparency and binding terms (cancellation, revisions, liability limitations)**

Concerns arise regarding the explicit presentation of essential terms during acceptance and their availability after the sale. D-EDGE's behavior in 2024, which indicates that the pattern of cancellations varies by channel, supports the idea that a significant number of visitors are actively seeking flexible prices, while a smaller number are being influenced by interface features (such as countdowns, scarcity indicators, and ranking effects) to choose alternatives they know are non-refundable. Typical transparency failures include ambiguous mentions of time zones and cancellation cut-offs (until 18:00 local time), unclear deposit/no-show charges, unilateral and relocation conditions buried at the very bottom of the T&Cs, and broad liability limits (e.g., not covering all indirect losses) that lack clear language. Competition action against Booking.com's parity agreements demonstrates the legal importance of platform conditions. This example demonstrates that the provisions of platform contracts essentially influence the ability of the hotels to establish conditions in channels (Bundeskartellamt, 2016), which influences the perception of customers of the best price and the best conditions as a factual contract rather than a promotion.

#### **1.4.3 Common dispute resolutions (refunds, re-performance, compensation, ADR/chargebacks)**

The outcomes are refunds (full/partial), re-performance (rebooking/relocation), or compensation/price reduction in case the service significantly differs from what was listed. Consumer support networks, platform settlement tools, and processes of reversing payment are common cross-border tourist conflicts that do not apply to courts. The European Consumer Centres Network (ECC-Net) records the issues of the travel and e-commerce consumer and

discusses chargeback as a feasible solution to apply in case traders breach the rights of the consumer, which explains its relevance to the work of the network in the inter-country scenario (ECC-Net, 2015).

## **1.5 Discussion**

### **1.5.1 Tourism consumer imbalance vs. contract freedom**

Freedom of contract is reflected in standard-form tourist contracts, where customers accept non-negotiable, extensive provisions due to a sense of urgency and limited options for comparison. According to the Commission, dark patterns are prevalent in most consumer services that attract a large number of users, resulting in thin consent even when it is documented (European Commission, 2024).

### **1.5.2 Platform power and contracting distance**

This is due to the fact that platform dominance generates contracting distance since guests engage in a single transaction, but there are separate legal regulations for hotel and platform user contracts. Equilibrium clauses exhibit leverage. The antitrust decision in Germany concerning the impact of Booking.com and its narrow best price clauses has an explanation of the contractual limitations that constrain the channel strategy and the ability of the hotels to differentiate (Bundeskartellamt, 2016). Platform ranking and best deal signals change the expectations of customers indirectly due to the limitations of the contract.

### **1.5.3 Hospitality contract design + booking-flow legal UX**

Critical terms are displayed in a summary box prior to payment, confirmations uphold the cancellation and no-show terms stated at the time of purchase, and front-office scripts are a mirror of the stated terms to reduce conflicts. The shares of channel cancellation recommendations imply a focus on transparency when it comes to variable rates and prepayment policies (D-EDGE, 2024).

### **1.5.4 Mini-recommendations to doctrine**

- Formation certainty: distinguish between requests and confirmations, and ensure that the checks for confirmation align with inventory and payment checks.
- Greater integration: focus on cancellations, changes, or liability constraints on acceptance, not rules.
- Minimize the increase of cross-border chargeback by publicly and consistently establishing and fixing cancellation costs in channels (ECC-Net, 2015).

## 1.6 Conclusion

Under platform conditions, tourism contracting is scaled, which is why the slightest loss of clarity brings numerous disagreements. In Europe, Booking.com has registered 42 percent of cancelled revenues and direct bookings of 18 percent in 2023 (D-EDGE, 2024). This figure depicts the reason why hotels adopt strict regulations and forecasts. This revenue management technique can lead to overbooking and frequent conflict situations when the wording used in confirmations overstates certainty (Riasi, 2018). The authority of platform contracts affects the enforcement of parity terms, which in turn restricts the conditions under which hotels operate their channels (Bundeskartellamt, 2016). Legal UX: Noticeable key-term manifestation, sustained confirmations, and routinely conducted service-recovery operations relating to designated dispute processes minimize conflict in hospitality (ECC-Net, 2015).

## 1.7 References

Amit Zac, Huang, Y.-C., Amédée von Moltke, Decker, C. and Ezrachi, A. (2025). Dark patterns and consumer vulnerability. *Behavioural Public Policy*, pp.1–50. doi:<https://doi.org/10.1017/bpp.2024.49>.

Bundeskartellamt. (2016). Booking.com (B9-121/13) — Decision (English). [https://www.bundeskartellamt.de/SharedDocs/Entscheidung/EN/Entscheidungen/Kartellverb/B9-121-13.pdf?\\_\\_blob=publicationFile&v=2](https://www.bundeskartellamt.de/SharedDocs/Entscheidung/EN/Entscheidungen/Kartellverb/B9-121-13.pdf?__blob=publicationFile&v=2)

D-EDGE. (2024). D-EDGE. [online] Available at: <https://www.d-edge.com/hotel-distribution-report-2024-have-direct-bookings-reached-a-peak/>.

Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements. (2015). EUR-Lex.

Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (consolidated version). (1993). EUR-Lex.

Eurostat. (2024, July 29). Bookings via online platforms rise by 28.3% in Q1 2024. Eurostat. <https://ec.europa.eu/eurostat/web/products-eurostat-news/w/ddn-20240729-1?>

<https://eur-lex.europa.eu/eli/dir/1993/13/oj/eng>

<https://eur-lex.europa.eu/eli/reg/2008/593/oj/eng>

<https://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX%3A32015L2302>

Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I). (2008). EUR-Lex.

Riasi, A. (2018). Overbooking practices in the hotel industry and their impact on hotels' financial performance. <https://udspace.udel.edu/items/b2eefd99-8e27-4927-b6be-996c3b264b1e>

Scl-Paullauria. (2019). CMA publishes principles on accommodation booking websites. Society for Computers & Law. <https://www.scl.org/10448-cma-publishes-principles-on-accommodation-booking-websites/>

## Assignment 2 – Consumer Protection Laws in the Tourism Industry

### 2.1 Introduction

Cross-border transactions, time constraints, and the rise of platform interfaces rather than direct bargaining make the tourism customers more vulnerable. In 2024, tourists spent 854.1 million nights in EU short-term accommodation that had been booked through major sites, an example of how well digital processes can be standardized to affect consumer outcomes (Eurostat, 2025). This sphere is regulated by EU consumer law at two levels: general principles that prohibit misleading actions and information, and specific measures concerning packages and disruptions in air transport. According to the digital fairness report prepared by the Commission, 97% of all major websites and applications reported using at least one form of dark pattern during a survey commissioned in 2022, and such data shows that transparency and design are necessary to the tourist booking process (European Commission, 2024).

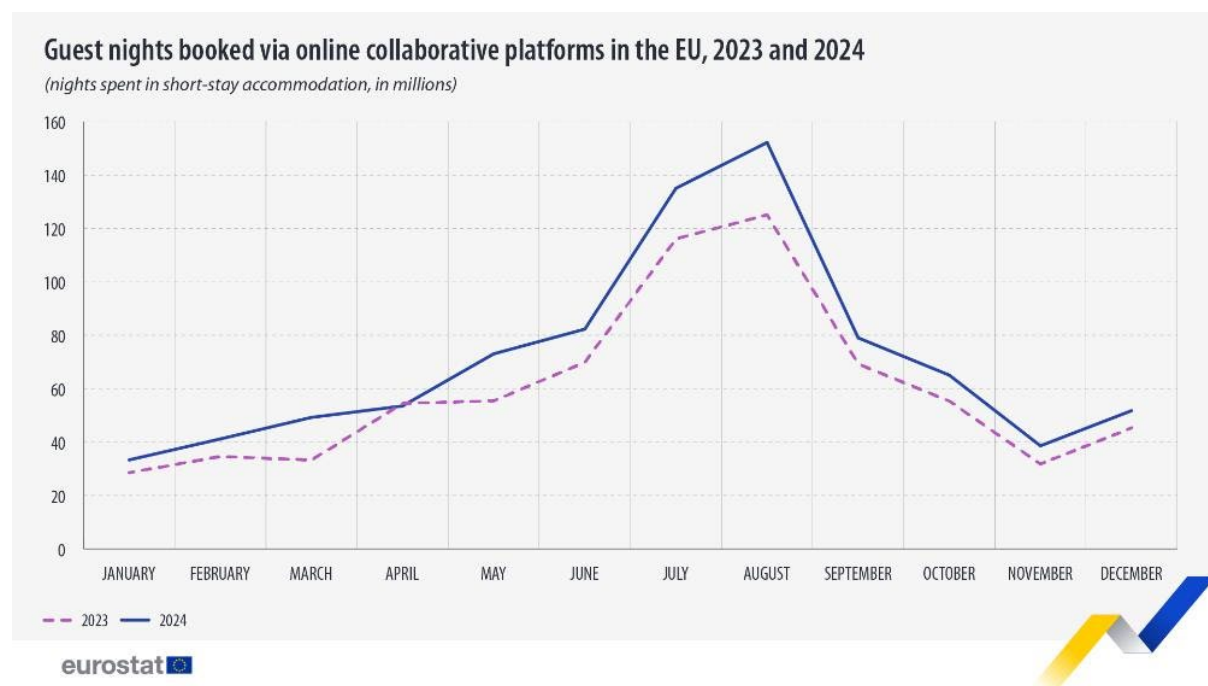


Figure 2 New records set by online booking platforms in 2024 (Source: (Eurostat, 2025))

## 2.2 Literature Review

The EU consumer protection in tourism is more of a hierarchical structure, generic B2C laws ensure marketing and contracting in all industries, whereas travel-specific tools establish the tasks when various services interact in one experience. The Unfair Commercial Practices Directive (UCPD) is aimed at banning misleading practices, omissions, and aggressive practices that substantially alter the consumer decision-making, which directly applies to the tourism pricing practices in terms of hidden obligatory charges, fraudulent signs of limited availability, and vague cancellation policies (European Parliament and Council, 2005). The Consumer Rights Directive (CRD) strengthens the pre-contractual disclosed information model in relation to distance selling, requiring the clear disclosure of trader identity, total price, and essential conditions so as to make the booking interface a legally meaningful medium of disclosure, not just a commercial design feature (European Parliament & Council, 2011). It is connected with the unfair-condition regulation because travel contracts are usually not negotiable, clear presentation of key terms can help to reduce the practical gap created by the standard-form contracts.

The basic consumer regulation concerning tourism is that of the Package Travel Directive (PTD). It defines packages and linked travel arrangements and holds the organizer responsible for the successful performance of the package, even with rights to significant changes, cancellation, reimbursements, and mandatory insolvency safeguards (Gmbh, 2026). Such an organizer-centric allocation as the one discussed in the literature is said to be a way out of the blame-shifting problem in multi-supplier trips: the travelers are exposed to only one product, and the providers distribute performance between lodging, transportation, and activities. This framework is supported by the evidence-based appraisal. According to a European Parliament study involving the execution of PTD in 10 member states, the ongoing issues of missing pre-contract information, release method, and obstacles in a digital setting increase the conflict

surrounding the cancellation procedures and cost (Cerulli-Harms, 2023). This concept has importance to the hospitality sector because with packaged accommodations the legal emphasis shifts to the organizer being the key focus, and the resolution of issues at the hotel level becomes part of the broader remedial system.

Passenger rights regimes are a further point of travel-related security. EU261 (EC) 261/2004 (EU) defines the compensation and support procedures in case of rejected boarding, cancellations, and significant delays, which impact the demand to rebook and seek emergency accommodation of the hostels during disruption events (European Parliament & Council, 2004). The interpretive guidelines of the Commission of 2024 make it clear how such relevant concepts as extraordinary circumstances and the extent of support apply when airlines, OTAs, and hotels collaborate in a case of mass disruption (European Commission, 2024). EU261, therefore, is a passenger safety framework that functions as an indirect organizational structure for the recovery of hospitality services in the case of travel disruptions.

The implementation of rights and remedies determines how these rights are actualized in practical situations. **The Consumer Protection Cooperation (CPC) Regulation** promotes the mutual enforcement because it simplifies the joint efforts against the prevalence of violations and is crucial when platforms offer the same booking interface among multiple Member States (European Parliament and Council, 2017). The digital fairness assessment adopted at the EU level offers an essential empirical insight: according to the Commission, in 2022, a study found dark patterns on 97% of leading websites and applications, which implies that the legislation language is not the sole factor that defines compliance, but the interface design and behavioral effects also influence it (European Commission, 2024). In the literature, the concept of consumer law in tourism is described as operational governance, controlling marketing, equalizing information, and redistributing responsibility in packaged trips, as well as expanding the enforcement capabilities of platform marketplaces.

## 2.3 Methodology

This project employs doctrinal legal research to define and organize EU consumer protection obligations and remedies in tourist transactions and map them on the customer lifecycle (advertising, booking, confirmation, performance, interruption, and redress). The main regulations and rules are UCPD of marketing and interface practices (European Parliament and Council, 2005), CRD of distance-sale information obligations (European Parliament and Council, 2011), PTD of package liability and insolvency protections (European Parliament and Council, 2015), and EU261 of flight interruption rights to compensation and assistance, which affects accommodation demand. The CPC Regulation on cross-border cooperation (European Parliament and Council, 2017) and actual disputes caused by PTD implementation hurdles provide enforcement authority (Cerulli-Harms, 2023).

A scenario-based mini-case is used to illustrate a frequent tourist activity, the cancellation of an OTA-booked flight-and-hotel package shortly before departure, and the departing aircraft interruption. A generic model is used to identify the legal system, duty-bearer, remedies, and a potential redress mechanism. Limitations include country-specific enforcement, lack of openness in platform conflict resolution, and lack of access to resolving and complaint outcomes.

## 2.4 Findings

### 2.4.1 Tourism sales funnel Flaws: deceptive omissions, drip pricing, dark patterns

The unfairness of tourism booking channels occurs when buyers verify the price offered in the headlines and realize that they need to spend more money only later. In a screening of 352 price comparison and travel booking sites across the EU, the authorities noted that prices were not reliable on 235 (approximately two-thirds) of the sites, and in some cases, the promotional prices were not displayed on available services (European Commission, 2017). According to the drip pricing sweep conducted by the Commission, 211 out of 560 sites charged a final price

on payment higher than the original price stated on the site, and 39 percent of the dealers provided insufficient information on unavoidable additional costs. Such practices align with UCPD requirements regarding the deceptive omissions in purchase invitations where the absence of a price element(s) or inaccurate terms impact buyer decisions (European Parliament and Council, 2005).

Dark patterns manipulate decisions by revealing information, which is more harmful. According to a Commission study published in 2022, 97 percent of the most popular websites and applications used by EU consumers use at least one of the dark motifs (European Commission, 2024). Countdown clocks, “one room left” alerts, pre-set upgrades, and obstructive cancellation processes encourage quicker commitments and less thorough examination of the cancellation policies, deposits, and insurance provisions in travel.

#### **2.4.2 Disclosure and operational obligations**

Information liabilities take place at the offer stage and not after receipt. Prior to signing a distance contract under CRD, the trader is obligated to promote key characteristics, total price (inclusive of taxes/fees), and merchant identification to a customer (European Parliament and Council, 2011). Municipal tax applicability: when payment is made (prepay or pay at property), the deadline of cancellation, including time zone, and no-show charges should be told to the tourists. The PTD stipulates the structured pre-contract information and renders it binding to packages, basing the disputes related to itinerary change and hotel substitution on the information about the booking (European Parliament and Council, 2015). Therefore, the service provider (availability, room qualities, and conditions) and interface owner (information display) have operational duties in common.

#### **2.4.3 Refund timelines, compensation, sanctions/ADR**

Customers who withdraw packages based on the grounds of PTD receive a refund within a reasonable time, and not later than 14 days (European e-Justice Portal, 2018). The EU

passenger guideline states that air disruption reimbursements are awarded within 7 days (EU, n.d.). Many complaints are solved through platform resolution systems and ADR instead of courts, and compliance statistics indicate that many industries still have problems with fundamental information failure in EU sweeps. This study demonstrates the mismatch between on-paper law and market behavior brought about by cross-border sellers, interfaces of the platform, and customer inertia.

## **2.5 Discussion**

### **2.5.1 Paper law vs. enforcement in the cross-border/platform tourism**

The EU system appears effective on paper, but there are significant problems with enforcing cross-border and interface-mediated tourist transactions. The data from travel booking site sweeps indicates that pricing inaccuracies and a lack of information regarding fees are widespread issues, and non-compliance is a significant concern (European Commission, 2017, n.d.-a).

### **2.5.2 Hospitality compliance by design**

Hospitals and hotels mitigate legal risk by integrating compliance into the booking process, they display a break-even price before payment, mark mandatory charges as unavoidable, and include cancellation and no-show policies in a key-terms box at the next stage of acceptance, while confirmations archive the terms as displayed at the point of purchase (European e-Justice Portal 2018, European Parliament and Council, 2015).

### **2.5.3 Competitive risk and advantage**

Clear-cut prices and fair cancellation policies increase trust and recurrence rates and reduce the number of disputes, chargebacks, and complaint fees. Frequent sweeps mean that customers are facing mistakes and that seeming compliance has become a differentiator and not a legal tick (European Commission, 2017).

### **2.5.4 Control and legal recommendations**

Showing the entire price and unavoidable costs at the offer stage (UCPD/CRD) should prevent drip pricing (European Parliament & Council, 2005, 2011).

Eliminate persuasive signals: eliminate non-evidence-based scarcity/countdowns (UCPD) (European Parliament & Council, 2005, European Commission, 2024).

Create refund mechanisms to meet PTD 14-day and EU261 7-day interests through internal controls and supplier SLAs (European e-Justice Portal, 2018, European Union, n.d.).

## **2.6 Conclusion**

Layered EU consumer protection in tourism addresses issues such as opaque pricing, forced decision-making, and liability concerns that arise from platform-mediated, cross-border travel. Regulations on misleading omissions and aggressive practices in the UCPD address the manipulation of the sales funnel, guided by a broad interpretive framework that includes the post-2019 amendments related to modernization (European Commission, 2021, Directive (EU) 2019/2161, 2019). Responsibility of CRD information when committed must be in terms of total price + key conditions and not after (Directive 2011/83/EU, 2011). PTD puts package organizers under liability and requires insolvency protection, which impacts hospitality organizations amid disruption (Directive (EU) 2015/2302, 2015). As a matter of fact, compliance by design reduces friction and complaints in terms of refunds.

## **2.7 References**

Eurostat. (2025). New records set by online booking platforms in 2024. Eurostat. <https://ec.europa.eu/eurostat/web/products-eurostat-news/w/ddn-20250402-1>

Consumer protection cooperation regulation. (2024). European Commission. [https://commission.europa.eu/law/law-topic/consumer-protection-law/consumer-protection-cooperation-regulation\\_en](https://commission.europa.eu/law/law-topic/consumer-protection-law/consumer-protection-cooperation-regulation_en)

European Commission. (2017). Booking your holidays online: Commission and consumer authorities call for greater transparency of prices and better information for consumers (Press release IP/17/844). [https://ec.europa.eu/commission/presscorner/detail/en/IP\\_17\\_844](https://ec.europa.eu/commission/presscorner/detail/en/IP_17_844)

European Commission. (2024) Questions and Answers on the Digital Fairness Fitness Check. (2026). European Commission - European Commission. [https://ec.europa.eu/commission/presscorner/detail/it/qanda\\_24\\_4909](https://ec.europa.eu/commission/presscorner/detail/it/qanda_24_4909)

European Commission. (2024). Commission Notice – Interpretative Guidelines on Regulation (EC) No 261/2004... <https://eur-lex.europa.eu/eli/C/2024/5687/oj/eng>

European Parliament & Council of the European Union. (2004). Regulation (EC) No 261/2004... <https://eur-lex.europa.eu/eli/reg/2004/261/oj/eng>

European Parliament & Council of the European Union. (2005). Directive 2005/29/EC (Unfair Commercial Practices Directive). <https://eur-lex.europa.eu/eli/dir/2005/29/oj/eng>

European Parliament & Council of the European Union. (2011). Directive 2011/83/EU (Consumer Rights Directive). <https://eur-lex.europa.eu/eli/dir/2011/83/oj/eng>

European Parliament & Council of the European Union. (2015). Directive (EU) 2015/2302 (Package Travel Directive). <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX%3A32015L2302>

European Parliament & Council of the European Union. (2017). Regulation (EU) 2017/2394 (Consumer Protection Cooperation Regulation). <https://eur-lex.europa.eu/eli/reg/2017/2394/oj/eng>

Gmbh, C. (2026, January 18). Directives (EU). Lawthek. <https://cybsec.lawthek.eu/detail/e7d5f8a1-a89e-437b-ab88-b176a2306be7/en/SINGLE?date=2026-01-18>

## **Assignment 3 – Liability and Legal Risks in the Tourism Industry**

### **3.1 Introduction**

Due to the experience-based nature of the tourism sector, facilities, personnel, equipment, and outdoor activities are the main areas of legal risk. The risks associated with hospitality operations include service breakdowns, human injuries, property damages, and supplier contract outsourcing accidents. Liability law addresses the duty of care that a hotel or organizer owes, the process for proving violations and causation, and the circumstances under which staff or similar workers are vicariously liable. Under transport, there is the rigorous or quasi-strict liability regime in the Montreal Convention that concerns international air transport (ICAO, 1999/revised text). This assignment discusses negligence, strict responsibility, and vicarious liability and relates it to insurance, waivers, incident systems, and supplier audits.

### **3.2 Literature Review**

#### **3.2.1 Hospitality/tourism negligence (obligation, breach, cause, distance, proof)**

Negligence is the most prevalent feature of hotel liability because of preventable hazards, such as wet floors and improper food handling. Legal determinations of duty, breach, causation, and loss require quality evidence such as inspection records and incident reports. The liability issues of typical hazards are demonstrated by the fact that one-third of 2020/21 non-fatal workplace injuries are made up of slips, trips, and falls. Intercountry events offer factual, medical, and jurisdictional problems to court trials.

#### **3.2.2 The Montreal Convention and maritime passenger conventions impose restrictions on tourist liability**

International treaties standardize carrier responsibility, reducing the evidentiary threshold compared to pure negligence cases in tourism transport. The Montreal Convention regulates international air transport and provides a specific responsibility framework in respect of

death/bodily harm, luggage, and delay, which makes liability issues foreseeable between passengers and insurers (ICAO, 1999/updated text). In the Athens Convention, maritime operators are liable for passenger injuries or baggage loss or damage as a result of carrier negligence or carelessness, including any acts of servants or agents during employment (United Nations, 1974). They determine package travel supply chain risk allocation and impact hospitality, as disruption and injury during transit result in missing stays, rebooking costs, and support.

### **3.2.3 The concept of outsourcing and vicarious liability applies to services such as guides, tours, and franchisees**

Hospitality depends on vicarious liability, as the service is labor-intensive and outsourced. In addition to using formal employment contracts, modern theory also includes arrangements that resemble employment when the defendant creates or controls risk. In *Cox v. Ministry of Justice*, the defendant was vicariously liable because the prisoner carelessly prepared food in the prison kitchen, extending his activity and posing a danger (UK Supreme Court, 2016a). The close connection method was accepted in *Mohamud v WM Morrison Supermarkets*, and guilt was found when an employee used their customer-facing position against an employer (UK Supreme Court, 2016b). Hotels and organizers employ agency workers, tour guides, shuttle drivers, and excursion operators under subcontract. The liability is management-dependent and integrative with the company as well as risk-facing for the customers.

### **3.2.4 Risk allocation measures include insurance, waivers, incident reporting systems, and supplier audits**

Hotels confront liabilities such as public liability insurance, supplier contractual allocation, and operational safety mechanisms. Adventure tourism relies on waivers, but their legality depends on their clarity, limits on consumer laws, and waiving to the full extent of carelessness or statutory duty. Incident management systems, which include standardized reporting, evidence

and records maintenance, and quick remediation, minimize the legal cost and injuries by clarifying the facts and exercising reasonable care (HSE, 2025). Supplier audits (especially when traveling) make due diligence operational through checking qualification, equipment maintenance, safety briefings, and insurance.

### **3.2.5 Hospitality liability focuses Synthesis**

The literature reveals the highest incidences of liability in premises safety (slips/trips, pools/spas), outsourced customer-facing services (guides, transport, excursions), and convention-controlled cross-border transport accidents. The greatest risk lies in the intersection of marketing and operations: while a hotel sells experiences, its liability is based on everyday measures such as floor checks, signage, supervision ratios, supplier checks, and similar actions that either demonstrate or negate reasonable care.

## **3.3 Methodology**

In this study, doctrinal legal analysis is used to determine tourist and hospitality liability laws, and risk mapping is used to join doctrine to operational controls. Strict/quasi-strict regimes are based on the international transport liability convention (Montreal Convention on air transportation, Athens Convention on sea passengers) (ICAO, 1999/revised text, UN, 1974). Vicarious responsibility regulations are based on the Supreme Court decisions related to relationships similar to employment and close connections that are relevant to tourist outsourcing (UK Supreme Court, 2016a, 2016b). Sector safety advice encourages operational interpretation of the reasonableness of care in premises and services (HSE, 2025).

Analysis is structured into 2 to 3 case templates: premises injury (slip/trip or pool/spa occurrence), excursion injury (subcontracted adventure activity), and property loss/service failure. Each template incorporates jurisdictional differences, the high sensitivity of tort claims to specific facts, and failures to control factors such as training, inspection logs, and supplier

checks, which contribute to the analysis of facts, obligations, breaches, causes, defenses, and results.

### **3.4 Findings**

#### **3.4.1 Frequent responsibility (slips/trips, pool/spa, food safety, excursions)**

Hotel liability focuses on recurring risks and does not concern any extraordinary catastrophes. The UK HSE considers slips and accidents to be a significant risk of the hospitality industry due to wet floors, cleaning, and high traffic (HSE, 2025). Swimming and spas can result in drowning, entrapment, and scorching, and WHO takes it as a serious, preventable public-health issue with a long-term decrease, although with a high death toll (WHO, 2024). The question of whether water occurs or not is irrelevant to hotel law because it depends on whether supervision, barriers, signs, rescue preparedness, and maintenance controls comply with accepted dangers or not. Food safety liability is created by outbreaks and individual illness claims, WHO estimates 600 million people become ill annually and 420,000 die annually of unsafe food, demonstrating how generic controls (controlling temperature, preventing cross-contamination, dealing with allergens) contribute to large baseline risk (WHO, 2024b). Relevance of the outbreaks is confirmed by EU statistics: the EU One Health 2023 Zoonoses Report reported 5,691 foodborne outbreaks, 52,127 cases, 2,894 hospitalizations, and 65 deaths, the highest in a decade (EFSA & ECDC, 2024). Excursions and activities are more severe and also present more dangers and a more contentious boundary of liability because of the subcontracted operators (boat trips, diving, skiing).

#### **3.4.2 Defenses and direct/vicarious/contractual liability paths**

Hotels may face lawsuits for direct negligence if their premises management or operational controls (such as inspection, upkeep, warnings, and personnel training) are not up to par. The close connection approach of *Mohamud v Morrison* demonstrates how customer-facing roles can expand the employer's liability for wrongdoing in relation to the job situation (UK Supreme

Court, 2016). In the event that the tortfeasor happens to be an independent contractor, not a member of the company, the defendant, *Barclays Bank v. Various Claimants* restricts vicarious liability (UK Supreme Court, 2020). House rules, waivers, restriction clauses, and other contractual provisions overlap with the tort, rather than consumer rights. As per the ICAO (2024) notice, higher limits of the Montreal Convention liabilities on death/bodily injury and delay influence the expectations of the claims in a disruption of international air travelling that impacts hotel liabilities.

### **3.4.3 Effective mitigation (versus “paper compliance”)**

Effective mitigation is reflected in the inspection logs containing time logs, records of maintenance history, CCTV retention policy, staff training completion, incident reports with witness data, and supplier due diligence files. There is no paper compliance when the rules are not followed (floor inspections, allergy processes at service, and excursion audits are conducted once, and they are never repeated). According to EU epidemic records, risk management of food safety needs to be routine and observed rather than being aspirational (EFSA & ECDC, 2024).

## **3.5 Discussion**

### **3.5.1 Waivers, required safeguards, vulnerable consumers**

Waivers and limitations of liability are not universal consumer tourism defenses. EU consumer advice classifies the conditions that abolish or impose a liability on a trader in the event of consumer deaths or injuries as unreasonable (European Union, n.d.). The Unfair Terms advice of the Commission confirms the imbalance and transparency of CJEU decisions that silent removal of important protection can occur when consumers face knowledge and negotiation asymmetry (European Commission, 2019).

### **3.5.2 Governance model on hospitality operational risk**

A defensible governance model comprises premises, water features, food safety and excursion risk register, preventative controls (inspection schedules, HACCP-style food procedures, pool safety checks), training and supervision, and factual reconstruction evidence. The HSE does not suggest a warning sign but a controlled slips/trips prevention system (HSE, 2025). The statistics of food safety burdens and EU outbreaks verify such discipline in kitchens and buffets (WHO, 2024b, EFSA and ECDC, 2024).

### **3.5.3 Supplier-partner contracts and audits**

Excursion and transport contractual and audit controls include operator licensing, personnel competency, equipment maintenance, incident reporting, and ensuring adequate insurance through specified supplementary insured parties. The concept of vicarious liability is based on the principle of integration/control, so an independent contractor likely does not fully eliminate liability through an agreement (Barclays) (UK Supreme Court, 2020).

- Doctrinal-insurance alignment recommendations
- Show that there was negligence by use of inspection logs and maintenance records.
- Control of hazards and transparency take precedence over exemptions (EU, n.d., EC, 2019).
- Request the existing insurance certificates and incident notification conditions for the auditing of suppliers.
- Know Montreal's limitations and organize a travel disruption response (ICAO, 2024).

### **3.6 Conclusion**

Hospitality liability is concerned with the repetitive operational areas such as the safety of premises, pools/spas, food handling, and outsourced trips, where results are based on foreseeability and evidence. HSE states slips and trips are a consistent hospitality hazard (HSE, 2025), WHO estimates unsafe food provokes 600 million sicknesses every year (WHO, 2024b), and the EU observation reported 5,691 foodborne outbreaks and an increase in hospitalizations

and fatalities in 2023. Harm mitigation through waivers is not a consumer protection issue (EU, n.d.). Governance provides evidence of logs, training documentation, supplier audits, and documentation of the incident supported by insurance and clear supplier guidelines to ensure that managers reduce legal risk.

### 3.7 References

European Commission. (2019). Commission notice—Guidance on the interpretation and application of Council Directive 93/13/EEC on unfair terms in consumer contracts (OJ C 323, 27.9.2019). [https://eur-lex.europa.eu/legal-](https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX%3A52019XC0927%2801%29)

[content/EN/TXT/HTML/?uri=CELEX%3A52019XC0927%2801%29](https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX%3A52019XC0927%2801%29)

European Food Safety Authority, & European Centre for Disease Prevention and Control. (2024). The European Union One Health 2023 Zoonoses Report (EFSA Journal, 22(12), e9106). <https://efsa.onlinelibrary.wiley.com/doi/10.2903/j.efsa.2024.9106>

Health and Safety Executive. (2025). Slips and trips: Catering and hospitality. <https://www.hse.gov.uk/catering/slips.htm>

Health and Safety Executive. (2025). Slips and trips: Catering and hospitality. <https://www.hse.gov.uk/catering/slips.htm>

International Civil Aviation Organization. (1999). Convention for the Unification of Certain Rules for International Carriage by Air (Montreal Convention). [https://www.icao.int/sites/default/files/secretariat/legal/CurrentListofParties/Mtl99\\_EN.pdf](https://www.icao.int/sites/default/files/secretariat/legal/CurrentListofParties/Mtl99_EN.pdf)

International Civil Aviation Organization. (2024). International air travel liability limits set to increase, enhancing customer compensation. <https://www.icao.int/news/international-air-travel-liability-limits-set-increase-enhancing-customer-compensation-0>

NFU Mutual. (2021). Preventing slips, trips and falls in the hospitality sector: Health and safety guidance notes. <https://www.nfumutual.co.uk/globalassets/business/rms/documents/guidance-notes-hospitality-sector.pdf>

UK Supreme Court. (2016). Cox (Respondent) v Ministry of Justice (Appellant) [2016] UKSC 10 (Judgment PDF).

[https://supremecourt.uk/uploads/uksc\\_2014\\_0089\\_judgment\\_78cd55190e.pdf](https://supremecourt.uk/uploads/uksc_2014_0089_judgment_78cd55190e.pdf)

UK Supreme Court. (2016). Mohamud (Appellant) v WM Morrison Supermarkets plc (Respondent) [2016] UKSC 11 (Case page with judgment links).

<https://www.supremecourt.uk/cases/uksc-2014-0087>

UK Supreme Court. (2016). Mohamud (Appellant) v WM Morrison Supermarkets plc (Respondent) [2016] UKSC 11. <https://www.supremecourt.uk/cases/uksc-2014-0087>

UK Supreme Court. (2020). Barclays Bank plc (Appellant) v Various Claimants (Respondents) [2020] UKSC 13 (Judgment PDF).

[https://supremecourt.uk/uploads/uksc\\_2018\\_0164\\_judgment\\_96dd201766.pdf](https://supremecourt.uk/uploads/uksc_2018_0164_judgment_96dd201766.pdf)

United Nations. (1974). Athens Convention relating to the carriage of passengers and their luggage by sea. <https://treaties.un.org/doc/Publication/UNTS/Volume%201463/volume-1463-I-24817-English.pdf>

World Health Organization. (2024). Drowning. <https://www.who.int/news-room/fact-sheets/detail/drowning>

World Health Organization. (2024). Food safety. <https://www.who.int/news-room/fact-sheets/detail/food-safety>

## 4. Appendices

Table 1 Journey-stage matrix

| <b>Journey stage</b>              | <b>UCPD (misleading/aggressive practices)</b>    | <b>CRD (pre-contract info)</b>                                     | <b>PTD (packages)</b>                                          | <b>EU261 (air passenger rights)</b>   | <b>Operational control (what staff/system does)</b>  |
|-----------------------------------|--------------------------------------------------|--------------------------------------------------------------------|----------------------------------------------------------------|---------------------------------------|------------------------------------------------------|
| <b>Marketing &amp; listing</b>    | No misleading price/availability/scarcity claims | Price terms not contradictory                                      | “Package vs LTA” not mislabelled                               | Rights information not misrepresented | Screenshot library; approval rules for claims        |
| <b>Pre-contract info</b>          | No misleading omissions                          | Total price, trader identity, key conditions before consumer bound | Standard info forms; organiser identity; insolvency protection | Rights expectations for disruption    | “Key terms box” before pay; plain-language summaries |
| <b>Booking &amp; payment</b>      | No dark patterns; no forced add-ons              | Order confirmation logic; key info visible                         | Organiser responsibility visible                               | Carrier baseline duties               | Payment rules aligned; logging of terms shown        |
| <b>Confirmation &amp; records</b> | Consistency with promises                        | Durable confirmation in accessible form                            | Pre-info binding; confirmation content aligns                  | Evidence for claims                   | Store exact terms shown + timestamp                  |
| <b>Disruption &amp; change</b>    | No unfair pressure tactics                       | Clear change rules applied consistently                            | Assistance/refund/alternative arrangements                     | Care/compensation duties              | Service recovery script; escalation matrix           |
| <b>Redress &amp; enforcement</b>  | Avoid obstruction                                | ADR info/signposting where relevant                                | Claims process against organiser                               | Claim routes + oversight              | Complaint log; evidence pack; handoff templates      |

