

## Legislative amendments of relevance to the tourist industry



### Rescission of a contract for participation in a tourist trip effective upon elapse of 180 days

As far as the tourist industry is concerned, the most momentous amendment introduced by the Covid-19 Act is contained in **art. 15k**, in accordance with which rescission of a contract for an organised tourist trip **directly related to the SARS-CoV-2** epidemic effectuated by:

- **The traveller** (in accordance with art. 47.4 of the legislative Act of 24 November 2017 regarding tourist events and related tourism services (“the Tourist Act”) or
- **The touristic organiser** (in accordance with art. 47.5.2 of the Tourist Act)

shall, through operation of the law, become effective only upon elapse of **180 days** from the date of the relevant rescission notice. In a point worth emphasising, rescission from the contract may not be based upon some subjective sentiment as to the epidemic’s impact upon the organised tourist event – it must **refer to an actual causal relation** between the rescission and the epidemic.

The law as it hereuntil was provided that rescission under the circumstances covered by arts. 47.4 or 47.5 of the Tourist Act became effective upon service of the rescission notice. Once the Covid-19 Act comes into force, rescission of a contract for participation in an organised tourist trip will become effective only upon elapse of 180 days from that on which notice is served. **Refund of fees and deposits paid by the frustrated traveller, meanwhile, shall occur upon elapse of an additional 14-day deadline, as was hereuntil the case.**

## Vouchers

The amended laws also provide that rescission of a contract for participation in an organised tourist trip shall not become effective if the traveller concerned accepts from the tour organiser a voucher entitling him to travel within one year from the date on which the originally planned trip was to have begun. **The value of such voucher may not be lower than the amount paid by the tourist towards the original trip.** In an important point, funds corresponding to payments already made and covered by the voucher accepted by the tourist are guaranteed in the event of the tour organiser's subsequent insolvency.

From the perspective of tour organisers, acceptance of a voucher by a customer will indubitably constitute the most favourable option, in that it will be conducive to their liquidity as well as guaranteeing that they will actually have a service to perform.

## Interim measures

In the event that, before the Covid-19 Act has come into force, a tour organiser has not paid refunds to travellers within the meaning of arts. 47.4 and art. 47.5 of the Tourist Act and the applicable deadline has not elapsed yet, art. 15k of the Tourist Act (art. 31h of the Covid-19 Act) shall apply mutatis mutandis.

Accordingly, the statutory provision shall apply in cases where the contract for participation in a tourist event has already been rescinded but the 14-day deadline for refund prescribed by art. 47.6 of the Tourist Act had not elapsed before the Covid-19 Act came into force.

## Coming into force

Art. 15k of the Covid-19 Act comes into force on a retroactive basis as of 13 March 2020.

### **180-day deadline for refund of payments remitted by customers where the given event (exhibition, congress, cultural event etc.) cannot be held because of the coronavirus epidemic**

The Covid-19 Act makes broadly similar accommodations for business enterprises which organise exhibitions, congresses, cultural and entertainment events and the like. Such entities likewise benefit from an extended 180-day deadline (counted from effective termination of a contract caused directly by the coronavirus epidemic) for returning payments to customers. Those of their customers who are willing to, as it were, stick it out may also receive vouchers. The same rules shall apply mutatis mutandis to an entrepreneur or farmer who provides hotel services within the meaning of the legislative Act regarding hotel services and tour and touristic guide services.

**Contact:**

**Marta Grabiec**

senior associate

[m.grabiec@gessel.pl](mailto:m.grabiec@gessel.pl)

