

Resume

The aim of this thesis is to analyse the essential elements of a travel contract according to current legislation and to analyse the rights that a customer is entitled to. The thesis includes not just a comparison between previous legislation and that currently in effect - in some places it also offers a peek at the differences between current legislation and the Directive (EU) 2015/2302 of the European Parliament and of the Council, which is to be transposed into the legal order of the Czech republic by July 1st 2017.

The thesis can be divided into four main parts:

The first part is an analysis of the essential elements of a travel contract, which are as follows:

1. tour - a pre-prepared package of services related to tourism; this part includes a definition of services this pre-prepared package comprises of, as demonstrated on current case law. The subsequent part concerns itself with the aforementioned Directive (EU) 2015/2302 and the newly established "package travel", which is in many way similar to a travel contract.

2. parties to the agreement - organiser, customer - firstly this part provides a positive and negative private law definition of the term "organiser". Furthermore, the public law requirements an organiser must meet are covered in this part. In the following chapter, the term "customer" is defined. In some cases, the contract can be signed in the favour of a third person "customer" and the specifics of this situation are also explained in this part. The conditions under which the customer party may change prior to the beginning of travel are also covered here.

3. total price - This chapter includes an explanation of when and under what conditions is it legally permissible to change total price of travel and what must be included in it.

The second part of this thesis concerns itself with the legal essentials of a travel contract, the necessary information that must be provided to the customer by the organiser before the agreement is signed and the protection a customer enjoys before the agreement is signed. In the following section, the legal duty of the organiser to be insured against bankruptcy/deliver a valid performance bond are examined.

The third part is about the termination of a travel contract and its consequences. The part is further divided into two subparts, one being about termination prior to the beginning of travel and the other being about termination during travel.

The fourth part covers the legal liability of the organiser to customers. A short summary of current legislation concerning general legal liability is presented and then the specific claims that can arise out of travel contracts are presented and explained. In specific this part covers the liability of an organiser for "defects", liability for health and liability for "disruption of travel". In a few specific places it is also mentioned how select travel agencies deal with liability cases. Towards the end of this thesis I also explain the legal duty of an organiser to help his customers in cases of emergency and finally the standing to sue in cases related to travel contracts.