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**TOURISM
IN FUNCTION OF DEVELOPMENT
OF THE REPUBLIC OF SERBIA**

Tourism product as a factor of competitiveness of
the Serbian economy and experiences of other countries



**THEMATIC
PROCEEDINGS**

II



**UNIVERSITY OF KRAGUJEVAC
FACULTY OF HOTEL MANAGEMENT
AND TOURISM IN VRNJAČKA BANJA**



HARMONIZATION OF LEGAL FRAMEWORK OF THE REPUBLIC OF SERBIA IN THE FIELD OF TOURIST SERVICES WITH THE EU RULES

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Abstract

The legislation on the EU territory has been developing in the form of the directives as legal sources the purpose of which is aligning of the State Members' regulations. The Stabilisation and Association Agreement that sets adoption of the inner market legislation as the priority task for the future Member States, pays particular attention to consumer protection, thus the implementation of the Directive on package travel and linked travel arrangements is the unavoidable obligation of the Republic of Serbia. By analyzing the contracts on organizing travel as the most frequent and typical consumer contracts and by comparing both domestic and the EU regulations, the authors conclude in this paper that the increased level of consumer protection inevitably originates from the transposition of certain EU directives into our legislative system, meaning that legal texts have not remained at the level of declaration, but that the implementation for a more efficient consumer protection or harmonization of our legal system with the EU acquis took place.

Key Words: *contract on organizing travel, EU Directive, law*
JEL classification: *K20, K33, Z30*

Introduction

The globalization of economic activities imposes the need to all the countries to actively participate in international cooperation and process of exchange of goods, services and capital (Đurić et al., 2016, p. 531). Compared to other economic activities, tourism exceeds the national level much faster, becoming a vital global activity. Considering the fast growth

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of this economic sector, funding of tourist services is becoming the topic for the international financial institutions, with a special focus on private companies in this sector (Milanović & Ristić, 2017).

Apart from technological innovations, social changes, like the improved standard of population with realistic increase of income and paid annual leave, represented significant incentives for the dynamic growth of tourism, particularly in the developed countries (Bejatović & Ristić, 2016, p. 484).

In tourism that is an important factor of global development, apart from consumers (users of tourist services), there are also the organizations of tourist activity (travel agencies, hospitality travel agencies...) as the actors in tourist economic activity. The importance of tourism in the economic growth of every country imposes the need for high quality of governing, whereas the success of tourism development also depends to a large extent on networking of all the entities the organization structure of tourism consist of.

Tourist trade constantly develops in its scope and dynamics, if we consider the international tourism (Cvijanović et al., 2016, p. 76). According to the reports of the European Travel Commission, global crisis was not significantly reflected in the effects of tourism, and most of the countries, including the Republic of Serbia, report growth in visits of foreign tourist (ETC, Q3/2015).

Tourist market, as the *sui generis* market, has some specificities, but its constitutive elements do not make it significantly different from other commodity markets.

Transposition of the directive on package travel and linked travel arrangements into Serbian legislation

The EU legislation in the field of consumer protection has been developing in the form of the directives offering solutions for the existing obstacles to free movements of goods and services on the inner (single) market, thus as a legal source, they represent the means for aligning of regulations of the Member States. According to the Stabilisation and Association Agreement, the priority task of the future Member States is the adoption of the inner market legislation representing a larger part of the EU acquis. The Agreement pays particular attention to consumer

protection, therefore the implementation of the Directive on package travel and linked travel arrangements (2015/2302/EU) is an unavoidable obligation of the Republic of Serbia. Since trade of goods and services is done through contracts, the obligation of harmonization of the consumer contractual right takes precedence over other branches of the law, particularly for the contracts with a cross border element, and the Directive on package travel and linked travel arrangements is the best example of the directives in this respect.

Pursuant to the Law on Obligations, the travel organiser (tourist or travel agency) is bound by a contract to acquire for the traveller the *set of services* consisting of transport, accommodation and other related services, and the traveller is obliged to pay one total (inclusive) price (“Official Gazette of SFRY”, No 29/78, Article 859). There are different perceptions in terms of the number and type of services in legal theory (Vanderperren, 1968, p. 343; Wineersch, 1974, p. 206). However, in terms of the number of services, through logical interpretation, a set always includes two items, therefore it takes at least two travel services to consider the set of services from the contract on travel organising.

The Law on Consumer Protection defines a tourist travel (package travel) as the combination of at least two or more travel services lasting for more than 24 hours or less, only if one overnight accommodation is included (“Official Gazette of RS”, No 62/14 and 6/16 point 25 of Article 5 (1)). Apart from the aforementioned, the same Article stipulates that the tourist travel also includes several days of only the accommodation service in certain periods or certain duration. The tourist travel is defined in the same manner by the Law on Tourism (“Official Gazette of RS”, No 36/09, 88/10, 99/11, 93/12 and 84/15, point 25 of Article 3 (1)).

Pursuant to the Directive 2015/2302/EU³ (the European Parliament and the Council of the European Union, Official Journal L 326/1 of 11 December 2015) package travel and linked travel arrangements, “the package” is a combination of at least two different types of travel services for the purpose of the same trip or holiday, if:

- - those services are combined by one trader, including at the request of or in accordance with the selection of the traveller, before a single contract on all services is concluded; or

3 This Directive repealed the Council Directive 90/314 EEC on package travel, package holidays and package tours (EU Official Journal 158/59).

- - irrespective of whether separate contracts are concluded with individual travel service providers, those services are:
 - a. purchased from a single point of sale and those services have been selected before the traveller agrees to pay;
 - b. offered, sold or charged at an inclusive or total price;
 - c. advertised or sold under the term 'package' or under a similar term;
 - d. combined after the conclusion of a contract by which a trader entitles the traveller to choose among a selection of different types of travel services, or
 - e. purchased from separate traders through linked online booking processes where the traveller's name, payment details and e-mail address are transmitted from the trader with whom the first contract is concluded to another trader or traders and a contract with the latter trader or traders is concluded at the latest 24 hours after the confirmation of the booking of the first travel service. Therefore, the package requires at least two types of travel services pertaining to the same travel.

The subject matter of the contract and price of services are important elements of this contract. The subject matter of the contract on organizing of travel is the set of interrelated services, the so-called 'package of services', making the contract on organizing of travel different from the agency contract on travel the subject matter of which can also be acquisition of several services, but not as services interrelated into one unit, but a sum of independent/isolated services.

According to the aforementioned, it is clear that the Law on Obligations and the Law on Tourism do not recognize the term 'package', which is not the case with the Law on Consumer Protection following the Directive 2015/2302/EU.

According to the Directive 2015/2302/EU 'travel service' means:

- a) carriage of passengers;
- b) accommodation which is not intrinsically part of carriage of passengers and is not for residential purposes, and
- c) rental of cars and certain motorcycles.

Accommodation for residential purposes, for example for language learning, is not considered accommodation in terms of this Directive.

Carriage of passengers to their chosen place and their stay in a certain hospitality facility at the same time are not only basic, but the most significant travel services necessary for the existence of the travel contract (package). The Law on Consumer Protection and the Law on Tourism stipulate that carriage and accommodation are the main travel services, whereas Directive 2015/2302/EU defines the travel service as the carriage of passengers and the accommodation which is intrinsically part of carriage of passengers and is not for residential purposes.

Apart from carriage of passengers and accommodation, Directive 2015/2302/EU puts rental of cars within the meaning of Article 3(11) of Directive 2007/46/EC (Directive of the European Parliament and of the European Council) or motorcycles requiring Category A driving licence in accordance with point (c) of Article 4(3) of the Directive 2006/126/EC (Directive of the European Parliament and of the European Council) in the category of important travel services.

Along with carriage, the accommodation in hospitality facilities providing this service makes an a service important for conclusion of contract on organizing of travel. The Law on Tourism stipulates the following types of hospitality facilities for accommodation: hotel, motel, tourist resort, camp, boarding house, bed & breakfast, resort, house, apartment, room, rural tourist household and other facilities providing accommodation services (Article 67 paragraph 2).

Pursuant to Directive 2015/2302/EU, other tourist services are services not intrinsically part of carriage of passengers, accommodation and rental of motor vehicles and certain motorcycles, but at the same time account for a significant proportion of the value of package, whereas the Law on Consumer Protection and the Law on Tourism set no limits for other tourist services.

The price of services is established in advance in one total (inclusive) amount for the package of services, the so-called single price. It is defined by the contract or the tariff of the trip organiser. The Law on Consumer Protection does not mention the price when defining the term of consumer protection, whereas the Law on Tourism stipulates a single price of tourist travel.

Directive 2015/2302/EU excludes trips lasting for shorter than 24 hours and not including accommodation from the scope of implementation. However, the only exception to this rule are trips shorter than 24 hours only if they include the service of accommodation with overnight. The Law on Obligations does not stipulate time limitation, or the duration of the contract on organising a trip, unlike the Law on Consumer Protection and the Law on Tourism, which, in accordance with the Directive on package travel and linked travel stipulate that the contract will last for longer than 24 hours or shorter only if it includes an overnight (“Official Gazette of RS”, No 36/09, point 25 of Article 5 (1) and “Official Gazette of RS”, No 62/14, point 25 of Article 5 (1)).

The broadest definition of a contract on organising travel is contained in the Law on Obligations, which is logical considering the time when this Law was drafted. The Law on Consumer protection is harmonized with the Directive on package travel and linked travel (2015/2302/EU) to a large extent, and following the Directive, the term of organising travel is narrower, relating to contracts lasting for more than 24 hours, with an exception.

Defining the term of travel organiser

The Directive defines ‘trader’ as any natural person or any legal person who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession in relation to contracts covered by this Directive, whether acting in the capacity of organiser, retailer, trader facilitating a linked travel arrangement or as a travel service provider. In terms of Directive 2015/2302/EU, ‘organiser’ is a trader who combines and sells or offers for sale packages, either directly or through another trader or together with another trader, or the trader who transmits the traveller’s data to another trader. The Directive defines ‘retailer’ as a trader other than the organiser who sells or offers for sale packages combined by an organiser.

The Law on Consumer Protection defines travel organiser as a trader organising a tourist trip and selling it or offering it for sale directly or through an agent in the sale of a tourist travel (point 2 of Article 5 (1)), whereas the Law on Tourism connects the term of the travel organiser to tourist agencies stated as organisers of tourist travel (Article 45), whereby a tourist agency is defined as a company, entrepreneur, other legal person

or a branch of a foreign legal person under the terms stipulated by the law for gaining of profit (point 12 of Article 2 (1)).

Defining the term of consumer and right to information

The contract on package travel is a consumer contract in which one contracting party is a consumer. Depending on the objective the Directive aims to achieve, a circle of persons to be protected by the Directive rules is determined, and the concept of a consumer is defined in the directives governing the consumer protection rules in a different manner.

Our Law on Consumer Protection defines consumer as any natural person who procures goods and services on the market for purposes which are outside their business or other commercial activities (point 1 of Article 5 (1)).

In terms of Directive 2015/2302/EU, consumer is any person, natural or legal, purchasing a package or linked travel arrangement.

Travel organiser and retailer (where the package is sold through a retailer) are obliged to provide the consumer (traveller) with the standard information before the traveller is bound by a package travel contract (in the pre-contractual phase). Directive 2015/2302/EU lists the following information:

- a) the main characteristics of the travel services regarding: destination, itinerary and periods of stay (with dates and time) and, where accommodation is included, the number of nights; the means, characteristics and categories of transport, the points, dates and time of departure and return, the duration and places of intermediate stops and transport connections, or, where the exact time is not yet determined, the approximate time of departure and return; the location, main features and tourist category of the accommodation (under the rules of the country of destination) and the meal plan; visits, excursions or other services included in the total price agreed for the package; if any of the travel services will be provided to the traveller as a part of a group, then the information about the approximate size of the group; language in which those services will be carried out; upon traveller's request, precise information on the suitability of the trip or holiday taking into account the traveller's needs

- b) trading name and geographical address of the organiser, and if needed, of the retailer, their telephone number and e-mail address
- c) the total price of the package (inclusive of taxes and all additional fees and charges, or an indication of the type of additional costs which the consumer may still have to bear)
- d) the arrangements for payment (any amount which is to be paid by the consumer as a down payment and the timetable for payment of the balance, or financial guarantees to be paid or provided by the traveller)
- e) the minimum number of persons required for the package to take place and conditions for the possible termination of the contract if that number is not reached
- f) general information on passport and visa requirements of the country of destination, including approximate periods for obtaining visas and information on health formalities to perform for travel
- g) information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate termination fee or the standardised termination fees
- h) information on optional or compulsory insurance to cover the cost of termination of the contract by the traveller or the cost of assistance, including repatriation (in the event of accident, illness or death).

The mentioned information have to be provided to the consumer in a clear, comprehensible and prominent manner, and when provided in writing, it has to be legible.

The Law on Consumer Protection includes detailed provisions on the contents of pre-contractual informing corresponding to the list of information stipulated by Directive 2015/2302/EU, and the deadline in which information is to be provided is also stipulated (Article 93).

Directive 2015/2302/EU guarantees to traveller (consumer) the right to terminate the contract on package travel at any moment before the start of package. A consumer may terminate the contract before the start of package and pay a reasonable standard termination fee to the organiser. In case of force majeure, the consumer is entitled to termination of the contract, without a penalty, as well as to reimbursement of the full amount paid for the package. In other cases, the consumer is not entitled to additional compensation.

The Law on Consumer Protection recognizes a timely withdrawal from a contract before the commencement of travel in an appropriate period and

withdrawal due to circumstances representing a justified reason. In that case, the consumer is obliged to reimburse administrative expenses regarding withdrawal to the organiser, or pay an economically justified percentage of the contracted price (Article 99, paragraphs 1-5).

Pursuant to Directive 2015/2302/EU, a consumer may withdraw from the contract due to altered substantial elements of the contract, like the price. After conclusion of package travel contract, prices may be increased exclusively as a consequence of changes in:

- a) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- b) the level of taxes or fees included in the contract imposed by third parties not directly involved in the performance of the package;
- c) the exchange rates relevant to the package.

If the organiser proposes to increase the price by more than 8% of the total price, the consumer is entitled to:

- a) terminate the contract without paying a termination fee;
- b) accept the proposed change.

In Article 98 paragraphs 1-5, the Law on Consumer Protection stipulates the option of amendment of certain substantial provisions of the contract because of the reasons also stipulated by Directive 2015/2302/EU, and in case of termination of the contract, the consumer is entitled to full reimbursement of amount paid, without deduction. Pursuant to the Law on Tourism, travel organiser is obliged to establish general terms of travel governing rights and obligations of organisers and travellers (Article 56 paragraph 1), concerning the right of travel organiser to compensation for the expenses incurred when a traveller withdraws from the contract out of justified reasons, rights of passengers in case of cancellation of travel and conditions for alteration of the contracted price of travel (points 1-2 of Article 56 (4)).

The package travel contract may be terminated by the organiser in case neither organiser or traveller are liable, if the number of persons enrolled for the package is smaller than the minimum number stated in the contract, as well as in the case of extraordinary circumstances. The organiser is obliged to notify the consumer without delay:

- - twenty days before the start of the package in the case of trips lasting more than six days;

- - seven days before the start of the package in the case of trips lasting between two and six days, and
- - 48 hours before the start of the package in the case of trips lasting less than two days.

The consumer is entitled to reimbursement of any payments made minus the appropriate termination fee, without undue delay and in any event not later than 14 days.

The Law on Consumer Protection stipulates the same conditions for contract termination, but the minimum period for contract termination due to insufficient number of passengers enrolled is 5 days (before the start of package), and the consumer has to be informed about it (point 1 of Article 100 (2)).

The contents of the package travel contract stipulated by Directive 2015/2302/EU is also included in the Law on Consumer Protection (Article 96).

Responsibility of the organiser

Responsibility for performance of the package is of particular importance in terms of exercising the consumer protection. Chapter IV (Article 13) of the Directive 2015/2302/EC includes rules governing the responsibility for performance of the package.

Directive 90/314/EEZ on package travel, package holidays and package, applicable before the Directive 2015/2302/EU entered into force, governed the responsibility for proper performance of the package in a rather flexible manner, by providing a broad discretion to Member States to define in their national laws whether retailer or organiser, or both retailer and organiser are responsible. In order to approximate the legislations of the Member State and use the cross border potential of the travel market to the maximum, whereby organisers and retailers from one Member State sell tourist services in another Member State, and reduce legal differences at the same time, this flexibility was abolished by the Directive 2015/2302/EU specifying that the organiser is responsible for the performance of the travel services included in the package travel contract, irrespective of whether those services are to be performed by the organiser or by other travel service providers. All the doubts and uncertainties of the previous Directive were thus resolved. In their

national legislation, Member States may stipulate a higher level of responsibility, i.e. the responsibility of both organiser and retailer.

The organiser is liable for the damage incurred to the passenger due to complete or partial failure to perform the obligations pertaining to organizing the travel stipulated by the contract on organizing travel. In particular:

- a) first, the organiser is liable for all damages incurred to the other party due to failure to issue the travel certificate or its inaccuracy;
- b) second, the organiser is liable if the organiser violated a general obligation of protection of rights and interests of passengers;
- c) third, the organiser is liable if the organiser causes a damage to the traveller by incorrect information or failure to provide correct information to the traveller;
- d) fourth, the organiser is liable for the damage incurred for the traveller due to violation of obligation to organize travel;
- e) fifth, the organiser is responsible if the organiser violates the obligation to provide the contracted services.

The organiser can provide some of the services under the travel contract to travellers (carriage, hotel accommodation, etc.). If the organiser provides the services related to performance of an organized travel on its own, the organiser is liable to the damage incurred to traveller, in accordance with the regulations pertaining to the services through the performance of which the damage was incurred. This is particularly evident in case of carriage services. In terms of liability, the position of the organiser is equal to the position of the carrier, caterer, etc. Such a heterogeneous governing of liability, conditioned by the differences between regulations where the organiser may use provisions stipulating exclusion or limitation of liability of a certain service provider, calls into question the basis of liability of the organiser.

In meeting all or certain obligations under the contract on travel organizing, the organiser regularly uses third parties (to meet the obligations being the subject matter of the service stipulated by the contract on travel organizing, itinerary and travel certificate, the organiser enters into a series of contractual relations with service providers, entrusting them with performance of those services). In cases when damage to travellers is incurred by third parties as service providers, through failure to provide services, or through providing them irregularly, there is the question of liability for damage: is it organiser or service

provider, or both, having in mind that travellers pay the total inclusive price to the organiser. There are several concepts in legal theory: according to one of them, the organiser is liable only for its own acts, including the liability for poor choice (*culpa in eligendo*), whereas the organiser is not liable for the acts of third parties; according to another concept, the organiser is also liable for the acts of third parties as service providers (Gorenc & Šmid, 1999, p. 107-108).⁴

Failure of third parties to provide services included in the package means direct liability of the organiser in majority of Member States. Inappropriateness of such a solution is obvious (for example, the consumer purchases the package from the retailer from their own country, and the contract is drafted by an organiser from another country) as the consumer is exposed to numerous problems, starting from different language, the law applicable in the Member State of the organiser and numerous other difficulties.

Our legal system (in accordance with the International Convention on Travel Contracts) differentiates between liability of the organiser for the damage incurred by complete or partial failure of third parties to perform these services under the contract or required for the performance of the contracted travel, and liability for the damage incurred to the traveller because of their performance although they have been regularly performed (theft in a hotel, falling down the stairs, etc.). In the first case, if the third party completely or partially failed to perform services entrusted by the organiser, the organiser will be liable for the incurred damage, pursuant to provisions applicable to performance of such services. In the second case, the organiser is liable only for *culpa in eligendo* – when the services were performed in accordance with the applicable contract and regulations, the organiser is liable for the damage incurred to the traveller during their performance, unless the organiser proves that the organiser behaved as a prudent organiser regarding the selections of parties performing those services (Milanović et al. 2013, p. 167).

4 The Draft of the International Convention on Travel Contract stipulated that the travel organiser was liable for all the damages incurred to travellers (by full or partial failure to provide services), whereas the final text differentiates between the liability for the damage incurred to the traveller by the service provider through failure to perform services and the liability for the damages incurred regarding provision of services within a narrower scope of *culpa in eligendo*.

Instead from the organiser, travellers may request their right to compensation of damage directly from the responsible service provider (Gorenc & Šmid, 1999, p. 109). The traveller will therefore have two debtors (organiser and third party/service provider) who are jointly responsible, making the traveller well protected in case of liability for damages (Draškić, 1978, p. 184). The organiser will acquire the right to recourse to the extent that the organiser compensated the damage to the traveller.

The Law on Obligations stipulates liability of the organiser in case of defects in performance of the contracted services, irrespective of whether they are performed by the organiser or a third party – if the services from the contract on travel organizing have been performed incompletely or their quality is poor, the traveller may require a proportional price reduction if the traveller filed a complaint with the organiser within seven days from the completion of the trip; the application for price reduction does not affect the traveller's right to require compensation of damage (Article 869).

Provisions of contract on travel organizing not excluding or reducing liability of the organiser are null and void. Regarding the liability of travellers, they are liable for damages incurred to the organiser by failure to perform their obligations under the contract and pursuant to the provisions of this Law. The traveller will be responsible if the traveller fails to pay the price on time, fails to act in accordance with notices of the organiser so that traveller himself/herself or the traveller's luggage fails to comply with customs, sanitary and other regulations, if the traveller fails to provide accurate or full information required for the organization of travel, as per the organiser's request.

The Law on Tourism stipulates that the organiser is liable to the traveller for the performance of contractual services (Article 56 paragraphs 2 and 3 and Article 57). Article 102 paragraph 1 of the Law on Consumer Protection stipulates that the organiser is obliged to provide the consumer with the package tour in accordance with the contract. The organiser is responsible for the conformity of service, including services rendered by third party (Article 102 (3)). The consumer is entitled to request the compensation of not only material, but the non-material damage as well incurred if the organiser or a third party that was supposed to perform the obligation under the travel contract fails to perform the obligation or performs it partially. It the consequence of failure to perform or partial

performance of the contractual obligation was incurred by the fault of the consumer, the organiser may be exempted from this liability. The burden of proving the guilt of consumers is on the organiser.

Features of the contract on travel organizing

In the last decade of the past century, the tourist market became large and significant (Cvijanović, 2014, p. 17). According to the Declaration on World Tourism classifies tourism with the activities essential for the society due to its impact in social, culture and economic sectors. Due to high importance of this economic activity, the relations between the entities participating in tourist trade need to be regulated. In the Republic of Serbia, these relations are governed by the contracts on tourist services such as: contract on travel organizing, agency travel contract and contract on engaging hospitality capacities (allotment). The contract on travel organizing as the most frequent tourist contract and a typical consumer contract deserves special attention. The contract is important for both parties and it needs to provide gains to both parties (Cvijanović & Mihailović, 2012, p. 70).

The contract on travel organizing requires one contractual relation – between the organiser and the traveller (consumer). On the other hand, the organiser concludes contracts with service providers on his own behalf, much before conclusion of the contract on travel organizing. This obligation of the organiser consists of undertaking all legal and factual actions required for providing a set of services to the traveller in accordance with the itinerary; it is not relevant whether some services will be provided to the traveller by the organiser or by another party as a service provider (Gorenc & Šmid, 1999, p. 96).

When concluding the contract, the organiser is obliged to issue the travel certificate to the traveller (Cvijanović et al., 2016, p. 123). The certificate includes information about date and place of issuance, about organiser and traveller, about the start and the end of travel, carriage, stay and other services included in the total price, the total price for the set of services, etc. The certificate of travel is proof that the contract on travel organizing, on one hand, but on the other hand, it is used for the protection of interest of a tourist/traveller, as the tourist/traveller learns about all his/her rights, obligations and responsibilities from the certificate.

The travel organizing contract is a consensus based contract and the travel certificate is not of a constitutive character, but it merely represents the proof of its existence. Therefore, a contract arises and has legal effect even if there is no issuance of the travel certificate. Services described in the travel certificate testify to the contents of the contract and they may be the only instrument providing the traveller with the knowledge of complex contents of the contract signed, which is why the travel organiser is responsible to the traveller/tourist for any damage incurred due to failure to issue travel certificate or its inaccuracy. The travel certificate, used as a proof of existence and contents of the contract, constitutes a rebuttable presumption, the *prima facie* proof that everything stated in the certificate is true, that the contents of the certificate is the same as the subject matter of the contract; however, it is possible that the congruence is lacking and then everything stated in the certificate is considered true until proven otherwise. Travel organiser also issues the itinerary to the traveller. The itinerary is an elaborated travel contents. It includes a detailed elaboration of the travel contents with dates and places in which certain services will be provided to the tourist-traveller; an inclusive price of services; services not included in the inclusive price; advice and notices regarding services representing the travel contents; detailed general terms of travel, etc. If the itinerary includes the same information as the travel certificate and if it was delivered to the traveller before the travel certificate was issued, then the travel certificate can only include reference to the itinerary.

Contract on travel organising in our country is governed by the Law on Obligations (Article 859-880), Law on Consumer Protection (Article 96-109) and on the international level by the Brussels Convention on Travel Contracts of 1970 and Directive 2015/2302/EU on package travel and linked travel arrangements (Official Journal L 326/1 of 11 December 2015).

Conclusion

Directive on package travel and linked travel arrangements (2015/2302/EU) stipulates the minimum level of consumer protection, whereas Member States are provided with an option to ensure even a higher level of protection, if necessary.

The Law on Obligations (Official Gazette of SFRY No 29/78) is of particular importance for the field of tourism in the Republic of Serbia, as it is the first law that governs the contracts on providing tourist services in

our legislation.⁵ That Law defines the contract on travel organizing quite broadly, which is justified having in mind the time of its adoption, and that it was drafted following the example of the Brussels Convention. The mentioned imperfection of the Law on Obligations was eliminated by the Law on Consumer Protection, which is why following the Directive, the term of the contract on travel organizing is much narrower, concerning the contracts lasting for longer than 24 hours, with an exception.

The primary objective of the Directive 2015/2302EU is the appropriate informing of consumers in the pre-contractual phase, as the informed consumer is the best protector of his/her own rights. Provisions of the Law on Consumer Protection regarding the pre-contractual informing correspond to the list of information stipulated by the Directive 2015/2302/EU. In this respect, through their responsible and conscientious conduct, consumers may promote the system of promotion of their rights. The role of state institutions dealing with consumer right protection, or that are in charge of their protection, is also very important.

The Serbian Law on Consumer Protection is harmonized with the Directive on package travel and linked travel arrangements (2015/2302/EU) to a great extent, so the gaps have been filled and the Serbian consumers obtained new rights.

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⁵ Law on Obligations governs the contract on travel organizing (Articles 859-879), agency contract on travel (Articles 880 - 884) and the contract on engaging hospitality capacities (the allotment contract, Articles 885 - 896).

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