Standard Information Form for Package Travel Contracts

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302. Therefore, you will benefit from all EU rights applying to packages.

Shipping Company ‘Oosterschelde’ will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, Shipping Company ‘Oosterschelde’ has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

Key rights under Directive (EU) 2015/2302

- Travelers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travelers are given an emergency telephone number or details of a contact point where they can get in touch with the operator or the travel agent.
- Travelers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveler may terminate the contract. If the operator reserves the right to a price increase, the traveler has a right to a price reduction if there is a decrease in the relevant costs.
- Travelers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travelers are entitled to a refund and compensation where appropriate.
- Travelers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travelers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveler at no extra cost. Travelers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the operator fails to remedy the problem.
- Travelers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The operator has to provide assistance if the traveler is in difficulty.
- If the operator or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the operator or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travelers is secured. Shipping Company ‘Oosterschelde’ has taken out insolvency protection with Stichting Garantiefonds Reisgelden (SGR). Travelers may contact this entity or, where applicable, the competent authority is: Stichting Garantiefonds Reisgelden, Admiraliteitskade 73, 3063 ED Rotterdam, The Netherlands, sgr@sgr.nl, 0031 10 414 6377 if services are denied because of Shipping Company ‘Oosterschelde’’s insolvency.

Directive (EU) 2015/2302 as transposed into national (Dutch) law: titel 7a, Boek 7 Burgerlijk Wetboek