Reports of Cases

JUDGMENT OF THE COURT (Tenth Chamber)

23 October 2025 *

(Reference for a preliminary ruling – Directive (EU) 2015/2302 – Package travel and linked travel arrangements – Performance of the package – Lack of conformity of the services provided – Article 14(1) – Right to an appropriate price reduction – Article 14(2) – Right to receive appropriate compensation for damages – Article 14(3)(b) – Circumstances precluding the traveller's entitlement to compensation – Lack of conformity of the services provided that is attributable to a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable – Demonstration of fault – Article 4 – Level of harmonisation – Full refund despite partial supply of services – Article 1 – High level of consumer protection – Article 25 – Penalties – Article 3(12) – Concept of 'unavoidable and extraordinary circumstances' – Act of public authority)

In Case C-469/24 [Tuleka], [i]

REQUEST for a preliminary ruling under Article 267 TFEU from the Sąd Rejonowy w Rzeszowie (District Court, Rzeszów, Poland), made by decision of 27 March 2024, received at the Court on 3 July 2024, in the proceedings

B.F. (1),

B.F. (2)

v

Z. sp. z o.o.,

THE COURT (Tenth Chamber),

composed of E. Regan, acting as President of the Chamber, D. Gratsias and B. Smulders (Rapporteur), Judges,

Advocate General: L. Medina,

Registrar: A. Calot Escobar,

having regard to the written procedure,

* Language of the case: Polish.

[i] The name of the present case is a fictitious name. It does not correspond to the real name of any of the parties to the proceedings.

after considering the observations submitted on behalf of:

– the Polish Government, by B. Majczyna and D. Lutostańska, acting as Agents,

– the Czech Government, by M. Smolek, S. Šindelková and J. Vláčil, acting as Agents,

– the Greek Government, by Z. Chatzipavlou and C. Kokkosi, acting as Agents,

– the European Commission, by I. Rubene and A. Szmytkowska, acting as Agents,

having decided, after hearing the Advocate General, to proceed to judgment without an Opinion,

gives the following

Judgment

1 This request for a preliminary ruling concerns the interpretation of Article 1, Article 3(12), Article 4 and Article 14(1) to (3) of Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ 2015 L 326, p. 1).

2 The request has been made in proceedings between, on the one hand, two travellers, B.F. (1) and B.F. (2), and, on the other, a travel organiser, Z. sp. z. o.o., concerning a claim for a refund and for compensation for damages made by those travellers following a package holiday which did not meet the terms agreed between the parties.

Legal context

European Union law

3 Recitals 3 and 31 of Directive 2015/2302 state:

‘(3) Article 169(1) and point (a) of Article 169(2) [TFEU] provide that the Union is to contribute to the attainment of a high level of consumer protection through measures adopted pursuant to Article 114 TFEU.

…

(31) Travellers should also be able to terminate the package travel contract at any time before the start of the package in return for payment of an appropriate and justifiable termination fee, taking into account expected cost savings and income from alternative deployment of the travel services. They should also have the right to terminate the package travel contract without paying any termination fee where unavoidable and extraordinary circumstances will significantly affect the performance of the package. This may cover for example warfare, other serious security problems such as terrorism, significant risks to

human health such as the outbreak of a serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the destination as agreed in the package travel contract.'

4 Article 1 of that directive, headed 'Subject matter', provides:

'The purpose of this Directive is to contribute to the proper functioning of the internal market and to the achievement of a high and as uniform as possible level of consumer protection by approximating certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts between travellers and traders relating to package travel and linked travel arrangements.'

5 Article 3 of that directive, headed 'Definitions', provides:

'For the purpose of this Directive, the following definitions apply:

…

(12) "unavoidable and extraordinary circumstances" means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken;

(13) "lack of conformity" means a failure to perform or improper performance of the travel services included in a package;

…'

6 Article 4 of that directive, headed 'Level of harmonisation', is worded as follows:

'Unless otherwise provided for in this Directive, Member States shall not maintain or introduce, in their national law, provisions diverging from those laid down in this Directive, including more or less stringent provisions which would ensure a different level of traveller protection.'

7 Article 13 of Directive 2015/2302, headed 'Responsibility for the performance of the package', provides:

'1. Member States shall ensure 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.

Member States may maintain or introduce in their national law provisions under which the retailer is also responsible for the performance of the package. In that case the provisions of Article 7 and Chapter III, this Chapter and Chapter V which are applicable to the organiser shall also apply *mutatis mutandis* to the retailer.

…

3. If any of the travel services are not performed in accordance with the package travel contract, the organiser shall remedy the lack of conformity, unless that:

(a) is impossible; or

(b) entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected.

If the organiser, in accordance with point (a) or point (b) of the first subparagraph of this paragraph, does not remedy the lack of conformity, Article 14 shall apply.

…

5. Where a significant proportion of the travel services cannot be provided as agreed in the package travel contract, the organiser shall offer, at no extra cost to the traveller, suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract, for the continuation of the package, including where the traveller's return to the place of departure is not provided as agreed.

Where the proposed alternative arrangements result in a package of lower quality than that specified in the package travel contract, the organiser shall grant the traveller an appropriate price reduction.

The traveller may reject the proposed alternative arrangements only if they are not comparable to what was agreed in the package travel contract or the price reduction granted is inadequate.

…'

8 Article 14 of that directive, headed 'Price reduction and compensation for damages', provides:

'1. Member States shall ensure that the traveller is entitled to an appropriate price reduction for any period during which there was lack of conformity, unless the organiser proves that the lack of conformity is attributable to the traveller.

2. The traveller shall be entitled to receive appropriate compensation from the organiser for any damage which the traveller sustains as a result of any lack of conformity. Compensation shall be made without undue delay.

3. The traveller shall not be entitled to compensation for damages if the organiser proves that the lack of conformity is:

(a) attributable to the traveller;

(b) attributable to a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable; or

(c) due to unavoidable and extraordinary circumstances.

…'

9 As set out in Article 25 of that directive, headed 'Penalties':

'Member States shall lay down the rules on penalties applicable to infringements of national provisions adopted pursuant to this Directive and shall take all measures necessary to ensure that they are implemented. The penalties provided for shall be effective, proportionate and dissuasive.'

Polish law

10 The ustawa o imprezach turystycznych i powiązanych usługach turystycznych (Law on package travel and linked travel arrangements) of 24 November 2017 (Dz. U. of 2017, item 2361), in the version applicable to the dispute in the main proceedings ('the Law on travel'), provides, in Article 4:

'For the purposes of this Law:

…

(15) "unavoidable and extraordinary circumstances" means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken;

(16) "lack of conformity" means a failure to perform or improper performance of the travel services included in a package;

…'

11 Article 50 of that law provides:

'1. The traveller shall be entitled to a price reduction for any period during which lack of conformity was found, unless it was caused solely by the traveller's actions or omissions.

2. The traveller shall be entitled to compensation for any loss or harm suffered as a result of any lack of conformity. The travel organiser shall pay the compensation without delay.

3. The traveller shall not be entitled to compensation for any lack of conformity if the travel organiser proves that:

(1) the lack of conformity is the fault of the traveller;

(2) the lack of conformity is the fault of a third party unconnected with the provision of the travel services included in the package travel contract and was unforeseeable or unavoidable; or

(3) the lack of conformity is due to unavoidable and extraordinary circumstances.

…'

The dispute in the main proceedings and the questions referred for a preliminary ruling

12 On 27 July 2022, the applicants in the main proceedings concluded with the defendant in the main proceedings, for a price of 8 696 zlotys (PLN) (approximately EUR 2 048), a contract for travel to, and an 'all-inclusive' stay in, a five-star hotel in Albania for the period from 1 September to 8 September 2023.

13 On the first day of that stay, the applicants in the main proceedings were awoken by the noise of work to demolish the hotel's two swimming pools. That work lasted from the first to the fourth day of their stay, from 7.30 to 19.30. It had been commissioned by the Albanian authorities and was carried out in the presence of various media outlets and the police. That work resulted in the demolition of those swimming pools, the seafront promenade, the paved waterfront with access to the sea, and waterfront infrastructure.

14 During their stay, the applicants in the main proceedings waited in long queues for their meals and had to arrive at the start of the designated time because only a small number of meals were served. In addition, the serving of snacks which had been scheduled for 17.00 was cancelled.

15 Furthermore, during the final three days of the stay in question, work was started to add a fifth floor to the hotel concerned. The construction materials required for that work were transported via lifts that were used by hotel guests.

16 Following their stay, the applicants in the main proceedings claimed payment of compensation from the defendant in the main proceedings of PLN 22 696 (approximately EUR 5 346), corresponding to PLN 8 696 (approximately EUR 2 048), as compensation for the material damage which they sustained as a result of the failure of the defendant in the main proceedings to perform the package travel contract at issue, and PLN 14 000 (approximately EUR 3 298) as compensation for the non-material damage they sustained.

17 The defendant in the main proceedings objected to that payment. It argued that, since the demolition work in question was the result of a decision by the Albanian authorities with which it had to comply, it was placed in unavoidable and extraordinary circumstances which released it from its obligation to compensate the applicants in the main proceedings. It also states that it had offered them a holiday voucher to the value of PLN 750 (approximately EUR 165) as compensation for the lack of conformity caused by the demolition work.

18 Hearing that dispute, the referring court, in the first place, raises the question of the compatibility of Article 50(3)(2) of the Law on travel with Directive 2015/2302 in so far as that provision states that the traveller is not entitled to compensation for any lack of conformity if the travel organiser proves that the lack of conformity is attributable to a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable.

19 According to that court, Article 14(3)(b) of Directive 2015/2302 precludes the traveller from being entitled to receive compensation from the travel organiser concerned if the latter proves that the lack of conformity is attributable to a third party unconnected with the provision of the travel services included in the package travel contract at issue and is unforeseeable or unavoidable, but the organiser is not required to prove the fault of the third party. The travel organiser's obligation to prove fault on the part of a third party, provided for in Article 50(3)(2) of the Law on travel, is contrary to the full harmonisation effected by Directive 2015/2302, as provided for in Article 4 thereof and confirmed by a historical interpretation stemming from Article 8 of Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours (OJ 1990 L 158, p. 59), which was repealed by Directive 2015/2302. The condition relating to fault requires both an objective examination, that is to say, an assessment of the unlawfulness of the conduct, and a subjective examination, that is to say, an assessment of the conduct of the perpetrator, which is not provided for by Directive 2015/2302.

20 In the second place, in view of the fact that the defendant in the main proceedings only partially supplied the applicants in the main proceedings with the services provided for in the package travel contract at issue, the referring court is uncertain whether, under Article 14(1) of Directive 2015/2302, the claim made by the applicants in the main proceedings for a refund of the full price they paid to the defendant in the main proceedings for their package holiday may be upheld.

21 In that regard, it observes that, from a lexical perspective, the words 'appropriate price reduction' include the maximum reduction and, therefore, that those words allow the full price paid by travellers to be refunded. Such a maximum reduction would be justified where it is found that the travel organiser concerned has provided a service of no value.

22 According to the referring court, the maximum reduction could also be justified where travellers are faced with a gross lack of conformity. Recital 3 of Directive 2015/2302, from which it is apparent that the objective of that directive is to contribute to the attainment of a high level of consumer protection, supports that approach. In the light of that objective, a level of non-conformity which meant that the service provided by the travel organiser concerned was of no value should correspond to a gross lack of conformity.

23 That court nevertheless asks whether, where travellers have been provided with minimal services despite a gross lack of conformity, a claim by those travellers for a full refund of the price paid by them may nevertheless be upheld, taking into account the objectives pursued by the EU legislature. It considers that that must be the case.

24 In the third place, the referring considers that, in view of the conflict between the Albanian authorities and the owner of the hotel at issue in the main proceedings, which was intensifying and was featured in the media, the defendant in the main proceedings could, as a trader, be held liable for not having anticipated that conflict.

25 In that context, it is uncertain whether the claim for an appropriate price reduction for any period during which there was lack of conformity and the claim for appropriate compensation for any damage sustained as a result of any lack of conformity, referred to in Article 14(1) and (2) of Directive 2015/2302, are intended solely to restore the contractual balance between the parties concerned in the event of lack of conformity or whether those claims are also characterised by a punitive element and an element of deterrence in order to ensure a high level of consumer protection.

26 According to the referring court, if it were considered that, in adopting Directive 2015/2302, the EU legislature had also intended to deter package travel organisers from permitting a certain lack of conformity, the fact that consumers had been provided with certain services would not preclude a full refund of all the sums paid by them. Indeed, it is possible to require travel organisers to analyse the travel services market and to determine whether there are specific risks of a lack of conformity. Thus, a claim for an appropriate price reduction would ensure full consumer protection as long as penalties are introduced where that analysis is not conducted properly.

27 In the fourth place and lastly, the referring court wishes to ascertain whether a measure taken by a public authority may come within the concept of 'unavoidable and extraordinary circumstances', within the meaning of Article 3(12) of Directive 2015/2302. In that regard, it notes that such a measure is beyond the control of its addressee, in the sense that the addressee is in a position of subordination to the public authority concerned. It considers, however, that the administrative

procedure leading to the adoption of such a measure is based on legal provisions, lasts a certain amount of time and allows the addressee of the measure to participate in it. In addition, that addressee is given the opportunity of submitting an appeal against the measure. In addition, the referring court observes that, in recital 31 of Directive 2015/2302, the EU legislature clarifies the concept of 'unavoidable and extraordinary circumstances'. Those circumstances include, inter alia, warfare, terrorism, the outbreak of a serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the destination as agreed in the package travel contract. That list does not support the assumption that a measure taken by a public authority such as a decision ordering the partial demolition of tourist infrastructure is an unavoidable and extraordinary circumstance.

28 In those circumstances, the Sąd Rejonowy w Rzeszowie (District Court, Rzeszów, Poland) decided to stay the proceedings and to refer the following questions to the Court of Justice for a preliminary ruling:

'(1) Must the provisions of Article 14(3)(b), read in conjunction with Article 4, of Directive [2015/2302] be interpreted as precluding the application of a provision of national law such as Article 50(3)(2) of the [Law on travel] in so far as that provision requires the travel organiser to demonstrate that the lack of conformity was the fault of a third party unconnected with the provision of travel services included in the package travel contract where such lack of conformity was unforeseeable or unavoidable?

(2) Must Article 14(1) of Directive [2015/2302] be interpreted as not precluding an interpretation of provisions of national law according to which an appropriate price reduction for any period of lack of conformity may result in the entire price paid by travellers being refunded due to gross lack of conformity, despite the fact that travellers used part of the services provided by the organiser?

(3) Must the provisions of Article 14(1) and (2) of Directive [2015/2302] be interpreted as meaning that a claim for a price reduction for any period of lack of conformity and a claim for compensation for any material damage resulting from the lack of conformity are only intended to restore the contractual balance between the parties, or are those claims also punitive and meant to deter the organiser from allowing the lack of conformity to occur?

(4) Must the provision of Article 3(12) of Directive [2015/2302] be interpreted as meaning that measures taken by public authorities, including a decision issued by a government representative to demolish a hotel, do not fall within the concept of unavoidable and extraordinary circumstances?'

Consideration of the questions referred

The first question

29 By its first question, the referring court asks, in essence, whether Article 14(3)(b) of Directive 2015/2302, read in conjunction with Article 4 of that directive, must be interpreted as precluding a provision of national law which provides that, where the lack of conformity of package travel services is attributable to a third party unconnected with the provision of those services and is

unforeseeable or unavoidable, the travel organiser must demonstrate that that lack of conformity is due to the fault of that third party in order to be able to exonerate itself from liability towards the traveller.

30 Under Article 14(3)(b) of Directive 2015/2302, the traveller is not entitled to compensation for damages if the organiser proves that the lack of conformity of the services provided is attributable to a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable.

31 In the absence of a definition in Directive 2015/2302 of the words 'attributable to' contained in that provision or of any express reference, by that directive, to the law of the Member States for the purpose of determining the meaning of those words, they are to be given an autonomous interpretation, taking into account their usual meaning in everyday language, the context in which they are used and the objective pursued by that directive (see, to that effect, judgments of 8 June 2023, *UFC – Que choisir and CLCV*, C-407/21, EU:C:2023:449, paragraph 24 and the case-law cited, and of 30 April 2025, *Galte*, C-63/24, EU:C:2025:292, paragraphs 28 and 29 and the case-law cited).

32 According to their usual meaning in everyday language, the words 'attributable to' a person mean that an event is the result of that person's conduct, without necessarily meaning that that conduct constitutes an intentional or negligent failure to comply with an obligation imposed on that person, either by the applicable national law or by a contractual term. Therefore, the words 'attributable to a third party' contained in Article 14(3)(b) of Directive 2015/2302 do cover the situation where the lack of conformity of the travel services is the result of 'fault' on the part of that third party. Nevertheless, they have a broader meaning and also cover the situation where that lack of conformity is caused by the conduct of that third party which does not constitute 'fault'.

33 Accordingly, having regard to the usual meaning of the words 'attributable to' contained in Article 14(3)(b) of Directive 2015/2302, it must be held that that provision allows a travel organiser to exonerate itself from its obligation to pay compensation to a traveller, in the event of a lack of conformity of the services provided, if it demonstrates that that lack of conformity is attributable to a third party, without it being necessary to demonstrate that that lack of conformity is the result of fault on the part of that third party.

34 That interpretation is supported by the context in which those words are used. Articles 13 and 14 of Directive 2015/2302, which form part of Chapter IV thereof, headed 'Performance of the package', establish a harmonised system of contractual liability for travel organisers which is characterised by strict liability on the part of those organisers and by a restrictive definition of the situations in which they may be exempt from it (see, to that effect, judgment of 12 January 2023, *FTI Touristik (Package travel to the Canary Islands)*, C-396/21, EU:C:2023:10, paragraph 25).

35 In particular, Article 13 of that directive, headed 'Responsibility for the performance of the package', provides in paragraph 1 that Member States are to ensure that the travel 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. Paragraph 3 of that article states in that regard that, if any of the travel services are not performed in accordance with that contract, that organiser must, in principle, remedy the lack of conformity and, if the organiser fails to remedy it, the traveller concerned is entitled to a

price reduction and compensation for damages, in accordance with Article 14(1) and (2) of that directive. The travel organiser is therefore, in principle, liable in the event of a failure to perform the package travel services, irrespective of whether there is any fault on its part or on the part of its service providers in the performance of those services.

36 While Article 14(2) of Directive 2015/2302 establishes the principle of strict liability on the part of the travel organiser for any damage which the traveller sustains as a result of any lack of conformity of the services provided, Article 14(3) allows that organiser to exonerate itself from liability by proving that that lack of conformity comes within one of the three situations exhaustively listed in Article 14(3)(a) to (c). What those three situations have in common is that the lack of conformity is attributable to a source unconnected with the organiser, namely to the traveller him or herself, to a third party unconnected with the provision of the travel services or to extraordinary circumstances. Article 14(3)(b) and (c) lay down the additional requirement that the lack of conformity attributable to a third party or to extraordinary circumstances must be unavoidable. However, in none of those three situations is there any question of 'fault'.

37 Lastly, as regards the objective pursued by Directive 2015/2302, it is apparent from Article 1 of that directive that its purpose is to contribute, inter alia, to the achievement of a high level of consumer protection. The interpretation of Article 14(3)(b) of that directive adopted in paragraph 33 above guarantees such a level of consumer protection, since a travel organiser wishing, pursuant to that provision, to exonerate itself from liability for the lack of conformity of the travel services at issue must demonstrate not only that that lack of conformity is due to a third party unconnected with the provision of those travel services, but also that that lack of conformity is unforeseeable or unavoidable. The objective of ensuring such a level of consumer protection pursued by that directive cannot therefore, in itself, justify a travel organiser being required to demonstrate fault on the part of a third party in order to be able to exonerate itself from liability towards the consumer concerned in the event of a lack of conformity.

38 Furthermore, since Article 4 of Directive 2015/2302 provides that, unless otherwise provided, Member States may not maintain or introduce in their national law more or less stringent provisions which would ensure a different level of traveller protection than those laid down by that directive, and that directive does not contain any provision allowing Member States to introduce or maintain provisions which would ensure a different level of traveller protection than that provided for in Article 14(3)(b), Member States may not maintain or adopt a provision of national law under which travel organisers are exempt from their obligation to pay compensation in the event of any lack of conformity of the package travel services provided which is attributable to a third party unconnected with the provision of those services, only if those organisers demonstrate that that lack of conformity is due to the fault of that third party and is unforeseeable or unavoidable.

39 Consequently, Article 14(3)(b) of Directive 2015/2302 precludes a provision of national law, such as that at issue in the main proceedings, which provides that a traveller is not entitled to receive compensation from the travel organiser concerned in the event of any lack of conformity of the package travel services provided which is attributable to a third party unconnected with the provision of those services, only if that organiser demonstrates that that lack of conformity is due to the fault of that third party and is unforeseeable or unavoidable.

40 That said, when national courts apply domestic law, they are bound to interpret it, so far as possible, in the light of the wording and the purpose of the directive concerned in order to achieve the result sought by the directive and consequently comply with the third paragraph of Article 288 TFEU (judgment of 11 July 2024, *Plamaro*, C-196/23, EU:C:2024:596, paragraph 41 and the case-law cited).

41 As the Commission submitted in its written observations, such an interpretation in conformity with EU law would be possible if the Polish term 'fault', used in Article 50(3) of the Law on travel, were understood as meaning 'attributable to', within the meaning set out in paragraph 33 above, which it is for the referring court to assess.

42 In the light of all the foregoing considerations, the answer to the first question is that Article 14(3)(b) of Directive 2015/2302, read in conjunction with Article 4 of that directive, must be interpreted as precluding a provision of national law which provides that, where the lack of conformity of package travel services is attributable to a third party unconnected with the provision of those services and is unforeseeable or unavoidable, the travel organiser must demonstrate that that lack of conformity is due to the fault of that third party in order to be able to exonerate itself from liability towards the traveller.

The second question

43 By its second question, the referring court asks, in essence, whether Article 14(1) of Directive 2015/2302 must be interpreted as meaning that, even if a traveller has been provided with some of the services supplied by a travel organiser, the appropriate price reduction to which that traveller is entitled in the event of a lack of conformity of those services may correspond to a full refund of the price of the package travel concerned where that lack of conformity is serious.

44 As set out in Article 14(1) of Directive 2015/2302, the traveller is 'entitled to an appropriate price reduction for any period during which there was lack of conformity, unless the organiser proves that the lack of conformity is attributable to the traveller'.

45 Thus, the price reduction referred to in that provision must be appropriate for the entire period during which there was lack of conformity. In addition, it has previously been held that the assessment of whether that price reduction is appropriate must, like the finding of a lack of conformity, be carried out objectively, taking into account the obligations of the travel organiser concerned under the package travel contract (judgment of 12 January 2023, *FTI Touristik (Package travel to the Canary Islands)*, C-396/21, EU:C:2023:10, paragraph 39).

46 It is apparent from a combined reading of Article 14(1) and Article 3(13) of Directive 2015/2302 that the obligation on travel organisers to grant such a price reduction is assessed solely with regard to the travel services included in the package travel contract that have not been performed or have been performed improperly, it being understood that the obligations arising for the travel organiser concerned from such a contract cannot be interpreted restrictively and therefore include not only those explicitly stipulated in that contract, but also those linked to it as a result of the purpose of that contract (see, to that effect, judgment of 12 January 2023, *FTI Touristik (Package travel to the Canary Islands)*, C-396/21, EU:C:2023:10, paragraphs 37 and 38).

47 Consequently, the assessment of whether the price reduction in question is appropriate must be based on an estimate of the value of the travel services included in the package concerned which have not been performed or have been performed improperly, taking into account the duration of

that failure to perform or that improper performance and the value of that package. The reduction in the price of that package must correspond to the value of the travel services for which a lack of conformity has been found (judgment of 12 January 2023, *FTI Touristik (Package travel to the Canary Islands)*, C-396/21, EU:C:2023:10, paragraph 39). The more serious the failure to perform or improper performance, the greater the price reduction must be in order to be considered appropriate.

48 Thus, where all of the travel services provided to a traveller lack conformity and the travel organiser does not prove that that lack of conformity is attributable to that traveller, he or she is entitled to a full refund from that organiser of the price of the package concerned, pursuant to Article 14(1) of Directive 2015/2302.

49 Furthermore, in the light of the objective of Directive 2015/2302 of contributing to the achievement of a high level of consumer protection, as set out in Article 1 of that directive, a traveller must also be entitled to a full refund of the price of the package concerned, pursuant to Article 14(1) of that directive, where, even though certain services have been provided, the lack of conformity of the services provided is so serious that that package no longer serves any purpose and, therefore, the package travel is objectively no longer of interest to that traveller. Where that lack of conformity is so serious as to render the services that have been provided of no interest and of no value in the light of the purpose that package, that lack of conformity is in fact equivalent to a failure to perform that package, which confers a right to a full refund of the price of that package, pursuant to Article 14(1) of that directive.

50 In the present case, it will therefore be for the referring court to assess, in the light of all the circumstances, whether the demolition work, the construction work and the shortcomings in the catering services at issue in the main proceedings resulted in the package holiday of the applicants in the main proceedings becoming devoid of purpose and therefore, objectively, of no further interest to them. If the referring court reaches that conclusion, those applicants must be entitled, pursuant to the national legislation intended to transpose Article 14(1) of Directive 2015/2302 into Polish law, to a full refund of the price of that package holiday from the defendant in the main proceedings, in its capacity as the travel organiser.

51 In the light of all the foregoing considerations, the answer to the second question is that Article 14(1) of Directive 2015/2302 must be interpreted as meaning that, even if a traveller has been provided with some of the services supplied by a travel organiser, the appropriate price reduction to which that traveller is entitled in the event of a lack of conformity of those services may correspond to a full refund of the price of the package holiday concerned where that lack of conformity is so serious that, having regard to its purpose, that package holiday is objectively no longer of interest to that traveller.

The third question

52 By its third question, the referring court asks, in essence, whether Article 14(1) and (2) of Directive 2015/2302 must be interpreted as meaning that the sole purpose of the claim for an appropriate price reduction for any period during which there was lack of conformity and the claim for compensation for any damage sustained as a result of any lack of conformity, provided for in that provision, is to restore the contractual balance between travel organisers and travellers, taking into account the services actually provided by those organisers and the price paid by those travellers, or whether those claims are also intended to penalise those organisers in order to deter them from allowing a lack of conformity to occur.

53 The Polish Government calls into question the admissibility of that question on the ground that the reasons why the referring court questions the purpose of those claims are not sufficiently apparent from the order for reference.

54 In that regard, it should be borne in mind that, in the context of the cooperation between the Court of Justice and the national courts provided for in Article 267 TFEU, it is solely for the national court, before which a dispute has been brought, and which must assume responsibility for the subsequent judicial decision, to determine in the light of the particular circumstances of the case both the need for a preliminary ruling in order to enable it to deliver judgment and the relevance of the questions which it submits to the Court of Justice. Consequently, where the questions referred concern the interpretation of EU law, the Court is, in principle, required to give a ruling (judgment of 27 June 2024, *Gestore dei Servizi Energetici*, C-148/23, EU:C:2024:555, paragraph 29 and the case-law cited).

55 It follows that the questions relating to EU law enjoy a presumption of relevance. The Court may refuse to rule on a question referred by a national court only where it is quite obvious that the interpretation of a rule of EU law sought bears no relation to the actual facts of the main action or its purpose, where the problem is hypothetical, or where the Court does not have before it the factual or legal material necessary to give a useful answer to the questions submitted to it (judgment of 27 June 2024, *Gestore dei Servizi Energetici*, C-148/23, EU:C:2024:555, paragraph 30 and the case-law cited).

56 It is sufficiently clear from the request for a preliminary ruling that the referring court wishes to ascertain whether the claims that travellers have for an appropriate price reduction and for compensation, provided for in Article 14(1) and (2) of Directive 2015/2302, are also intended to penalise and deter travel organisers, with the result that, when determining the amount of that reduction and compensation, account should be taken of the fact that they are intended to penalise those organisers. Accordingly, the third question is admissible.

57 As regards the answer to be given to that question, it is apparent from the wording of Article 14(1) and (2) of Directive 2015/2302 that, subject to the exceptions provided for in those provisions, Member States must ensure that, for any period during which there was lack of conformity of the services provided and for any damage sustained as a result of that lack of conformity, travellers are entitled to an appropriate price reduction and appropriate compensation, respectively, from travel organisers. By conferring those rights on travellers, that provision restores the contractual balance that exists when package travel contracts are concluded in that it makes it possible, first, to require travel organisers to re-establish a price which corresponds to the services actually provided and, second, to obtain compensation from those organisers for the damage sustained by the travellers concerned as a result of the lack of conformity of the services provided.

58 By contrast, neither the wording of Article 14(1) and (2) of Directive 2015/2302 nor the context of that provision permits the inference that the objective of granting to travellers the rights provided for in that provision is also to enable travel organisers to be penalised for any lack of conformity. Neither that provision nor Article 13 of that directive, which provides for a harmonised system of contractual liability of those organisers, provides for the possibility of imposing punitive damages on them. Article 25 of Directive 2015/2302, which requires Member States to lay down the rules on penalties applicable to infringements of national provisions adopted pursuant to that directive, confirms that the purpose of granting those rights to travellers is not to enable those organisers to be penalised.

59 Furthermore, the objective of Directive 2015/2302 of contributing to the attainment of a high level of consumer protection cannot, in itself, justify an interpretation of Article 14(1) and (2) of that directive according to which that provision also aims to penalise travel organisers. Such a level of protection has already been attained by that directive by conferring those rights on travellers in order to restore the contractual balance between them and those organisers following a lack of conformity of the services provided.

60 For the foregoing reasons, the answer to the third question is that Article 14(1) and (2) of Directive 2015/2302 must be interpreted as meaning that the claim for an appropriate price reduction for any period of lack of conformity and the claim for compensation for any damage sustained as a result of any lack of conformity, provided for in that provision, aim to restore the contractual balance between travel organisers and travellers and not to penalise those organisers.

The fourth question

61 By its fourth question, the referring court asks, in essence, whether Article 3(12) of Directive 2015/2302 must be interpreted as meaning that situations arising from measures taken by a public authority, such as the demolition of tourist infrastructure pursuant to a decision of a public authority, do not come within the concept of 'unavoidable and extraordinary circumstances', within the meaning of that provision.

62 In that regard, it should be pointed out that Article 3(12) of Directive 2015/2302 defines the concept of 'unavoidable and extraordinary circumstances' as meaning 'a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken'.

63 Recital 31 of that directive illustrates the scope of that concept in so far as it states that '[it] may cover for example warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the destination as agreed in the package travel contract.'

64 Furthermore, it has previously been held by the Court that the concept of 'unavoidable and extraordinary circumstances' is akin to the concept of 'force majeure' in the sense of abnormal and unforeseeable circumstances beyond the control of the party claiming it, the consequences of which could not have been avoided despite the exercise of all due diligence. Thus, despite the absence of any reference to force majeure in Directive 2015/2302, the Court has held that the concept of 'unavoidable and extraordinary circumstances' gives concrete expression to and constitutes an exhaustive implementation of the concept of 'force majeure' in the context of that directive (see, to that effect, judgment of 8 June 2023, *UFC – Que choisir and CLCV*, C-407/21, EU:C:2023:449, paragraphs 54 and 56 and the case-law cited).

65 Furthermore, the Court has held that the terms 'unavoidable and extraordinary' referred to in Article 3(12) of Directive 2015/2302 relate only to situations which were unforeseeable (see, to that effect, judgment of 29 February 2024, *Tez Tour*, C-299/22, EU:C:2024:181, paragraph 74).

66 It follows that situations arising from measures taken by a public authority can come within the concept of 'unavoidable and extraordinary circumstances', within the meaning of Article 3(12) of Directive 2015/2302, only if those situations are beyond the control of the party invoking them

and have consequences which could not have been avoided even if all reasonable measures had been taken, which means that those circumstances are beyond the control of the party invoking them and are unforeseeable.

67 The adoption of measures by a public authority is generally governed by both procedural and substantive rules ensuring, inter alia, that those measures are adopted in a transparent manner following a balancing of various interests. The implementation of those measures is, moreover, generally preceded by some publicity. Situations resulting from the adoption of such measures are generally not, therefore, unforeseeable.

68 In the present case, the defendant in the main proceedings takes the view that the demolition work at issue is the consequence of a measure taken by a public authority with which it was required to comply, with the result that the lack of conformity resulting from that measure corresponds to an unavoidable and extraordinary circumstance which relieves it of its obligation to pay compensation to the applicants in the main proceedings.

69 In that regard, it should be borne in mind that, under Article 14(3)(c) of Directive 2015/2302, the traveller is not entitled to compensation for damages if the organiser proves that the lack of conformity is due to unavoidable and extraordinary circumstances.

70 It is therefore for the referring court to assess whether, in the present case, the demolition of the infrastructure at issue in the main proceedings, carried out pursuant to a decision of the Albanian authorities, created a situation which was beyond the control of the travel organiser concerned and had consequences which could not have been avoided even if all reasonable measures had been taken. In that regard, it will be for the referring court to determine whether, prior to the adoption of that decision, that organiser or the manager of the tourist infrastructure in question was notified of the procedure which led to the adoption of that decision, or even participated in that procedure, or whether those persons were informed of the content of that decision before it was implemented. It is sufficient if that manager was notified or participated since, under Article 13(1) of Directive 2015/2302, that organiser may be held liable for any lack of conformity caused by its travel service providers (see, to that effect, judgment of 18 March 2021, *Kuoni Travel*, C-578/19, EU:C:2021:213, paragraph 35).

71 Where there is such participation or notification, the demolition of the infrastructure in question cannot be considered unforeseeable. The lack of conformity of the services provided due to such demolition cannot be regarded as a situation beyond the control of the travel organiser concerned the consequences of which could not have been avoided even if all reasonable measures had been taken. If that organiser or its service supplier are notified of such a decision and that organiser is given sufficient time to be able, with the expediency required, to offer the traveller concerned suitable alternative arrangements in accordance with Article 13(5) of Directive 2015/2302, before that decision is implemented, it cannot be held that the consequences arising from that decision could not have been avoided by that organiser. In such circumstances, that demolition would not be capable of coming within the concept of ‘unavoidable and extraordinary circumstances’ within the meaning of Article 14(3)(c) of Directive 2015/2302.

72 Depending on the circumstances, the foreseeable nature of the demolition of the infrastructure in question carried out pursuant to a decision of the Albanian authorities would also preclude the travel organiser concerned from avoiding its obligation to compensate the applicants in the main proceedings pursuant to Article 14(3)(b) of Directive 2015/2302, which provides that the traveller

is not entitled to any compensation if the organiser proves that the lack of conformity is attributable to a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable.

73 In the light of all the foregoing considerations, the answer to the fourth question is that Article 3(12) of Directive 2015/2302 must be interpreted as meaning that situations resulting from the adoption of measures by a public authority, such as the demolition of tourist infrastructure carried out pursuant to the decision of a public authority, do not come within the concept of 'unavoidable and extraordinary circumstances', within the meaning of that provision, where those measures were adopted following a procedure which enabled the persons concerned, such as the travel organiser concerned or any travel service providers, to be aware of them in good time before their implementation.

Costs

74 Since these proceedings are, for the parties to the main proceedings, a step in the action pending before the referring court, the decision on costs is a matter for that court. Costs incurred in submitting observations to the Court, other than the costs of those parties, are not recoverable.

On those grounds, the Court (Tenth Chamber) hereby rules:

1. **Article 14(3)(b) of Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC, read in conjunction with Article 4 of that directive,**

   must be interpreted as precluding a provision of national law which provides that, where the lack of conformity of package travel services is attributable to a third party unconnected with the provision of those services and is unforeseeable or unavoidable, the travel organiser must demonstrate that that lack of conformity is due to the fault of that third party in order to be able to exonerate itself from liability towards the traveller.

2. **Article 14(1) of Directive 2015/2302**

   must be interpreted as meaning that, even if a traveller has been provided with some of the services supplied by a travel organiser, the appropriate price reduction to which that traveller is entitled in the event of a lack of conformity of those services may correspond to a full refund of the price of the package holiday concerned where that lack of conformity is so serious that, having regard to its purpose, that package holiday is objectively no longer of interest to that traveller.

3. **Article 14(1) and (2) of Directive 2015/2302**

   must be interpreted as meaning that the claim for an appropriate price reduction for any period during which there was lack of conformity and the claim for compensation for any damage sustained as a result of any lack of conformity, provided for in that provision, aim to restore the contractual balance between travel organisers and travellers and not to penalise those organisers.

4. Article 3(12) of Directive 2015/2302

must be interpreted as meaning that situations resulting from the adoption of measures by a public authority, such as the demolition of tourist infrastructure carried out pursuant to the decision of a public authority, do not come within the concept of 'unavoidable and extraordinary circumstances', within the meaning of that provision, where those measures were adopted following a procedure which enabled the persons concerned, such as the travel organiser concerned or any travel service providers, to be aware of them in good time before their implementation.

[Signatures]