

RESUME

This thesis aims to describe the legal regulations applicable to defects of tours as enshrined in the Civil Code of 2012. Based on the analysis of various defects of tours, I have come to the concept of defects of tours in the Czech law and have assessed whether the defects of tours allows liberation reasons or not.

When dealing with the issue chosen, I analysed the sources of inspiration for the interpretation and inference of legal concepts of the current legislation applicable to defects of tours, which present interpretive guidance for the interpretation and understanding of the defects of tours. First, I analysed the regulation of the consequences of a breach of contract as contained in the Package Tour Directive, which is a model for defects of tours in the Czech law and which regulates the reasons for liberation from the responsibility of a tour organiser for any breach of contract. Within the Czech legal order, I examined the relationship between the defects of tours and compensation for damage incurred as a result of any breach of a tour contract. I also considered the possibility of applicability of the general regulation of defective performance to defects of tours. Finally, I tried to define the defects of tours in relation to other consequences of any breach of contract. Using the historical method of interpretation, I examined the possibility of defects in the interpretation of the defects of tours from the perspective of the preceding legal regulations applicable to tour contracts. Using the comparative method, I tried to get practical examples of practical application of defects of tours in France.

Through the synthesis of the above-mentioned conclusions, I have concluded that the defects of tours constitute the responsibility which is objective in nature, without the possibility of liberation. My conclusion is mainly based on the grammatical interpretation and minimum harmonisation standard of the Package Tour Directive, which allows the Member States to adopt more stringent consumer protection measures. The exclusion of liberation reasons of a tour organiser is particularly problematic in consumer sales of tours because the exclusion of liberation reasons strengthens the position of the consumer as the organiser is responsible objectively and without the possibility to exculpate itself.

However, using purposive interpretation, that is the purpose sought by the Directive, the existence of liberation reasons might be inferred from the general liability for damage caused by any breach of a contractual obligation under Section 2913 (2) of the Civil Code. In my view, however, we cannot admit the existence of liberation reasons in case of major defects of a tour, especially with the obligation of the tour organiser to ensure at its own expense the transportation of the customer to the place of departure, or to another agreed place under Section 2538 of the Civil Code.

Keywords:

- Defects of a tour;
- Tour;
- Breach of a tour contract;
- Liberation reasons;
- Package Tour Directive.