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### **Improvements to contemporary law enforcement practice in the documents on the provision of tourism services within the context of European experience**

**Abstract:** The article dwells upon issues arising in the scope of activities of tour operators and travel agents related to the incompleteness and contradictory nature of the legal rules governing the contractual relationship between the person providing tourism services and the consumer of such services. Special attention is paid to the concept of "Set of Tourism Services" and "Contract on the Provision of a Complex of Tourism Services".

**Key words:** tourism, package tour, contract on the provision of a complex of tourism services, consumer, tourism service.

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### **Совершенствование современной правоприменительной практики в документах о предоставлении туристических услуг в контексте европейского опыта**

**Аннотация:** Статья посвящена исследованию вопросов, возникающих в сфере деятельности туроператоров и турагентов, связанных с неполнотой и противоречивостью правовых норм, регулирующих договорные отношения между лицом, предоставляющим туристическую услугу и потребителем такой услуги. Особое внимание уделено понятию «комплекс туристических услуг» и «договор о предоставлении комплекса туристических услуг».

**Ключевые слова:** туризм, турпакет, договор о предоставлении комплекса туристических услуг, потребитель, туристическая услуга.

#### **Problem statement**

Nowadays, tourism is one of the sectors of the global economy and the economy of Ukraine, which develops intensively and causes both the development of individual industries and the socio-economic development of entire countries. It allows small and medium-sized businesses development without significant state expenses, as well as providing employment, attracting funds and investments and

infrastructure development. In general, tourism occupies the first place in the world in terms of job creation. The global field of tourism services itself involves more than 260 million people, which are 10% of all employees [1, p. 19].

Ukraine has significant objective preconditions to become one of the most developed countries in the tourism sector. The development of tourism activity is greatly facilitated by the geographical location of Ukraine, which is located in the center of the Eurasian continent, has a favorable climate and unique historical and natural landscapes. However, the current Law "On Tourism" is declarative for today in relation to the practice of tourism activity, international legislation and Ukraine's participation in international organizations. Moreover, the tourism legislation is so imperfect that it is not taken seriously enough by the international community [2]. Ratification of the Association Contract between Ukraine and the EU [3] along with visa-free regime was the first step towards to irreversible process of Ukraine's existence in the EU economic and legal environment, as envisaged in the Association Contract, which leaves open the future development of the relations between Ukraine and the EU. Implementation of the provisions of Chapter 16, "Tourism", section V "Economic and Sectoral Cooperation" of the Contract will lead to increased competitiveness of the tourism industry as a generator of economic growth and will stimulate the economy, employment, and improve the investment climate and promote infrastructure development.

Under such conditions, development of tourism industry in Ukraine is one of the priorities of the state. However, Ukraine can become more attractive for tourists all over the world only against clear organization of tourism activities and balanced legal regulation, improvement of mechanisms of state regulation of tourism activities, also through modern international, primarily European, experience.

**Rationale.** Significant contribution to the development of the issues of legal regulation of contractual relations for the provision of services was made by O. V. Dzera, O. P. Durovich, O. A. Belyanevych, O. M. Vinnik, N. I. Braginsky, V. V. Vitryansky, V. S. Milash, V. S. Scherbina, etc. But there are virtually no monographs in the scientific legal literature on the complex research of the legal nature of contractual relations arising in a field of rendering of tourism and accompanying services based on new national legislation and the EU legislation that regulates the specificity of tourist activity. This necessitates a more detailed study of such relations for further use in the development of recommendations for improving the legislation and practice of its application in the field of regulation of relations on rendering of tourism services.

**The goal of the article** is to study the EU law and the definition of the complex of tourism services (package tour), the content, and the subject matter of the contract on provision of tourism services and the doctrinal concepts to such contracts.

**The main study base:** Economic and legal regulations of the contracts in the field of tourism appear in conclusion of contract and execution of the contract by the parties who undertake the obligations as well as liability for non-performance or improper performance of such obligations [4 p. 25]. Analysis of contractual and legal relations in the field of tourism proves that such relationships are characterized by a equivocation. The contract, which is one of the most characteristic tourism activities - the contract for travel services, will be considered below.

The Contract for travel services has no single generally accepted name in international practice. For example, in the EU Council Directive of 13 June 1990 On Integrated Tourism, Leisure and Package Tours 90/314/EEC (hereinafter – Council Directive 90/314/EEC) [5], which was valid until 1 July 2018, a contract is an arrangement, which binds the consumer and the provider and/or distributor.

The Directive (EU) 2015/2302 of the European Parliament and EU Council from November 25, 2015 On the Package Tours and Related Travel Services and 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 (hereinafter - Directive 2015/2302/EC)[6], which has the immediate objective of proper functioning of the internal market and achievement of a high level of consumer protection by approximating certain aspects of the laws, regulations and administrative procedures of the participating countries, related to contracts on package travel and organized tourism services, which are concluded between tourists and sellers, use of the term "Package travel contract." The Package travel contract means the agreement on the package in a whole or, if the package is provided under different contracts, all contracts for the provision of services included in the package. Thus, the term "package" means a combination of at least two different types of tourism services for the trip or holiday, if: 1) such services are connected by one seller, including at the request or according to the choice of the tourist, before the conclusion of the contract on the provision of the entire complex of services; or 2) regardless of the conclusion of separate contracts with individual providers of tourism services, the following services: a) purchased in a single point of sale within the same booking; b) it was proposed or paid for the all-inclusive price or total price;) when advertising and selling the term "package" or similar term was used; d) were combined after the conclusion of the contract that the seller allows the tourist to choose from a set of different types of tourism services; or d) were purchased from individual sellers via a coherent online booking when making the reservation, the name of the tourist and its details are transferred from the seller to the seller at the latest after confirmation of the booking of the first service. This Directive does not apply to packages and organized tourism services if the duration of the trip is less than 24 hours unless overnight accommodation is not included.

The Law of the Republic of Latvia «Tourism Law» [7] uses the concept «package tourism service» – a combination of at least two different tourism services per one journey that meets one of the following requirements:

(a) it is aggregated by one service provider, including the request of the traveler or according to the traveler's choice, before concluding a single contract for all services;

(b) regardless of whether separate contracts are signed with the service providers, tourism services are: purchased at the same point at a tourism service point, and the traveler has chosen these services before agreeing to pay; offered, sold or claimed for one inclusive or common price; advertised or sold using the words "package tourism service" or other similar terms; merged after the conclusion of a contract by which the provider gives the traveler the right to choose from the offer of different types of tourism services; purchased from individual service providers through linked online booking processes if the service provider with the first contract transmits information about the traveler's name, payment details and e-mail address to one or more service providers and an agreement with the last service provider or service provider is concluded not later than within 24 hours after the confirmation of the first tourist service booking.

Taking into account the Law of the Republic of Latvia «Tourism Law» [7] «package tourism service agreement» – an agreement on a package of tourism services in general or, if the package tourism service is offered in accordance with separate agreements, all contracts relating to tourist services included in the package tourism service.

The law of the Republic of Poland "On tourism services" from 29.08.1997 [8] regulates the requirements to the contract on granting of tourism services in Chapter

3, which describes the protection of the rights of consumers and defines it as a contract between the tour operator or travel agent, on the one hand, and consumers on the other hand. The law of the Republic of Poland "On tourism services" defines the consumer according to Directive 90/314/EEC, according to which a consumer is a person who intends to conclude or has concluded a contract for the provision of tourism services on its own behalf or on behalf of another person, and this transaction is not the subject of its business activities, as well as the person on whose behalf the contract was made and the person to whom the right to use specified in the contract of tourism services has been delegated [9].

In the Law of the Republic of Latvia «Tourism Law» [7], a natural or legal person who wishes to conclude a contract for the provision of integrated tourist services or related tourist services or has the right to travel on the basis of an agreement on the provision of integrated tourist services or appropriate tourist services is referred to as "wanderer". Under the consumer, the Law of the Republic of Latvia "Consumer Rights Protection Law» [10] implies a natural person who expresses a wish to purchase, purchases or might purchase, or use goods or a service for a purpose, which is not related to his or her economic or professional activity.

From the point of view of EU law, the concept of "consumer" for tourists is defined in such legal acts: the Directive No. 2005/29/EC of the European Parliament and of the Council of the EU concerning unfair business-to-consumer commercial practices in the internal market (Directive on unfair commercial practices) [11], Directive 97/7/EC of the European Parliament and of the Council of 20 May 1997 on the protection of consumers in respect of distance contracts" [12], Directive No. 2002/65/EC of the European Parliament and of the Council of the EU concerning distance marketing of consumer financial services and amending Council Directive No. 90/619/EC and Directives No. 97/7/EC and 98/27/EC [13], Council Directive 93/13/EC of 5 April 1993 on unfair terms in consumer contracts [14].

A systematic analysis of the named regulatory legal acts of the EU enables us to formulate the following General characteristics of the consumer in EU law: 1) a consumer shall be only a physical person; 2) consumer buys goods or services on the basis of the contract with the entrepreneur; 3) consumer buys goods or services without the implementation of entrepreneurial or professional activity.

The incompleteness and inconsistency of legal rules governing the contractual relationship between the provider of the tourism service and the consumer lead to the violation of consumer's rights as the weaker party to the contract.

According to the article 20 of the law of Ukraine "Concerning tourism" from September, 15th, 1995 No. 324/95-BP (hereinafter – law of Ukraine "Concerning tourism") [15] under the contract on tourist service is providing for the payment by one party – the tour operator directly or through a travel agent – package tour by the order of the other party (the tourist). General provisions of the contract on the provision of services are applied to the contract for travel services, unless otherwise provided by law.

Due to the uncertainty of the content of the contract on the provision of tourism and related services the rights of tourists are violated. By the decision of the Supreme Economic Court of Ukraine of May 31, 2011, case No. 5002-9/4721-2010 [16], it was established that under a contract for the sale of hotel vouchers and services for vacationers, the Seller (health and wellness institution) has sold to a tour operator (the Buyer) hotel vouchers to a clinical sanatorium. However, the hotel voucher is defined as the document neither by the Central Committee of Ukraine nor by the law of Ukraine "Concerning tourism". The concept of "hotel voucher" in the

statutory acts connected with provision of tourism services, is found only in the Law of Ukraine "About improvement and rest of children" and is defined as the document that certifies the right of the child to receive services for rehabilitation and recreation, the conditions of stay in the institution and establishes the cost and range of recreation services and recreation for one child in a particular institution. The term "hotel voucher" is also mentioned in the Regulation on the travel voucher (Appendix No. 1 to the resolution of the Collegium of the state Committee of Ukraine of 23 February 1994, No. 7) [17], in which the hotel voucher is equivalent to a travel voucher, which is contrary to the provisions of the law of Ukraine "Concerning tourism", because the voucher is a contract for tourism services, and its execution and compliance with the agreement is stipulated by the order of the State tourism administration of Ukraine of 06.06.2005 No. 50 [18], which approves the description of the voucher form and the Instruction on the procedure for making a voucher for the provision of tourist services and its use. This perception of "the hotel voucher" led to the fact that the court acknowledged the contract called mixed according to part 2 of article 628 of the Civil Code of Ukraine [19], which contains elements of both contract of sale and contract for the provision of services. The concept of "contract of purchasing hotel vouchers for the provision of services of sanatorium-resort treatment" is also found in the Decision of the Kyiv Economic Court of Appeal of February 29, 2012 case No. 18/272 [20]. But we believe that such mixtion (provision of services for sale and purchase – hotel voucher) leads to content disturbance of the contract on the provision of services primarily in the fact that the document – hotel voucher itself – has no value and also just confirms the provision of the services. Furthermore, providing services allows for clear defining of the object of a service contract – accommodation in a room for the sanatorium treatment.

In case No. 2-29/1055-2010, according to the resolution of the Sevastopol Economic Court of Appeal of 04 August 2010 [21], the courts of two instances have confirmed the elements of the legal relations according to the Law "Concerning tourism". The contract, which was concluded between the tour operator and boarding house, contained a commitment to implement the package of travel services through cyclical visits or one-time applications. The scope and content of tourism services under the contract determined by the parties according to the applications or allocated places quota. Specific conditions for travel services have been agreed by the annexes to the agreement, which stated the cost of tourism services and the list of additional services. The courts confirmed the nature of the services that were provided by the tour operator to tourists and confirmed by the provision of a voucher to tourists. In contrast to the above decision of the Supreme Economic Court of Ukraine on 8 November 2011 in case No. 25/123 services were not considered as sale / purchase of the voucher. On the contrary, the voucher, the necessity of which was considered in the case, is correctly recognized by the court as a document confirming the existence of relations between the tourist and the subject of tourism activity, which provides tourism services, and therefore the voucher can not be the evidence proving that the plaintiff executed its obligations to the defendant. In addition, the court recognized the voucher issue as a form of contract between the tourist and the subject of tourism activity and can not be the subject of sale in the relationship of the tour operator both with a tourist and boarding house, because such contracts are services. It can serve as a confirmation of the falsity of recognition vouchers as the subject of sales contract in case No. 25/123, because the purpose and making of the voucher are similar to voucher issuance. These findings are also confirmed by the Letter of the Supreme Court of Ukraine dated 01.02.2014. "The findings of the Supreme Court of Ukraine set out in the ordinances on the results of consideration of applications for judicial review of the decision with grounds set in

paragraph 1 of part 1 of article 355 of the Civil procedural code of Ukraine, for the second half of 2013." [22].

From these court judgments it can be concluded that lack of standard conditions of contracts associated with the provision of services on temporary accommodation and related services concerned with the resort services leads to the absence of a clear definition of the rights and obligations of the parties.

And a description of the scope of contract. In this case, at accommodation in medical institutions, providing additional services in these institutions will result in the emergence of a mixed contract, as the seller of vouchers must be obligatory considered by a tour operator, or should not provide any services at all and perform sales only as a person acting under a power of attorney, and therefore may receive funds only from the operator of the "Grantor" – in our case – medical institutions.

It is worth noting that scientists have different approaches to the concept of a contract for tourism services and the determination of its species.

Well, V. I. Depending on the participants concluding the contract, Gostiuk divides the contracts for tourism services into three groups: 1) contracts between the tour operator (travel agent) and the tourist; 2) contracts concluded between the tour operator and its partners – direct executors of separate services; 3) contracts concluded between the tour operator and travel agent [23, p. 165]. We do not support this position because the contract for tourism services is just a contract between the tour operator/travel agent and the customer, which is the consumer of travel services or a third party serving in the interests of the consumer.

V. F. Kyfiak says that contracts for the provision of tourism services are contracts concluded between the subjects of tourism activity and consumers of the tourist product [24, p. 68]. In our opinion, such a definition does not give clear understanding about the subjects of such contracts, because, firstly, according to article 5 of the law of Ukraine "Concerning tourism", the subjects of tourism activities are: tour operators, travel agents; interpreters, tour guides, sports instructors, conductors and other specialists of tourist support; individuals who are not subjects of entrepreneurial activities providing services of temporary accommodation (residence), catering, etc. And secondly, the other party to the contract may be not only a consumer, but a person who is not a direct consumer of services.

Yu. Korostashivets believes that, in accordance with article 5 of the law of Ukraine "Concerning tourism", the parties to the contract for tourism services are "legal and physical persons who create the tourist product, tourism services or provide mediation services for the provision of typical and related services, as well as citizens of Ukraine, foreign citizens and stateless persons in whose interests tourist activity is implemented" [25, p. 97]. But this implies that the contractor under the contract may be any subject of tourism activity, and the customer can be any person who consumes any service in the field of tourism.

Some scientists define the subject of regulation of the contract for tourism services as the travel services and the process of their delivery [26, p. 120]. In our view, this conclusion is too general and does not allow for separating the subject of the regulation of the contract for tourism services from the subject matter of other contracts existing in the field of tourism. For example, M. M. Gudyma separates the contract on providing the tourism services and contracts entered into by the operator with direct executors of separate tourist services on criteria such as the subject and parties to the contracts, emphasizing that the subject of the contract on the provision of tourism services is complex, and therefore it is wider than the subject of those contracts, which are concluded by the tour operator with the executors of tourism services. Concerning the parties to the said contracts, it is noted that the contractors of tour operators under the contracts on the provision of tourism services is a

customer of travel services that they receive for personal needs or order in favor of other individuals – professionals in providing relevant services to tourists (hotels , carriers, etc.) [27, p. 15].

In formulating the definition of the subject of the contract on providing the tourism services, M. M. Gudyma determines the statutory term for tourism services provision (more than 24 hours to one year) as one of the characteristic features of the contract [27, p. 7, 18].

We are convinced that the travel period alone is not the defining characteristic of the contract for tourism services because the cumulative characteristic features of this contract that separates it from other contracts are:

1) combination of two or more services. At this, according to the court's case law of the European Union, it makes no difference when services were combined, before signing the contract with the tourist or with the request, in accordance with the tourist's selection. The same principles apply regardless of the booking – by agent or online [28];

2) special subject composition: executor is the travel agent or tour operator, the customer is the service consumer – tourist or excursionist who stays overnight in the place visited;

3) the conditions of stay in the place visited – at least one night's stay.

It should be noted that, on behalf of the consumer, the contract can be signed by third parties also, but a direct consumer is a tourist, accordingly, the contract will be a contract for travel services and have the same essential conditions.

On the basis of a system analysis of the contractual relations arising in the field of tourism services, contracts for travel services can be divided into two groups depending on the subject composition:

1) contracts concluded directly with the consumer. The executor in such contracts is the subject of economic activities, the customer — a natural person. Relations in such contracts are regulated by the General norms of the Central Committee of Ukraine, laws of Ukraine "Concerning tourism" and the law of Ukraine "On protection of consumer rights" from 12.05.1991 No. 1023-XII (hereinafter – the Law No. 1023-XII) [29]. 2) Contracts in favor of third parties are negotiated by subjects with a person who is not a direct consumer of service. The executor in such contracts is the subject of economic activities, the customer – a business entity that concludes a contract in the interests of direct consumer of service who is a natural person. Relations in such contracts are regulated by the General norms of the Central Committee of Ukraine and the Civil Code of Ukraine, laws of Ukraine "Concerning tourism" and the Law No. 1023-XII.

The subject of regulation of the contract for tourism services is a range of travel services and the process of their provision.

**Conclusions.** In conclusion, it should be noted that to cover the concept of a contract for tourism services, which is used by the current law of Ukraine "Concerning tourism", for all participants who can be parties to the contract, the subjects of such agreements should comprise not only tour operators, travel agents and tourists, but also excursionist, who stays overnight in the place visited, and a third person that acts on their behalf, which, though not a direct consumer of services, but makes payment under the contract.

The definition of "contract for tourism services" provided in article 36 of the draft law No. 4224 [30] does not disclose the essence of this contract. In addition, the executor means only tour operator, and the scope of the contract means pre-arranged integrated or individual tourist service.

In our opinion, while it does not represent to the full the extent of the relations arising out from this definition, the most comprehensive one is given by M. M.

Gudyma: under the contract on providing tourism services, one party (the tour operator, directly or through an agent) shall provide the other party (tourist) the tourism service of complex nature by providing the specific services included in its composition, independently and (or) with the involvement of third parties, and the other party (tourist) is obliged to pay for it a specified amount of money [27, p.18].

Therefore, for the final determination of the content and the formulation the doctrinal concept of a contract for tourist services, we should consider the following elements:

1) travel service – any special service directed to the satisfaction of requirements of visitors;

2) several travel services connected by operator is a complex of tourism services, which are defined as a package tour with the purpose of regulation;

3) range of travel services (package tour) can contain all the types of services provided in the implementation of tourism activities.

The above gives the reason to propose the following definition: a complex of tourism services (package tour) is a service organization of the travel, which contents consist of binding together separate services for transportation and accommodation, together with other additional services.

The issue of the definition of essential conditions of such contract and its title in the legislation should be viewed through the prism of contract for the provision of services and, therefore, this contract will correspond to the title "the contract on provision of tourism services". This title more accurately reflects the essence of relations which this contract should regulate.

## References

1. Diadechko L. P. The economy of the travel business. Textbook / L. P. Diadechko. – K.: Center of educational literature, 2007. – 224 p.
2. Bazhal I. Tourism in the law / Irina Bazhal // Mirror of the week. – December 20, 2002 - No. 49 (424) [Electronic resource]. – URL: [https://dt.ua/SOCIETY/turizm\\_u\\_zakoni.html](https://dt.ua/SOCIETY/turizm_u_zakoni.html)
3. The Agreement Association between Ukraine, on the one hand, and the European Union, the European atomic energy community and their member States, on the other hand. URL: [http://zakon.rada.gov.ua/laws/show/984\\_011](http://zakon.rada.gov.ua/laws/show/984_011)
4. Braginsky M. I. Contract law. Book 1: General provisions / M. I. Braginsky, V. V. Vitryansky. – Moscow: Statut, 1997. – 682 p.
5. Council Directive 90/314/EEC of 13 June 1990 on integrated tourism, leisure and package tours [Electronic resource]. – URL: <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:31990L0314&qid=1458458747141>
6. Directive (EU) 2015/2302 of the European Parliament and EU Council dated November 25, 2015 about package tours and related travel services, and 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 [Electronic resource]. – Mode of access: <http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1504626811216&uri=CELEX:32015L2302> .
7. Tūrisma likums. Pieņemts: 17.09.1998. Stājas spēkā: 01.01.1999, Attēlotā redakcija 01.01.2018 [Elektronний ресурс]. – URL: <https://likumi.lv/ta/id/50026-turisma-likums>. Tourism Law. Adopted: 17.09.1998. In effect from: 01.01.1999, as amended of 01.01.2018 [Electronic resource].
8. Ustawa z dnia 29 sierpnia 1997 r. o usługach turystycznych [Electronic resource]. – URL: <http://isap.sejm.gov.pl/DetailsServlet?id=WDU19971330884>.
9. Turystyka a prawo – Aktualne problemy legislacyjne i konstrukcyjne, red. P.Cybula i J.Raciborski, Sucha Beskidzka-Kraków. – 2008. – st. 71-72. [Electronic resource]. – URL: <http://wtir.awf.krakow.pl/index.php/katedra-polityki-turystycznej/zaklad-prawa?id=387>
10. Patērētāju tiesību aizsardzības likums. 18. 03. 1999. Stājas spēkā: 15.04.1999 Attēlotā redakcija 01.01.2017 [Elektronний ресурс]. – URL: <https://likumi.lv/ta/id/23309-pateretaju-tiesibu-aizsardzibas-likums>. Consumer rights protection law adopted 18. 03. 1999. In effect from 15.04.1999, as amended of 01.01.2017. [Electronic resource].
11. Directive No. 2005/29/EC of the European Parliament and of the Council of the EU on unfair



- commercial practices towards consumers in the internal market (Directive on unfair commercial practices) [Electronic resource]. – URL: [http://zakon4.rada.gov.ua/laws/show/994\\_b43](http://zakon4.rada.gov.ua/laws/show/994_b43).
12. Directive 97/7/EC of the European Parliament and of the Council "On the protection of consumers in distance contracts" dated May 20, 1997 [Electronic resource]. – URL: [http://zakon4.rada.gov.ua/laws/show/994\\_245](http://zakon4.rada.gov.ua/laws/show/994_245).
  13. Directive No. 2002/65/EC of the European Parliament and of the Council on the distance marketing of consumer financial services and amending Council Directive No. 90/619/EEC and Directive 97/7/EC and 98/27/EC [Electronic resource]. – URL: [http://zakon4.rada.gov.ua/laws/show/994\\_b31](http://zakon4.rada.gov.ua/laws/show/994_b31).
  14. Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts [Electronic resource]. – URL: <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:31993L0013:en:HTML>.
  15. The law of Ukraine "Concerning tourism" of 15.09.1995 No. 324/95-BP URL: <http://zakon0.rada.gov.ua/laws/show/324/95-bp>
  16. The resolution of the Supreme economic court of Ukraine of 31.05.2011 [Electronic resource] : the Unified state register of court decisions. – URL: <http://reyestr.court.gov.ua/Review/16461418>
  17. The regulation on the hotel voucher: Appendix No. 1 to the resolution of the Collegium of the state Committee of Ukraine of February 23, 1994 No. 7 [Electronic resource]. – Mode of access: Inform.-leg. system LEAGUE:the LAW.
  18. The order of the State tourism administration of Ukraine dated 06.06.2005 No. 50 [Electronic resource]. – URL: <http://zakon5.rada.gov.ua/laws/show/z0765-05>
  19. Civil Code of Ukraine of 16.01.2003 No. 435-IV. URL: <http://zakon2.rada.gov.ua/laws/show/435-15>
  20. The resolution of the Kyiv economic court of appeal dated February 29, 2012 case No. 18/272 [Electronic resource]: the Unified state register of court decisions. – URL: <http://reyestr.court.gov.ua/Review/21782436>
  21. Resolution of Sevastopol economic court of appeal dated 04.08.2010 [Electronic resource] : the Unified state register of court decisions. – Mode of access: <http://reyestr.court.gov.ua/Review/11938153>.
  22. A letter to the Supreme Court of Ukraine of 01.02.2014 "The findings of the Supreme Court of Ukraine set out in the ordinances on the results of consideration of applications for judicial review of the decision with grounds set in paragraph 1 of part 1 of article 355 of the Civil procedural code of Ukraine, for the second half of 2013." [20]. – Mode of access: Inform.-leg. system LEAGUE:the LAW
  23. Gostiuk V. I. Contractual regulation of relations in the field of rendering of tourism services. I. Gostiuk // Journal of Kyiv University of law. – 2014. – No. 1. – P. 163-168.
  24. Kyfiak V. F. The organization of tourism activities in Ukraine. F. Kyfiak. – Chernivtsi: Books-XXI, 2003. – 300 p.
  25. Korostashivets Yu. Essential conditions of the contract for travel services according to the legislation of Ukraine / Yu. Korostashivets // Entrepreneurship, economy and law. – 2010. – No. 8. – P. 96-99.
  26. Scientific and practical commentary to the Law of Ukraine "On tourism" / A. T. Matvienko, I. V., Priyanchuk, M. A. Lesik, V. V. Andreytsev. – Kyiv, 2006. – 212 p.
  27. Gudyma M. M. The subject of the contract on rendering of tourism services under the laws of Ukraine : autoabstract dis... PhD in Law / M. M. Gudyma. – Kyiv, 2013. – 20 p.
  28. Directive (EU) 2015/2302 of the European Parliament and EU Council from November 25, 2015. about package tours and related travel services, and 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 [Electronic resource]. – Mode of access: <http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1504626811216&uri=CELEX:32015L2302>.
  29. The law of Ukraine "On protection of consumer rights" from 12.05.1991 No. 1023-XII. URL: <http://zakon2.rada.gov.ua/laws/show/1023-12>
  30. About tourism [Electronic resource]: Draft Law of Ukraine dated 24.02.2014, No. 4224. – URL: [http://w1.c1.rada.gov.ua/pls/zweb2/webproc4\\_1?pf3511=49894](http://w1.c1.rada.gov.ua/pls/zweb2/webproc4_1?pf3511=49894)