

LAW No. 04/L-176 ON TOURISM

Assembly of Republic of Kosovo,

Based on Article 65 (1) of the Constitution of the Republic of Kosovo;

Approves

LAW ON TOURISM

**Article 1
Purpose**

With this Law there shall be determined the legal basis and institutional framework, principles and rules for tourism development and promotion, the establishment and development of tourist services standards.

**Article 2
Scope**

This Law shall regulate relationship between public institutions and private entities, natural and legal persons, local or foreign, that practice tourism activity, shall define the rights and obligations of participating entities in the field of tourism in accordance with the standards set forth in the legislation into force.

**Article 3
Definitions**

1. Terms used in this Law shall have the following meaning:

- 1.1. **Ministry** – the respective Ministry of Tourism;
- 1.2. **Minister** –the Minister of the respective Ministry of Tourism;
- 1.3. **Touristic activity** – any activity or service offered by authorized entities in the field of tourism and hotels;
- 1.4. **Touristic services** –the services offered to tourists by touristic entities;
- 1.5. **Accommodation Assessment System** –the accommodation quality assessment system;
- 1.6. **Catalog** –the list of businesses registered in the appropriate organizational unit for Tourism;
- 1.7. **Graphic identification** – unique symbols, indication of registration in the appropriate organizational unit for Tourism;
- 1.8. **International standard** – the standard which has been adopted by the International Organization for Standardization and is available for public use;

- 1.9. **Touristic entity** – natural or legal person engaged in touristic activities;
- 1.10. **Organizing touristic agency** - a touristic agency that organizes the touristic package arrangement and travel packages either directly or through its intermediates/agents;
- 1.11. **Intermediating touristic agency** - a touristic agency which sells or purchases package arrangements drafted by the organizer of the tour or which offers other intermediary services as provided for under this Law;
- 1.12. **Accommodating unit** - hotel entities that offer sleeping and accommodation services;
- 1.13. **Non-accommodating unit** - hotel entities offering food and beverage services but no accommodation;
- 1.14. **Owner of accommodation units** – a natural or legal person that owns, is an authorized owner or leaseholder of an accommodating unit;
- 1.15. **Restaurant** - a building which offers food supplying services with main objective to sell food, beverage for consumption outside or inside of its premises, of table or bar service;
- 1.16. **Hotel** - a building with no less than six (6) rooms available for accommodation including food and sleeping;
- 1.17. **Motel** - a building designed mainly for resting and stopping of motorized persons, supplying with food, beverages and other services. Buildings are built outside of inhabitable areas, near automobile roads and besides accommodation offer these additional services;
- 1.18. **Hostels** – offer accommodation of low budget, where the guests may rent a bed, share the bathroom, living room and kitchen;
- 1.19. **Touristic village** – a structure organized in the form of a village, concentrated on touristic resources, classified in compliance with the approved standards for the development of tourism, and which enjoys the certain privileges according to the provisions of this Law;
- 1.20. **Camps** – open places where the settlement shall be done in tents, camp-cabins as well as camping trailers;
- 1.21. **Board** – service in a hotel facility which includes service of food and beverage;
- 1.22. **Touristic complex** – a complex of buildings grouped as apartments, villas, studios, small two-story buildings, that offers accommodation and assistance services to clients;
- 1.23. **Tourism** - the activities of persons travelling and staying to places outside of their usual environment, not longer than one (1) consecutive year, for entertainment purposes, work or other reasons that are not connected to practicing any activity;
- 1.24. **Tourist** – visitors whose travelling includes an overnight stay.

Article 4 Principles

Principles of this Law are the economic efficiency, investment in tourism field, voluntary registration, preservation of cultural heritage, environmental protection and consumer protection.

Article 5 Obligations and responsibilities of the respective organizational unit for tourism

1. The respective organizational unit for tourism shall be within the Ministry and shall be responsible for tourism.
2. The duties, responsibilities, organization and operation of the respective organizational unit for tourism shall be regulated by a sub-legal act on organization and the internal structuring of the Ministry.

Article 6

Voluntary registration in the respective organizational unit for Tourism

1. All natural and legal persons that deal with the practicing of the activity in the field of tourism can voluntarily be registered in the respective organizational unit for Tourism.
2. The respective organizational unit for tourism shall publish the requirements for registration.
3. Registration documents and their delivery may be done in electronic form.
4. A proof of membership shall be provided by the respective organizational unit for tourism.
5. Applicant shall comply with the code of ethics drafted by the Tourism Council of Kosovo before taking their registration proof.
6. In case of refusal of registration, the applicant shall be notified with a written reasoning for refusal of the registration.
7. The respective organizational unit for tourism and the Tourism Council of Kosovo will have a graphic identification or logo which the registrants will be authorized to use after registration.
8. The registrants may use this logo on all their materials in order to promote touristic activities.
9. The respective organizational unit for tourism will maintain the list of registrants outlining their name, address, and services offered.
10. The respective organizational unit for tourism will publish this list in its website

Article 7

Revocation of registration

1. The registration may be removed in these cases:
 - 1.1. violations of the code of ethics;
 - 1.2. misuse of the logo or graphic identification of the Ministry and the Tourism Council of Kosovo;
 - 1.3. cease of business.
2. The Ministry shall issue a sub-legal act that regulates the procedure for revocation of registration.

Article 8

Creation of categorization system

1. Ministry in cooperation with the Tourism Council of Kosovo shall develop the voluntary system for categorization of accommodations based on standards, in accordance with an international assessment system that is available to registrants.
2. Ministry shall issue sub-legal act that regulates the development of the accommodation assessment system.

Article 9
Registry of the categorizations

1. The Ministry shall maintain a registry of the categories defined by the nature of the accommodation and assessment.
2. Ministry by sub-legal act shall define the conditions for contain of the registry of categorizations.

Article 10
Catalogue of the categorizations

1. Respective organizational unit for tourism will keep a catalogue of the estimated accommodations, which is subdivided according to the nature of the accommodation and assessment. Within subdivisions, accommodations will be organized alphabetically.
2. Ministry by sub-legal act shall define the conditions for contain of the catalogue of accommodations.

Article 11
The use of categorization

1. The categorized registrants may use their categorization in all documents and promotional materials.
2. Registrants who are abusing their categorization are legally liable and may lose their registration.
3. The registrant may make public the criteria which are based on their assessment and factors that have entered into their assessment.

Article 12
Categorization System Protection

1. Categorization system will be available only to those registrants in the Ministry.
2. Registrants who lose their registration will have fifteen (15) days to remove their certain assessment from their materials, advertising and business premises.
3. Unauthorized users of categorization system are legally liable according to the legislation into force.

Article 13
Performance of touristic activity

All business entities that provide touristic services should meet their obligations to customers in accordance with the provisions of this Law and legislation into force.

Article 14
Tourist packages

1. Tourist packages is the pre-arranged combination that shall be sold or offered for sale covers a period of more than twenty-four (24) hours or includes overnight accommodation.
2. Tourist packages consist of not less than two of the following services:

2.1. transport;

2.2. accommodation;

2.3. other touristic services independent to transport and accommodation and that contain a substantial portion of the package that will be included in this combination.

3. When the organizer offers for sale a touristic package, it (the package) shall be provided to the buyer / consumer as compiled in advertising materials and also it must comply with all terms of travel program provided for by this Law.

4. Any explanatory issue concerning the tourist package offered by the organizer or intermediary should not contain inaccurate and misleading information regarding the price or other terms relating to the contract.

Article 15 Tourist package travel program

1. Advertising material which is offered to the consumer, in physical or electronic form describing the travel program for the tourist package should show in a legible, comprehensible and accurate manner the price and adequate information concerning:

1.1. name and address of the tourist - organizing agency;

1.2. place, date and time of departure and return of the travelling;

1.3. destination, period of stay, other details if the travelling is divided into parts, travel mode, features and categories of the type of transportation used;

1.4. type of accommodation, location, category or grade of comfort and its main features and its tourism classification;

1.5. meals;

1.6. itinerary;

1.7. general information on passport and visa requirements and health formalities required for travelling and stay;

1.8. monetary amount or percentage of the price to be paid on the account, and the timetable for payment of the balance;

1.9. if the minimum number of persons is required for the organization of the package, and if so, to inform and be emphasized the last day to inform the consumer in case of cancellation;

1.10. the data contained in advertising materials are binding for the organizer or intermediary, unless;

1.10.1. modifications of such features have been communicated clearly to the consumer prior to signing of the contract, in which case they will be expressed specifically in the advertising material;

1.10.2. modifications occurred later after reaching the agreement between the contracting parties.

Article 16 Other terms of the tourist package

1. The organizer or intermediary should provide to the consumer, in writing or any other appropriate form, before the contract is concluded, general information on passport and visa applicable requirements, in particular for the period of obtaining them, as well as information on the health formalities required for the traveling and stay.

2. The organizer or intermediary should provide to the consumer, in writing or any other appropriate form, the following information at a suitable time before the start of travel:

2.1. for time and place of intermediate stops and transport links, as well as details of the location which is foreseen for the passenger during the travelling;

2.2. name, address and telephone number of the organizer or intermediary, or the representative, or in their absence, local agencies where, in case of any difficulty, a consumer may call for assistance;

2.3. in the absence of these representatives, the consumer must be equipped with an emergency telephone number or any other information that will enable him to contact the organizer or intermediary, if necessary;

2.4. during the travelling or stay abroad for the minors, it should be notified and enabled direct contact between the parent or custodian with the child or the person in charge at the place of stay of the child;

2.5. information on the insurance policy to cover the cost of travel cancellation by the consumer or the cost of assistance, including repatriation, in the case of an accident or illness.

Article 17

Travel contract of the tourist package

1. Without prejudice to the relevant Law on obligations, travel contract of the tourist package should contain at least the elements listed below:

1.1. travel destination, period of stay and travelling dates;

1.2. means, features and categories of transport to be used, dates, time and points of departure and return;

1.3. when the package includes accommodation, location of accommodation, including tourist category, other key features and the plan of meals;

1.4. if the number of seats for one package is limited to a minimum number of persons, it is required and the consumer should be informed about the deadline, in case of cancellation;

1.5. itinerary;

1.6. if there are visits, excursion or other services are included in the total price, the consumer must be notified;

1.7. name and address of the organizer / intermediary and when necessary, also the insurance providers;

1.8. the package price, a notification on the possibility of price revision and notification for each obligation, tax or fees on certain services (landing, entry or exit from ports, tourist tax) the cost of which is included in the package;

1.9. payment schedule and method of payment;

1.10. special requirements which the consumer has communicated to the organizer /

intermediary when the reservation was made and the parties involved were agreed;

1.11. the period within which the consumer should make any complaint regarding the failure on implementation or any improper performance of the contract;

1.12. all terms of the contract should be in writing or in any other form that is understandable and accessible to the consumer and it should be communicated to the consumer before the conclusion of the contract. The consumer must be provided with a copy of these terms;

1.13. these terms do not exclude the cases of last minute reservations or contracts.

2. In case when the consumer encounters obstacles in proceeding with the package, he may transfer his reservation, after providing the organizer or the intermediary in advance a reasonable notice of his intention before departure, to a person who meets all applicable package terms.

3. The transferer of the package and the recipient of the transfer will be jointly and individually liable to the organizer or intermediary in the contract for the payment of the balance and any additional costs arising from such a transfer.

4. Prices specified in the contract will not be subject to revision, except where the contract expressly provides the possibility of revision and states precisely how the revised price shall be calculated. Variations are allowed only in cases regarding with:

4.1. transportation costs, including the cost of fuel;

4.2. obligations, taxes or fees charged for certain services, such as landing taxes and embarkation and disembarkation fees at ports and airports;

4.3. exchange rates applied in the particular package.

5. During the twenty (20) days before the date set for departure, the price specified in the contract should not be raised.

6. If the organizer finds before the departure that he is forced to modify significantly any of the essential terms, such as price, he shall notify as soon as possible the consumer in order to enable him to take appropriate decisions and especially:

6.1. to withdraw from the contract without penalty; or

6.2. to accept a conclusion of the contract specifying the modifications and their impact on price.

7. The consumer should inform the organizer or intermediary for his decision as soon as possible.

8. If the consumer withdraws from the contract, or if, for any reason, other than the fault of the consumer, the organizer cancels the package prior to the accorded date of departure, the consumer has the right to:

8.1. make replacement of the package with package of equivalent or higher quality when the organizer / intermediary is able to offer him such a substitute. If the replaced package offered is of lower quality, the organizer shall refund the difference in price or customer; or

8.2. be compensated as soon as possible to all amounts paid under the contract. In such a case, he is entitled, if appropriate, to be compensated by either the organizer or intermediary for non-performance of the contract, except where:

8.2.1. cancellation occurs because the number of persons registered for the package is less than the minimum number required and the consumer has been informed for the cancellation, in writing, within the period stipulated in the package description, or;

8.2.2. cancellation occurs due to a majeure force, namely unusual and unforeseeable circumstances beyond the control of the party from which it was received, the consequences of which may not have been avoided even if all due care would have been exercised.

9. If, after the departure (beginning of package implementation), a substantial proportion of contracted services is not provided or the organizer understands that he will not be able to purchase a substantial portion of the services to be provided, the organizer is obliged to take appropriate alternative measures, without any additional cost to the consumer for the rest of the package, and when it is necessary to compensate the consumer for the difference between the services offered and those implemented.

10. If it is impossible to make such an agreement or this is unacceptable to the consumer for a sustainable reasons, the organizer shall, when circumstances so require, provide the consumer, without any additional cost, equivalent transportation, to the country of departure, or another turning point for which the consumer has agreed and when circumstances require so to compensate the consumer.

Article 18

Other obligations toward the consumer on the tourist package

1. It is necessary to take necessary steps to ensure that the organizer or intermediary as a contracting party has an obligation toward the consumer to provide fair service towards the obligations prescribed in the contract, no matter that these obligations provided by the organizer or intermediary, or any third party who provides the service, without prejudice to the right of the organizer or intermediary to report the third party as service provider.

2. In relation to the damage resulting to the consumer from the failure to perform or improper implementation of the contract, necessary measures must be undertaken to ensure that the organizer or intermediary are liable, except in cases where the failure to perform obligations or improper work occurs not as a result of their work or the work of the third party contracted to provide the services, such as:

2.1. failures that occur during the execution of the contract are attributable to the consumer;

2.2. failures are attributable to a third party not connected with the provision of contracted services, and are unforeseeable or unavoidable;

2.3. such failures are due to a case of majeure force, or for an event for which the organizer, intermediary or service provider, with all the care shown could not predict or prevent.

3. In the cases referred to in sub-paragraphs 2.2 and 2.3 of paragraph 2 of this Article, the organizer or intermediary, as a party to a contract is obliged to provide immediate assistance to the consumer in difficult circumstances.

4. In the case of damages arising from the failure to perform obligations or improper provision of service/s included in the package, the compensation may be limited in accordance with international conventions governing similar types of services. In case of damages caused, which are not related to the personal physical injury, as a result of failure to perform the obligation or in the case of improper provision of service/s included in the package, the limited compensation under the terms of the contract would not be unreasonable.

5. There may not be a waiver of the contractor's obligation, by any contractual clause, from the provisions of paragraphs 1 and 2 of this Article.

6. Consumer must immediately communicate the service provide any failure regarding the compliance of a contract which he perceives. Failure must also be communicated to the organizer or intermediary in writing or in any other appropriate form.

7. This obligation should be stated clearly and explicitly in the contract.

Article 19 Disagreements with clients

1. In case of any disagreement with the client, the touristic operator or travel agent should try every attempt in order to achieve a solution with a quick agreement with the client.

2. Every touristic operator shall be obliged to enable the consumer to submit an appeal in writing directly, through post, fax or electronic post.

Article 20 Tourism Council of Kosovo

1. Government of the Republic of Kosovo upon the proposal of the Ministry appoints the Tourism Council of Kosovo.

2. Duties and responsibilities of the Council are:

2.1. proposes policies and plans for tourism development and its promotion;

2.2. advising and making recommendations to the Ministry;

2.3. development of standards and the Code of Ethics for registered entities.

3. The Council shall consist of:

3.1. one (1) representative from the Ministry;

3.2. three (3) representatives from the Government;

3.3. three (3) representatives from the associations of tourism, municipalities and independent experts;

4. The chairman and members of the Council upon the proposal of the Minister shall be appointed by the Government for a period of three (3) years.

5. Minister of the respective Ministry of Tourism upon the proposal of the Council proposes to the Government supplementing or replacing the chairman or any new member within the mandate.

6. The work of the Council shall be public and the Council reports to the respective Minister of Tourism.

7. Council through the Minister shall submit an annual report to the Government of Kosovo.

8. Administrative and technical work of the Council shall be performed by the Ministry.

9. Council operates under the rules of procedure which shall be drafted by the Council.

Article 21 Transitional and final provisions

1. Ministry for the implementation of this Law shall issue sub-legal acts within twelve (12) months from the date of entry into force of this Law.

2. The inspective supervision of the Law shall be performed by the market inspectorate as an independent body of state administration which acts within the respective Ministry of Tourism.

Article 22
Repealing provisions

Upon the entry into force of this Law, there shall be repealed the Law No. 03/L-168 on Tourism and Touristic Services.

Article 23
Entry into force

This Law shall enter into force fifteen (15) days after its publication in the Official Gazette of the Republic of Kosovo.

Law No. 04/L-176
11 April 2013

Promulgated by Decree No.DL-020-2013, dated 29.04.2013, President of the Republic of Kosovo Atifete Jahjaga.