



**Judgment of the Court (Tenth Chamber) of 23 October 2025 (request for a preliminary ruling from the Sąd Rejonowy w Rzeszowie – Poland) – B.F. (1), B.F. (2) v Z. sp. z o.o.**

(Case C-469/24, <sup>(1)</sup> Tuleka <sup>(2)</sup>)

*(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)*

(C/2025/6484)

Language of the case: Polish

**Referring court**

Sąd Rejonowy w Rzeszowie

**Parties to the main proceedings**

Applicants: B.F. (1), B.F. (2)

Defendant: Z. sp. z o.o.

**Operative part of the judgment**

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.

<sup>(1)</sup> OJ C, C/2024/6074.

<sup>(2)</sup> 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

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.
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