

Civil liability of the Tourism and Travel Agency arising from the breach of its obligations to the tourist in the tour contract. "Study in Bahraini and Jordanian law"

Dr. Abdulkareem Salem Ali Alawan

*Assistant Professor of Civil Law
Faculty of Law - Applied Science University
Kingdom of Bahrain*

Summary:

The civil liability of the Tourism and Travel Agency is dual and, as a result of the breach of the Agency's obligations vis-à-vis the tourist, is equally legal or contractual, since it asks for its own fault for all damage caused to the tourist on all-round tours and for the misalignment of such trips, on the one hand, and, on the other hand, contractual liability for the action of other service providers engaged in the implementation of the organized trip programme.

Keywords: Tourism and Travel Agency, Tourist, Tour Contract, Personal Fault Liability, Contractual Liability for Third Party Action.

Introduction:

Tourism is now an economic activity that has a significant impact on the national economy. It is an important resource for the State in the provision of hard currency, which contributes significantly to the promotion and recovery of the economy. It has become the third source of income worldwide, as well as the importance of tourism in social, cultural and media terms and as a tool for the identification of peoples and the promotion of love and peace.

Tourism and travel agencies are one of the main pillars of tourism activity and operate through the conclusion of tour contracts with its beneficiaries, namely tourists. It is important that there be legal regulation of the contract between travel and tourism companies and their customers, given the importance of such a contract, defining its concept is of particular importance, not only in terms of the importance of the process when the Agency organizes the tourist journey without causing any damage to the tourist, but also in terms of legal problems arising from the obligations of its parties to each other. The Agency has a range of obligations, it is its obligation to ensure the safety of the tourist from all damage, as well as its dissatisfaction

with the implementation of the tourist journey programme or its flawed implementation. How responsible is the Tourism and Travel Agency for its personal and nodal mistakes for the actions of others vis - à-vis its clients?

Importance of the study:

Despite the great importance of the tourism phenomenon and the travel contract in all aspects of life - particularly the economic area - there is no legal regulation of the tour contract in Jordanian and Bahraini laws. Jordanian Tourism Act No. 20 of 1988 and Bahraini Tourism Regulation Act No. 15 of 1986 contain no provisions relating to the tour contract. Article 12 of the Jordanian Tourism and Travel Offices and Companies Regulations, No. 114 of 2016. Some of the obligations that the Tourism and Travel Agency has to make to the contracted tourist. However, it did not include the organization of the tourist trip contract, either Ministerial Decree No. 36 of 2019, issued by the Bahraini Minister of Tourism, regulating the activities of tourism and travel offices and companies the conditions and procedures for licensing tourism and travel offices in the

Kingdom of Bahrain have only been established without prejudice to the obligations and liability of the Tourism and Travel Company to the tourist.

In view of the non-regulation of the tour contract by the legislation of Jordan and Bahrain, it is important to study the contract, in particular the civil liability incurred by the Tourism and Travel Agency in the event of a breach of its contract obligations with respect to the tourist, and to indicate the lack of legislation.

The problem of the study:

The problem of the study relates to the adequacy of the rules contained in the Jordanian Civil Code, the Bahraini Civil Code, the Jordanian Trade Code and the Bahraini Trade Code to deal with the provisions of the civil liability of the Tourism and Travel Agency arising out of its breach of its obligations to the tourist, the need to legislate a law dealing with the provisions of the tour contract, and the statement of the obligations of its parties and the liability arising from the breach of these obligations.

Study methodology:

The researcher has relied on a descriptive analytical approach to the texts of the legislation on the civil liability of a tourism and travel company in Bahrain and Jordan, as compared when needed with the legislation of some other countries, to arrive at conclusions and recommendations to address the shortcomings and imbalances in such legislation.

Division of study:

We will examine the scope of the civil responsibility of the Tourism and Travel Agency, based on its many tasks in the conduct of tourist tours and the different services it undertakes to provide to tourists. She asks herself about the obligations arising from the tour contract, it asks for contractual liability for the actions of others when they commit themselves to implementing what they have committed themselves to in the Decade. Accordingly, we divide this study into two researchers:

First Search: Civil Responsibility of the Travel and Tourism Agency for its personal error.

Second Search: The contract liability of the Tourism and Travel Agency for the actions of others.

First Search: Civil Responsibility of the Travel and Tourism Agency for its personal error.

The Travel and Tourism Agency has a number of obligations in the terms of the contract with the tourist, including the provision of transport and accommodation services in tourist establishments and the appointment of tour guides, and when it fails to implement its emerging obligations the tourism contract is responsible for its personal error, which consists of physical and financial damage to the tourist in addition to the loss and loss of his luggage, and the damage caused by the provision of poor tourist services, as she asks for the cancellation or modification of the trip. Or poor organized, that's the responsibility for personal error. The responsibility of the Travel and Tourism Agency for its personal error means that it violates the contractual obligations resulting from the contract that binds it with the tourist, resulting in physical or material damage to the tourist on all-inclusive tourist trips (the first requirement), in addition to the dissatisfaction of the customer tourist with the poor organization of the tourist trip (second requirement), and we will look at these pictures in these requirements as follows:

Requirement 1: The responsibility of the Travel and Tourism Agency to organize all-inclusive trips.

When the Tourism and Travel Agency organizes a comprehensive group trip, this type of trip is intended to prepare, organize, advertise and present the tour agency to the public for participation, in this case its responsibility to the tourists benefiting from it is a legal responsibility by force of law, and the area of this assumed responsibility is limited to the agency's relationship with its customers and in order for this the tourist during his tourist trip may be damaged, and the damage caused by multiple images, including physical damage of death or injury, may be caused by the tourist during his tourist trip. Physical (section 1), and

the serious damage of financial loss to his luggage and bags (branch II), and we will look at these pictures as follows:

First branch: Liability of the Tourism and Travel Agency for physical damage to the tourist:

The Physical damage to the tourist is usually related to the means of transport used, so the Travel and Tourism Agency is responsible for violating the safety of the tourist as a carrier or contractor, and the tourism and travel agency is responsible for the physical damage as a contractor due to the miss selection or non-control of the vehicle, and therefore the provisions of liability apply to the agency in the event of physical injury to the tourist while transporting, whether owned or rented by the agency or rented to it, and in return must supervise. Control, thus being responsible for compensating the damage to the tourist or his heirs, may in this case not hold her responsible for the error attributed to her, except that the incident was found to have occurred as a result of a foreign reason in which she had no hand.

Physical damage is intended to damage the person's body by causing injuries or damage to an organ that would compromise his earning capacity or life, which is the most serious harm¹ to the person in his body, causing material damage to the amounts spent for treatment and the gain he misses to disrupt him from work and moral damage to the pain felt by the injured person due to injury or injury, and in fact the tourist's exposure to physical damage is likely to occur more in All-inclusive flights organized by the travel agencies for a certain period of time, allowing for the possibility of accidents during transportation, accommodation or touring².

The tourist may be harmed during the hotel stay, in which case the agency is asked only if it is found to have mistaken the tourist's hotel³. Physical damage may also be inflicted on the tourist during his stay at the hotel, a combination of several decades resulting in successive obligations on the side of the hotel owner, where he is obliged to provide temporary shelter, food, service and the maintenance of the guest's luggage and maintain his safety⁴, in which case the agency is responsible for all damage caused to the tourist during his stay in the hotel facility, due to a breach of the obligation to ensure safety as an obligation to achieve a result, because

staying at the hotel is nothing more than One of the stages of the implementation of the tourism contract, which is considered an integral part (indivisible) and that the lesson is the role played by the tourism agency.

It is also in the interest of the injured tourist to refer to the Agency directly in accordance with the terms of the contract liability for her personal fault as a carrier or contractor on all-round trips. This is confirmed in article 12 (D)/1 (B) of Jordanian Tourism and Travel Offices and Companies Regulations No. 114 of 2016, which contain the rules governing the activity of the Tourism and Travel Agency, which require the Agency to be liable for any damage suffered by the customer or to the customer⁵.

It is the same course of the French legislator, which stipulates in article 23 of Law No. 92-645 on the regulation of travel and tourism agencies the responsibility of the Travel and Tourism Agency, whether it is responsible for its personal actions or for the actions of tourism service providers by the Agency by my hotel, carrier or tour guide⁶.

It is worth mentioning that compensation for bodily harm is transferred from the tourist to his successor and his heirs claiming as much compensation as each as his share in the inheritance, as long as the deceased tourist has not waived his right to compensation in his life or exonerated the agency from him, while the tourist's creditors have the right to claim compensation through indirect action, in accordance with article 230 of Bahrain's Civil Code and article 366 of the Jordanian Civil Code in the case in which In which the injured creditor is a deputy in the use of his civil rights, and the question of assessing compensation for the physical damage suffered by the tourist in the contract of the trip is due to the agreement of the parties and in the event that the amount of compensation is not agreed, the judge assesses the damage taking into account the circumstances of the incident to which the tourist was subjected in accordance with the text of article 360 of the Jordanian Civil Code and article 223 of the Bahraini Civil Code.

It should be noted that an injured tourist may claim compensation for moral damage, i.e. the psychological pain caused by the accident, and the right to claim it shall be transferred to his successor, unless determined by an agreement

between the injured and the official, or claimed by the injured person before the judiciary or if the amount of compensation is specified by the text of law⁷. Since compensation for moral damage, in particular, does not mean total erasing the damage, it allows the injured to be satisfied and comforted and brings moral satisfaction, so the judge often encounters the difficulty of assessing compensation for moral damage.

Second branch: Liability of the Tourism and Travel Agency for financial damage:

There is no doubt that the damage to the tourist during his tourist trip is not only physical damage to him, but also to the financial damage, which is mainly the loss, damage or theft of his luggage. To the Travel and Tourism Agency, and on typical baggage to the Travel and Tourism Agency, which we will address as follows:

First: Baggage assigned to the Travel and Tourism Agency: The tourist contract often takes the form of a comprehensive trip organized by the Travel and Tourism Agency and invites the public to participate in the itinerary, and of course the tourist entrusts the customer with his luggage to the Agency to take care of the task of transporting her to the hotel to be stayed and in return receives a commission, so the contract between them is a deposit contract and the client becomes deposited and the agency is deposited with it⁸, in which case the Agency is obliged as a depository to save the deposit and to make a deposit. The care of the usual person in accordance with the requirements of article 664 of the Bahraini Civil Code and Article 873 of the Jordanian Civil Code, However, the tourist agent is not an ordinary person in this case, but a professional with qualifications and experience that applies to the standards of the specialized professional, so he should keep the luggage of the tourist deposited with him from destruction, theft or damage, and it is clear to us that the nature of the tourist contract, as a consumption contract, results in the inability to apply the provisions of the normal deposit on the obligation of the Travel and Tourism Agency to save the luggage of the tourist entrusted to him. Otherwise, it will shift from an obligation to pay attention to an obligation to achieve a result, as long as the conduct of the tourist agent is measured by the professional standard keen to guard under his hand⁹, so his responsibility is

carried out without the need for the tourist to prove the error issued by him because he is obliged to achieve the result as a professional, and is equally guaranteed to keep the luggage deposited with him himself or to entrust it to the service providers of a carrier and hotel.

It also follows from the fact that the contract between the parties is regarded as a deposit contract that the agent is obliged not to use the deposit, primarily in the baggage of the tourist, without prior express or implied authorization, as stated in article 875 of the Jordanian Civil Code. "The depositor may not use the deposit or arrange on it a right of the third person without the depository's permission. If an act is damaged or undervalued, it is guaranteed." It is the same provision as article 663 of the Bahraini Civil Code, but it has the right to use the deposit if such use is necessary to preserve it from loss or damage. For example, a tourist's car is deposited with the Tourist and Travel Agency during his or her tourist journey, in which case the Agency has the right to use the vehicle from time to time after taking the tourist's permission in order to keep its engine intact.

Baggage not entrusted to the Tourism and Travel Agency: Baggage in this respect means the items held by the passenger during the carriage, and the passenger is normally allowed to keep them free of charge within a certain amount or weight normally declared by the carrier on the transport ticket, before the contract is performed and such personal effects are kept by the passenger and do not lose possession. Obviously, the responsibility of the tourism agency and the travel agency does not arise.

First imposition: Loss or damage of baggage during transport: Article 258/1 of the Bahrain Trade Act states that "the carrier shall not be asked about the loss or damage of baggage held by the passenger unless the passenger proves the fault of the carrier or its followers" - this provision is not equivalent to the Jordanian Trade Act - and states that the tourist's luggage is not included in the carrier's obligations and the liability resulting from its loss or damage is a default rather than a liability and the passenger must prove the error issued by the tourist. The carrier and the causal relationship between the error and the damage represented by damage or destruction, therefore there is no room to talk about the responsibility of the agency, but if the agency takes the status of carrier and is the

owner or tenant of the means of transport with its driver, its responsibility is to lose or damage the tourist's luggage or delay in handing it over to him, which was confirmed by article 237 of the Bahraini Trade Act in its text" asks the carrier from the time it receives the thing about its total or partial destruction or damage or delay in handing him over."

On this basis, it can be argued that when the Agency takes over the role of carrier by means of transport owned or leased as a public asset, it questions the liability of the carrier when the luggage delivered to it by the client tourist and released from its possession is lost or lost.

Second imposition: Luggage lost or damaged during hotel accommodation:

If the tourist himself deposits his luggage at the hotel where he has stayed or through the Travel and Tourism Agency, this is considered as a hotel deposit or the so-called emergency deposit, which is regulated by Bahraini Civil Law with special rules in articles 675 to 677 and Jordanian civil law in articles (890, 891), which confirmed the responsibility of hotel and hostel owners and those like them for items and luggage deposited by passengers and guests who disembark with them with the obligation Maintaining it, this responsibility is considered serious through the expansion of the legislator in the meaning of the hotel deposit compared to the regular deposit, and considers everything that the guest takes with him to the hotel deposited with the hotel even if it is not delivered to him,

he is also responsible for the theft or damage to the luggage of guests even by his followers or those who are visiting the hotel, he is obliged not only to take care of the average person in the preservation of luggage, but is an obligation to achieve a result, as in the case of the regular paid deposit but also to monitor his followers of servants and employees, as well as to monitor those who visit the hotel even if they are not following it, as long as it is not proven that the death or damage occurred due to the guest's fault. Or force majeure or defect in the deposited thing¹².

Article 891/1 of Bahrain's Civil Code requires the travelling tourist to notify the owner of the hotel or hostel of the theft, loss or damage before leaving, otherwise his right to seek compensation will be waived, which would facilitate the hotel owner's task of finding stolen

luggage, repairing damages to the person deposited as a result of damages, and the passenger's claim is statute of limitations three months from the day he leaves the hostel or hotel where he was staying.

In the Jordanian Civil Code, article 676 required the guest to notify the hotel's exploiter or the like of the theft of the object as soon as it was revealed, if it was slower to notify without reasonable reason, the hotel exploiter or the like would not be responsible if he proved that if he had been notified in a timely manner, he could avoid the damage, and the guest's case would not be heard before the hotel exploiter or the like had passed six months after the time he left the hotel¹³.

Aware of the above, when all these conditions are met, the tourist may file a compensation claim against the hotel owner or the travel agency directly, and in this regard the nature of the relationship between the tourist and the agency must be determined precisely in order to determine the defendant. This is the result of its failure to ensure the good execution of the contract by the hotelier in the face of the client in accordance with the requirements of good faith in the execution of contracts and is not responsible for the damage or theft of the tourist's luggage, unless it is established that the Agency has violated his instructions in selecting the appropriate hotel or hotel where he wants to stay¹⁴.

Second requirement: Responsibility of the Tourism and Travel Agency for the poor organization of the tourist trip.

In addition to the physical and financial damage to the tourist during the implementation of the tour contract, there is also an equally important issue that raises the responsibility of the Travel and Tourism Agency, especially in all-round trips, namely, the poor organization of the trip by the Agency, which is reflected in the flawed implementation of the tour contract either by cancelling the itinerary once and for all, or preparing it for the itinerary is bad or somewhat turbulent, such as prolonged stay in a hotel and shortened elsewhere without acceptable justification, Or tourists stay for many days staying in a hotel and do not go out on recreational picnics as agreed, and explains the tourist's dissatisfaction with the concept of poor flight organization, it may happen that the

agency cancels the entire tour program (section 1), or makes adjustments to the program of the trip announced to the public without cancelling the full comfort (section II), which we will address in the following two sections:

Section 1: Cancellation of the trip by the Travel and Tourism Agency:

The tour contract creates corresponding obligations in the hands of the tourist and the travel agency where they become creditors and owes to the other at the time of the conclusion of the contract, and this is included in the group of contracts binding on two sides, and the basic obligation of the agency mentioned is to carry out the agreed trip, so the cancellation of the trip on its part either because of its inability to organize the agreed trip or its inability to provide tourist services and meet the requests of the tourist to provide transportation, hotel accommodation and tourist guidance. The customer whose rights have been breached is authorized to file an annulment suit with compensation if he has the necessary, and the effect of avoidance requires the need to excuse the debtor, however, if all the conditions of avoidance are met, the judge may refuse to rule on it if the debtor does not meet it slightly for all obligations generated by contract¹⁵, this is confirmed by article 140 of Bahrain's Civil Code under the text.

"1- In binding contracts for two sides if one of the contractors does not fulfill his obligation when it is due and after its excuse, the other contractor may ask the judge to execute or terminate the contract, with compensation in both cases if it is necessary, unless the applicant for annulment fails in his role in fulfilling his obligations.

2- The judge may grant the debtor a time limit if the circumstances so require, and may refuse avoidance if, unless the debtor is satisfied, it is of little interest to its obligations as a whole. "This is the same provision as article 246 of the Jordanian Civil Code, which is applied in the implementation by the Tourism and Travel Agency of the entire tourist trip programme, but it is modified to implement a simple part, such as the cancellation of a visit to a city that was to be visited as part of a number of tourist monuments and cities. Most of the features were visited and could not be visited, either by making a theatrical offer or by shortening the number of days.

It is also permissible to agree to terminate the tour contract when a contractor violates his obligation without the need for a judicial decision, and when the dispute over this agreement is brought to justice, he must avoid avoidance and his judgment shall be revealing or unfounded, because the dissolution resulted from the contractors' agreement and not the judge's ruling and this requirement does not exempt the debtor's excuses¹⁶, which is confirmed by article 245 of the Jordanian Civil Code as "it may be agreed that the contract shall be considered broken. On its own without the need for a judicial decision when the obligations arising from it are not fulfilled, this requirement is not exempt from excuses unless the parties expressly agree to exempt it," which is the same provision as article 141 of Bahrain's Civil Code, but this provision does not materially affect the tourism contract, which is commercial for the Travel and Tourism Agency in its implementation of its obligations, and commercial custom has also been made to excuse the debtor with a regular letter or telegram without resorting to Official papers.

This is in addition to the fact that the contract has become legally effective because it cannot be executed because of an irredeemable alien, that is, the existence of a compelling reason for which obligations cannot be fulfilled. This occurs on trips to places where there is a security disturbance¹⁷, therefore, when the contract is blown up by the force of law, the tourist may not claim compensation for the damage caused by the missed flight and the Agency's obligation to forcefully expire without making any mistakes.

It may happen that the tourism agency shall announce by various means of the organization of a comprehensive group trip, if this declaration does not include the essential elements of the contract considered an invitation to contract, and therefore enters the negotiating phase before the positive, the agency is not obliged to do so, and may refuse to contract with those who respond to its invitation without incurring any liability due to refusal, unless its failure to contract is accompanied by a mistake, then it is obliged to compensate on the basis of default liability.

On the other hand, if the announcement of the tourist trip includes the essential data of the contract concerning the conduct of the tourism program, tickets and the duration of the trip as well as the conditions for its cancellation, this

was considered as a positive by the agency addressed to the public representing tourists and is a binding positive due to its combination of a specific period of admission¹⁸. However, this response is commenting on a requirement that this requirement should be expressed or tacit implied, which is the availability of a certain number of participants in the flight. If this number is not available, the Agency may return what it has announced with the refund of the amounts paid by the clients, without establishing its responsibility, as stated in the French decision issued on 14 Joton 1994, which considered that the lack of a minimum number of participants was one of the reasons for the exemption Agency of Streptococcal Responsibility¹⁹.

Section 2: Amendment to the travel programme by the Travel and Tourism Agency:

The Tourism and Travel Agency may modify some of the tour programmes by cancelling some tourist visits or shortening the duration of the trip, changing the pre-agreed hotel accommodation or replacing some tourist services with others²⁰. In this case, the role played by the Tourism and Travel Agency must be determined and is not excluded from one of the following cases:

1- If the role of the travel and tourism agency is limited to mere mediation between the client tourist and other tourism service providers, in this case it becomes an agent under the agency's contract, and the agent may at any time waive the agency of his own will until the completion of the work entrusted to him, and is waived by declaring to the client - the client tourist - ²¹so the tourist agency may not modify the tourism contract either by deleting or replacing the agreed programs and these rules. The general provision of the law that should be applied to the tourism contract since there is no special provision in the laws and regulations of tourism and travel in Bahrain and Jordan includes the definition of rules governing the activity of the Travel and Tourism Agency, which is devoid of any special rules regarding the acceleration of tourist journey by the Agency.

2- If the role of the Agency for Tourism and Travel is to organize a comprehensive trip involving the provision of tourist services, transport, visits and insurance, the Agency plays

the role of contractor, in which case the contract may not be amended or cancelled by its own will in accordance with the general rules of the Civil Code. Article 12 of the Jordanian Tourism and Travel Offices Regulations No. 114 of 2016 also stipulates that the Ministry of Tourism has the right to confiscate all or part of the bank bail provided by the Agency.

3- If the amendment was made before departure, the tourist must be informed in writing as soon as possible, which has the freedom to choose between accepting the proposed amendment by the Agency and cancelling the contract and recovering the amounts he has paid²², this right of the tourist imposed some reasonable balance between the right of the tourism agency to modify the flight program and inform the tourist of it, which expresses his dissatisfaction with the amendment imposed, he has the right to request the cancellation of the flight and the refund of the amount he paid with his right to seek compensation for damages caused by the cancellation of the flight, provided that the cancellation of the flight was not caused by an error issued by the same tourist²³.

4- If the organizing agency modifies the flight, one of its days or one of its programs after the flight actually takes place, the tourist after returning will request a refund of the value of the services that have not been implemented with the right to sue for material or moral damages caused by the amendment²⁴.

Search 2: Contract liability of the Agency for Tourism and Third-Party Travel

The responsibility of the Tourism and Travel Agency does not depend on its own mistakes, but on others involved in the implementation of the Tourism and Travel Contract because of the large number of services involved in the Contract, which makes it difficult for the Tourism Agency to implement all obligations on its own, particularly on all-round trips involving transport, accommodation, tour and so on.

The Tourism and Travel Agency has often undertaken some of its obligations to a carrier, hotel or tour guide to perform some of the tasks related to the implementation of the tourism contract. The Agency asks about their work not only on the basis of miss elections, but also on the basis of what is called contractual liability for third parties. (First requirement), and then we address the scope of responsibility of the

Tourism and Travel Agency for third parties, which is determined by the nature of the Agency's role, whether it acts as an intermediary or as an actual provider of tourism services (second requirement).

The first requirement: The contract responsibility of the Travel and Tourism Agency for the act of others:

The tourist agency is asked for any personal error in its implementation of its obligations generated by the contract in the face of the tourist and often interferes in the implementation of these obligations other persons to provide transportation, accommodation or tour guides, and of course these persons may make mistakes in the performance of the tasks assigned to them, leading to the responsibility of the agency for the act of others (section I), and its responsibility for the act of others entrusted with carrying out the contractual obligation on the overall tourist trip does not materialize Unless certain conditions are met (section II).

Section I: Definition of contract liability of the Agency for Tourism and Travel for the Act of Others:

The obligations of the Tourism and Tour Travel Agency are often interfered with by tourism service providers in the face of the Agency's inability to carry out these services on its own. They are entrusted to third parties, such as the carrier, hotel, tour guide, translator and others, and replace them in the performance of each or part of the tourist service²⁵. They may make mistakes in the performance of the tasks assigned to them, damaging the customer.

While other legislation, such as the Algerian legislator, has regulated the provisions of this responsibility in Law No. 99/06, which sets out the general rules governing the activity of the Travel and Tourism Agency, article 21 of which considered a legislative application of the principle of streptococcal liability for the act of others, stating that "the Travel and Tourism Agency shall be responsible for any harm to the customer resulting from the total or partial non-implementation of its obligations, as well as any other harm resulting from any service provider to which it resorts. The agency when completing the agreed services."

It should be noted that the responsibility of the Travel and Tourism Agency for the actions of third-party tourism service providers has not remained limited under national laws, but has thus taken on a regional dimension. In European legislation, the French Civil Code stipulates in article 1994 that the debtor's contract responsibility for the mistakes of the persons he uses in the implementation of his obligations arising from the contract in specific cases, the most important of which is the responsibility of the contractor before the employer for the work of the subcontractor, and the responsibility of the agent for the error of the persons he uses in the implementation of his obligations arising from the contract in specific cases, the most important of which is the responsibility of the contractor before the employer for the work of the subcontractor, and the responsibility of the agent for the error of the persons he uses in the implementation of his obligations arising from the contract in specific cases. In another development of French law, the decision of 14/06/1982 on the general conditions governing the links between travel and tourism agencies and customers was issued, including the provision that travel and tourism agencies were guarantors of the organization of the trip and the good implementation of the contract except for the state of force majeure, the sudden accident, or the error of non-"foreigners" committed to provide all services generated by the flight contract²⁶.

In addition to European Directive No. 90/314 of 13/06/1990 on travel, leave and travel, article 05/01 states: "Member States shall take the necessary steps to hold tourism and travel agencies accountable to the tourist for the proper implementation of the obligations arising out of the contract, whether they perform them personally or through other persons entrusted to them, without prejudice to the Agency's right of recourse²⁷." According to the text, it established a general rule for the responsibility of the Tourism and Travel Agency for the actions of the persons to whom it was entrusted to carry out all or part of its obligations arising out of the contract.

In accordance with the provisions of the European Directive, the French legislator passed Law No. 92/645 of 17/03/1992, which contains the conditions for activities related to the organization and sale of trips and residences,

enshrined in article 23 of its Article 05/01 regarding the responsibility of the Travel and Tourism Agency for the act of others, making it a responsibility by force of law in the face of the tourist for the good implementation of the agreed trip program, thus devoting the French legislator to the responsibility of the tourism agency for the actions of the tourism providers to whom it resorts to implement its commitment without The need to prove their error, but only the tourist is sufficient to prove that the obligation has not been implemented or implemented in a defective way²⁸.

Through the above-mentioned texts, we find that the establishment of the principle of responsibility of the Travel and Tourism Agency for the action of third-party tourism service providers is of great importance in the direct return of the injured tourist to the tourism agency, as well as the hardship of referring to service providers on the grounds of default liability or through indirect action brought by the tourist on behalf of the tourist agency, as well as the issue of conflicts of jurisdiction in which he may fall in the case of a foreign service provider, thus avoiding the agency closer to him than the tourist agency. Jurisdiction, in addition, avoids the problem of conflict of laws on international tourist journeys. Through the above-mentioned texts, we find that the establishment of the principle of responsibility of the Travel and Tourism Agency for the action of third-party tourism service providers is of great importance in the direct return of the injured tourist to the tourism agency, as well as the hardship of referring to service providers on the grounds of default liability or through indirect action brought by the tourist on behalf of the tourist agency, as well as the issue of conflicts of jurisdiction in which he may fall in the case of a foreign service provider, thus avoiding the agency closer to him than the tourist agency. Jurisdiction, in addition, avoids the problem of conflict of laws on international tourist journeys.

Section 2: Conditions for achieving the contract responsibility of the Travel and Tourism Agency for the act of third parties:

The contract responsibility of the Travel and Tourism Agency for the action of third-party service providers, who have been entrusted with implementing all or part of the obligations resulting from the tourism contract, which are only on all-inclusive flights, but this

responsibility will never be realized unless the following conditions are met:

First, the existence of a valid tourism and travel contract that meets all the terms and conditions, but if it is incorrect, the realization of liability does not arise from the contract but is a default liability, because it is a condition for the establishment of contract liability to link the tourist (creditor) and the Travel and Tourism Agency (debtor) with a valid contract.

Second: There should be no provision in the tourism contract that prevents the Travel and Tourism Agency from using others to implement its obligations, as the debtor has a contractual obligation if it is prevented from entering others to implement its obligations and violates this prohibition is responsible for a personal error and not for a mistake made by others²⁹, thus the relationship between the tourist and the agency is directly while the relationship between the tourist, hotel, tour guide or other service providers is indirect, the tourist may not claim them. By fulfilling their obligations, the agent organizing the trip as a contractor responsible for the sub-contractor's work towards the employer, if it can be said, however, that when the agency in question pledged to others, it shall carry out certain obligations arising from the trip, which concludes a requirement for the benefit of the third party, "the tourist", so that the latter may claim the contractor in accordance with the provisions of the requirement for the benefit of third parties³⁰.

Third: The commitment of the Travel and Tourism Agency to implement its obligations arising from the tourism contract to one or more persons not supervised, because the intervention of persons subject to and affiliated with the Travel and Tourism Agency makes it responsible for implementation and not others, but if persons intervene without being assigned to do so, the Travel and Tourism Agency becomes personally responsible³¹.

Fourth: Tourism service providers should harm the tourist while implementing or implementing the obligations assigned to them by the Travel and Tourism Agency.

Fifth: The tourist or his rights must prove, in the event of his death, the damage done to them by the Travel and Tourism Agency to carry out the tour programme, and this damage is intended to be physically as injured or even dead, or

materially as a steal, loss or damage to his luggage, and may be proved by all means of proof, in the event of financial damage, the tourist, for example, must prove his prior possession of lost or stolen items during the flight programme without having to prove his ownership. For these funds, in the case of physical damage, it is sufficient for the tourist or his rights to prove that the injury was sustained during the journey or stay³².

The Agency may dispose of this liability if it proves that the damage to the tourist is due to a foreign reason in which it has no hand, and the responsibility of the Travel and Tourism Agency for the act of other tourism service providers has been ruled in several cases, including one whose facts are that the Travel and Tourism Agency has entered into a contract to organize a comprehensive trip to Greece with a client, who lost her bags during the transfer, and therefore sued the Travel and Tourism Agency. The organization of the trip claimed compensation for the financial damages it suffered, and the French Court of Cassation confirmed the agency's responsibility for compensation based on the provisions of liability for the act of the persons to whom it had undertaken to implement its obligations in the organization of trip³³.

Second requirement: Scope of contract liability of the Agency for Tourism and Third-Party Travel

The question of the scope of the travel and tourism agency's liability for the act of others arises in the event that the tourist claims that he did not receive the type of service agreed with the Travel and Tourism Agency or did not generally receive the rights he had waited for from the trip, so may he file a damages claim against the Agency as responsible for the actions of the hotel owner, the carrier and the tour guide? May it argue that there is no contract bond between them and them?

The answer to these questions requires us to determine the nature of the role of the tourist agency as to whether it acts as a mediator in the provision of tourism services (section 1), or whether it is the initiative to organize the comprehensive tourist trip with its tourist services (section II). This will be addressed in the following two sections:

Section 1: The Travel and Tourism Agency acts as a mediator in the provision of tourism services:

The Travel and Tourism Agency is considered as an agent for the tourist, its actions are in his name and account, which makes it not responsible for the work of tourism service providers, but its role is limited to mediation between him and the carrier or the owner of the hotel, so she asks about her personal mistake in accordance with article 62 of the Bahraini Civil Code, which states that "if the deputy concludes within the limits of his mandate a contract in the name of the original, all the effects of this contract go directly to the original", which is the same provision of article 112 of the Jordanian Civil Law, they were met in 1994 by the French Civil Code.

In this regard, Dr. Abdul Razzaq Al-Sanhouri considers that "the Agency is one of the legislative applications of the principle of nodal responsibility for the act of others, and the reason for this is that the agent does not have permission to authorize others to carry out the agency, if he violates this requirement and everyone else is responsible for his personal mistake in both cases, or the client has authorized the agent and authorized him to appoint others, so he is responsible for a personal error of miss choice, i.e. the agent's mistake in both cases is a personal error. To the establishment of contract responsibility"³⁴, if the client - the tourist - authorizes the Travel and Tourism Agency to hire third-party tourism service providers and does not make any mistake in their choice, but then well-chosen then they do not take responsibility at all either for their personal mistake or for the mistake of others.

Therefore, if the relationship between the travel and tourism agency is described as an agency contract, the first is responsible only for its personal error in carrying out the agency's work only. If the tourist requests to book a reservation or hotel and leaves her free to choose and the tourist is injured during transport or accommodation, the travel and tourism agency is responsible, and if the tourist wants to refer to it, he must prove her mistake of misappropriating the carrier or hotel and prove it wrong. The error issued by these, while the matter is different if the tourist asks the tourist agency to book a certain mode of transport or a particular hotel and the agency implements its

instructions (i.e. the tourist), the responsibility of the travel and tourism agency is not then, but if it violates the instructions required by the tourist or his face to it, it is responsible for a contract responsibility based on personal error³⁵.

As stated above, the Tourism and Travel Agency (TSA), when considered a tourist agent, does not apply the provisions of liability for the act of third parties, because its role is merely to mediate the seizure of tourist tickets or hotel accommodation and therefore is not to be held liable for financial or physical damage to the tourist during transport or accommodation.

Section 2: The travel and tourism agency's role as the actual provider in the provision of tourism services:

If the Travel and Tourism Agency neglects to choose a hotel or tour guide, then it is responsible for the poor selection of those entrusted with carrying out certain obligations generated by the tourism contract in accordance with the general rules of contract responsibility for personal error (negligence and lack of foresight), and whether the agency is returned as an agent, carrier or contractor, the error of choice for those entrusted with carrying out part of the flight obligations is a personal error of the agency itself asking for it in accordance with the provisions of the contract responsibility for personal error³⁶. Accordingly, if the tourism agency mistook tourism service providers for negligence or lack of foresight, it was held responsible for the injured tourist.

If the agency considers it to be a carrier in relation to the tourist or customer, it is responsible for breaching the obligations arising from the transport contract, the most important of which is to ensure the safety of passengers. The agent of the original commission is considered to be the guarantor of the agent with the commission in the middle of which unless the sender is the intermediary, he appointed the intermediary agent in his agreement with the original agent³⁷, so the tourist agency is considered as a carrier responsible for any error, whether it is issued from it or from its persons.

In organizing comprehensive trips, the Travel and Tourism Agency can also play the role of tourism contractor in relation to the customer tourist, and since all-inclusive cruises often require the use of third parties to implement some of the obligations required by the

implementation of the trip contract from the establishment and guidance of tourism and other services, they are therefore responsible for the original contractor's responsibility in the face of the employer for every error made by the persons entrusted with carrying out all or part of the obligations generated by the tourism contract, Including mistakes made by the hotel owner, restaurant or tour guide, so that the relationship between the agency and the tourist is directly governed by the contract, while the relationship between the tourist, the owner of the hotel, restaurant or tour guide can be adapted indirectly through the agency organizing the trip. In this case, in accordance with the general rules of the Civil Code, the contractor may entrust the execution of the work in its entirety or in part to a sub-contractor - the tourism service provider - as it has not been prevented from doing so by a clause in the contract or the nature of the work does not assume reliance on his personal competence, but he remains responsible for the sub-contractor towards the employer represented by the tourist³⁸.

The responsibility of the original contractor for the work of the subcontractor is a contract responsibility for the act of others and is not the responsibility of its subsidiary because the subcontractor works independently of the original contractor, and the relationship between them is the relationship between the employer and a contractor regulated by the sub-or subcontracting contract, and therefore if the subcontractor violates any of the obligations generated by the contract he is responsible to the original contractor who in turn asks about the employer, and in accordance with this, the Travel and Tourism Agency when If there is a mistake from the persons she has hired to provide services, she asks the employer- the tourist - a contract responsibility for the act of others³⁹.

It should be noted that the tourist has the right to refer directly to the service providers, but not on the basis of streptococcal liability, because of the absence of a direct relationship between him and them and the absence of a contract association, but on the basis of default liability or through indirect litigation, but the possibility of returning him to them through indirect action depends on the availability of conditions, the most important of which is that the debtor (travel and tourism agency) does not use its rights

before those entrusted with implementation, and that the non-use of error, negligence or bad faith, This would result in the agency's insolvency as well as its inclusion as a party to the proceedings, and it is alleged that any interest resulting from the use of the rights of the Agency is within its funds, which are a guarantee that all its debts will be fulfilled by its creditors⁴⁰.

In general, we find that the tourist affected by the actions and mistakes of tourism service providers prefers to refer to the tourist agency in accordance with the provisions of contract responsibility for the act of others, because his return to tourism service providers may sometimes be useless because they are unable to meet the amount of compensation while the agency has a financial capacity to enable the tourist to require the amount of compensation, in addition, the agency secures its civil responsibility to protect and cover all harm it causes and ensure that it receives compensation in all ease, without going into complex judicial proceedings and filing compensation claims against the tourist agency.

Conclusion :

Through the above it is clear to us that the Tourism and Travel Agency carries out many activities and provides various services to the public on all-inclusive group trips, and provides them either directly or through other tourism service providers such as transportation, hotel, tourist guidance, etc., and we have questioned the problem of the study on the adequacy of legislation in Jordan and Bahrain to address the provisions of civil responsibility of the tourism and travel company towards the tourist, and after studying the provisions of this responsibility in the Jordanian and Bahraini laws, we reach To the following results:

1- The Agency for Tourism and Travel on Mass Group Trips is responsible for each of its personal errors in the execution of its obligations arising out of the tourist contract. It is responsible for the physical and financial damage suffered by the tourist, as well as for the cancellation of the trip or the modification of its programme. It is also liable, in its contractual class, for the errors of all or part of the obligations generated by the tourism contract, which is fully proportional to the nature of the tourism contract.

2- The legislation in Jordan and Bahrain was concerned with the organization of tourism companies in terms of their definition, identification of their business, licensing conditions and penalties imposed on them, but they were not interested in regulating the travel and tourism contract, and therefore this contract is considered one of the contracts not named in Jordanian and Bahraini law.

3- Since the tour contract is indefinite and the activities carried out by tourism companies are numerous from transfers, accommodation, tours and other operations, this results in him not being given a single accurate description if adapted by the judge, making the determination of the obligations of the tour company and therefore the contractual responsibility arising from the breach depends on adapting the nature of the relationship between the tourist company and the tourist.

4- The adaptation of the tour contract must be done by identifying the real role played by the tour company, if its role is limited to booking in transportation or in the property or limited to the selection of tourist service providers, the company is just an intermediary between the tourist and the providers of tourism services, and here the contract of the trip can be adapted as the contract of an agency or agency commission transport, but if the role of the tourist company is to be an actual provider For tourism services, the role of the company here can appear in two forms, the first is to organize all-inclusive trips with all the details it contains such as transportation, accommodation, visiting tourist areas and others, and the second is that the company only carry out the transfer, and then adapt the tour contract as a contract in the first picture and a transport contract in the second picture.

5- The most likely opinion in jurisprudence is that the obligations of the tourism company arising from the contract of the tourist trip are some of them to achieve a result, such as commitment to the safety of the tourist and the obligation to ensure the implementation of the trip, and others are to take care such as the obligation to inform and commit to the good selection and follow-up of tourism service providers.

6- The tour company is asked about the physical damage to the tourist during the trip when she is

an actual provider of tourism services, whether described as a contractor or a carrier, but if the role of the tour company is limited to mediation, do not ask about the physical damage, but the official here is the provider of the tourist service that the injury occurred in its stage.

The tourist company is asked about the damage to the tourist's luggage if the luggage is in the possession of the tourist, but if the luggage is outside the possession of the tourist, the tourist company is responsible for it when it is an actual provider of tourist services, because in this case the baggage is handed over to the tourist company, but if the role of the tourist company is an intermediary in providing tourist services, here is the luggage in the possession of the tourist service provider (carrier or hotel owner), and then The latter is responsible for it.

8- A tourist company may cancel the journey by its own will if its role is limited to mediation between a tourist and a tourism service provider, because in this case the trip contract is adapted as an agency contract. The terms of this contract permit the agent to step down from the agency provided that it is in a timely manner and for an acceptable reason. If the tourist company is an actual provider of tourism services, whether it is described as a contractor or carrier, it may not cancel the trip, otherwise it may assume responsibility before it.

9- A tourist company may not modify the cruise programme by its own will, whether it is described as a contractor, carrier or agent.

Recommendations

Since Jordanian and Bahraini law do not regulate the tour contract, the courts in both countries have only the application of the general provisions of the Civil Code and of the Commercial Code. However, these rules are not sufficient to take account of all the rules relating to the tour contract and the obligations and liability it entails in case of breach of these obligations, therefore, the researcher recommends that the legislator of both countries regulate the contract of the tourist trip either in civil or commercial law or independent law, bearing in mind that this law includes the following provisions:

1. Provide that a tourism company that acts as an effective provider of tourism services has an obligation to ensure the safety of the consumer, and that this obligation is an obligation to achieve a result, so that the responsibility of the tourism company is assumed once the agreed outcome has not been achieved, and can be paid only by proving the foreign cause.

2- The tourist company is obliged to ensure the safety of the tourist's luggage in its possession, provided that this obligation is an obligation to achieve a result.

3- Obliging the tour company to ensure that the tourist trip is carried out in terms of time, location and itinerary in the form agreed with the tourist.

4- Obliging the tour company to provide all necessary information related to the tourist trip before and during the conclusion of the contract, and this obligation shall be to take care.

5- - Obliging the tourism company to choose the good choice of tourism service providers that it uses to implement its obligations and follow up on them in the course of their work, provided that this commitment is an obligation to take care.

6- Provide for the contractual liability of the tourism company for the errors of the tourism service providers it uses to implement its obligations

7- Insurance must be the responsibility of the tourist company.

8-Obliging the tour company not to cancel or modify the tour programme of its own volition.

9- - Nullity of any requirement that the tour company be exempted from its liability for breach of its obligations arising from the tour contract.

Margins:

1- Al-Sanhouri, Abdul Razzaq, mediator in explaining the new civil law: Part 1, The theory of commitment in general, sources of commitment, volume one, al-Halabi Human Rights Publications, Beirut 2000, i3 p. 856.

- 2- Abadi, Batoul Srawa, *Tourism Contract - Comparative Legal Study*, Al-Halabi Human Rights Publications, Beirut 2012, i1, p. 281.
- 3- Al-Khatali, Saman Suleiman, *Tour Contract, Analytical Study in Civil Law*, Cairo, Dar al-Qaliya, 2009, p. 23. Karkuri, Hanan's blessing, the tourist's contractual obligations arising from the implementation of the tourism and travel contract in the face of the tourism agency, research published in the journal *Books of Politics and Law*, University of Qasdi Marbah, June 2018, p. 130.
- 4- Al-Diaz, Qamaz Leila, *Legal Links between Travel and Tourism Agencies and Customers*, Master's Thesis specializing in Transport Law, Faculty of Law, Abu Bakr University, Tlemcen, University Year 2003/2004, p. 61. Al-Khatali, Saman Suleiman, former reference, p. 33.
- 5- Article 12/D/1/B of the Jordanian Travel and Tourism Offices and Companies System No. 114 of 2016.
- 6- See: AbdulKarim, Maryam Abdullah al-Rifai, Badr Shakib, *Tour Contract and International Standards*, Comparative Study, Research published in *Rafidain Law Journal*, Faculty of Law, Mosul University, Issue 66, 2019, p. 288. Also: Karkuri, Mubarak Hanan, former reference, p. 132.
- 7- Al-Zaqard, Ahmed Saeed, legal links arising from the contract of the trip, an root study compared to the obligations and responsibility of the agencies (offices) of tourism and travel in the face of the tourist or customer, an article published in the *Kuwaiti Law Journal*, Kuwait University, Issue 01, year 22, March 1998, p. 203 and beyond. Al-Khatali, Saman Suleiman, former reference, p. 40.
- 8- Article 662 of bahrain's Civil Code states that "filing is a contract to which a person is obliged to receive something from another, provided that this object is preserved and returned in kind", and is met by article 868 of the Jordanian Civil Code.
9. Belazuz Rabeh, *Legal System for Tourism and Travel Contract in Algerian Legislation*, Master of Law Letter specializing in contracts and responsibility, Faculty of Law and Commercial Sciences, University of Boumerdes, University Year 2005, p. 119.
- 10- Al-Zaqard, Ahmed Al-Saeed, former reference, p. 208. Jamal al-Din, Sami, *Provisions of Tourism and Hotel Legislation*, Alexandria, Knowledge Facility, 2005, p. 76. Al-Shahawi, Qadri, provisions of the deposit contract in Egyptian legislation and civilly and criminally compared, Alexandria, Knowledge Facility, 2005, p. 54.
- 11- Sanhoury, Abdul Razzaq, former reference, p. 765.
- 12- Shahawi, Qadri, previous reference, p. 31.
- 13- See: Article 676 of bahrain's Civil Code and Article 891 of the Jordanian Civil Code.
- 14- AbdulKarim, Maryam Abdullah and Rifai, Badr Shakib, former reference, p. 74.
- 15- Al-Zaqard, Ahmed Al-Saeed, former reference, p. 215. Al-Khatali, Saman Suleiman, former reference, p. 74.
- 16- Al-Diaz, Qamaz Leila, former reference, p. 74. Al-Massoudi, *Contract Responsibility for Tourism Companies*, Cairo, New University House, 2018, p. 34.
17. Yazid, Dalal Yazid, *Legal Protection of tourists in light of the tourism contract*, an article published in the *Journal of Politics and Law Books*, Faculty of Law, University of Qasdi Marbah-Ouergla, Issue 11, June 2014, p. 141.
- See: Article 98 of the Jordanian Civil Code and Article 39 of the Bahraini Civil Code.
- 19- Referred to by: Karkuri, Mubarak Hanan, former reference, p. 133.
- 20- Massoudi, Ahmed Kazim, former reference, p. 158. Al-Khatali, Saman Suleiman, former reference, p. 134.
- See: Article 865 of the Jordanian Civil Code and Article 660 of the Bahraini Civil Code.
- 22- Al-Diaz, Qamaz Leila, former reference, p. 79.
- 23- Jamal al-Din, Sami, former reference, p. 85.
- 24- Al-Zaqard, Ahmed Al-Saeed, former reference, p. 225.
- 25- Yazid, Dalal, previous reference, p. 141.
- 26- Al-Khatali, Saman Suleiman, former reference, p. 134.

27- Massoudi, Ahmed Kazim, former reference, p. 137.

28- Karkuri, Mubarak Hanan, former reference, p. 136.

29- Al-Zaqard, Ahmed Al-Saeed, former reference, p. 263.

30- Massoudi, Ahmed Kazim, former reference, p. 139.

31. Ben Hamar, Mohamed, Consumer Protection in the Tourism and Travel Contract, M.A. Letter of Law, Branch of Consumer Protection and Competition Law, Faculty of Law, University of Algeria, Academic Year 2015/2016, p. 118.

32- Belazuz, Rabah, former reference, p. 133.

33- Massoudi, Ahmed Kazim, former reference, p. 141.

34- See: Sanhoury, Abdul Razzaq, former reference, p. 547.

35- Al-Zaqard, Ahmed Al-Saeed, former reference, p. 264.

36- Ebadi, Batoul Srawa, former reference, p. 311.

37- Al-Zaqard, Ahmed Al-Saeed, former reference, p. 269.

See article 798 of the Jordanian Civil Code and Article 604 of Bahrain's Civil Code.

39- Abadi, Batoul Srawa, former reference, p. 315.

40- Al-Zaqard, Ahmed Al-Saeed, former reference, p. 268.

References

First: Books:

- [1] Abadi, Batoul Srawa, *Tourism Contract - Comparative Legal Study*, Al-Halabi Human Rights Publications, Beirut 2012, il.
- [2] Al-Khatali, Saman Suleiman, *Tour Contract, Analytical Study in Civil Law*, Cairo, Dar al-Kutub Al-Law, 2009.
- [3] Al-Sanhoury, Abdul Razzaq, mediator in explaining the new civil law: Part 1, The theory of commitment in general, sources

of commitment, volume one, al-Halabi Human Rights Publications, Beirut 2000.

- [4] Jamal al-Din, Sami, *provisions of tourism and hotel legislation*, Alexandria, Knowledge Facility, 2005.
- [5] Massoudi, Ahmed Kazim, *Contract Responsibility for Tourism Companies*, Cairo, New University House, 2018.
- [6] Shahawi, Qadri, *the provisions of the deposit contract in Egyptian legislation and compared civilly and criminally*, Alexandria, knowledge facility, 2005.

Secondly, scientific messages:

- [1] Al-Diaz, Qamaz Leila, legal links between travel and travel agencies, master's thesis specializing in transport law, Law School, Abu Bakr University, Tlemcen, 2003/04 academic year.
- [2] Belazuz Rabah, legal system for the contract of tourism and travel in Algerian legislation, a master's thesis in law specializing in contracts and responsibility, Faculty of Law and Commercial Sciences, University of Boumerdes, academic year 2005.
- [3] Ben Hamar, Mohamed, Consumer Protection in the Tourism and Travel Contract, M.A. Letter of Law, Branch of Consumer Protection and Competition Law, Faculty of Law, University of Algeria, Academic Year 2015/2016.

Third: Research in magazines:

- [1] AbdulKarim, Maryam Abdullah al-Rifai, Badr Shakib, *Tour Contract and International Standards*, Comparative Study, Research published in Rafidain Law Journal, Faculty of Law, Mosul University, Issue 66, 2019.
- [2] Al-Zaqard, Ahmed Saeed, legal links arising from the contract of the trip, an authentic study compared to the obligations and responsibility of the agencies (offices) of tourism and travel in the face of the tourist or customer, an article published in the Kuwaiti Law Journal, Kuwait University, Issue 01, year 22, March 1998.
- [3] Karkuri, Mubarak Hanan, the tourist's contractual obligations arising from the implementation of the tourism and travel contract in the face of the tourism agency,

research published in the journal Books of Politics and Law, University of Qasdi Marbah, June 2018.

- [4] Yazid, Dalal Yazid, Legal Protection of tourists in light of the tourism contract, article published in the Journal of Policy and Law Books, Faculty of Law, University of Qasdi Marbah- And Ouergla, Issue 11, June 2014.

Legislation:

- 1- Bahraini Civil Code No. 19 of 2001.
- 2- Jordanian Civil Code No. 43 of 1976.
- 3- Bahraini Trade Act No. 7 of 1987.
- 4- Jordanian Trade Act No. 12 of 1966.
- 5- Jordanian Tourism and Travel Offices and Companies System No. 114 of 2016.