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From: Presidency

To: Permanent Representatives Committee

Subject: *Preparation of the Council ("Competitiveness") of 28-29 May 2015*

Proposal for a directive of the European Parliament and of the Council on package travel and assisted travel arrangements, amending Regulation (EC) No 2006/2004, Directive 2011/83/EU and repealing Council Directive 90/314/EEC

- Political agreement

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
1.	<p>Proposal for a</p> <p>DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL</p> <p>on package travel and assisted travel arrangements, amending Regulation (EC) No 2006/2004, Directive 2011/83/EU and repealing Council Directive 90/314/EEC</p>	<p>AM 1</p> <p>Proposal for a</p> <p>DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL</p> <p>on package travel <i>package holidays, package tours</i> and <i>linked</i> assisted travel arrangements, amending Regulation (EC) No 2006/2004, Directive 2011/83/EU and repealing Council Directive 90/314/EEC</p>	<p>Proposal for a</p> <p>DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL</p> <p>on package travel and assisted travel arrangements, amending Regulation (EC) No 2006/2004, Directive 2011/83/EU and repealing Council Directive 90/314/EEC</p>	<p>Proposal for a</p> <p>DIRECTIVE <u>2015/.../EU</u> OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL</p> <p>on package travel and <u>linked</u> assisted travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU <u>and</u> repealing Council Directive 90/314/EEC</p>
2.	THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,		THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,	THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,

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3.	Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,		Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,	Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,
4.	Having regard to the proposal from the European Commission,		Having regard to the proposal from the European Commission,	Having regard to the proposal from the European Commission,
5.	After transmission of the draft legislative act to the national Parliaments,		After transmission of the draft legislative act to the national Parliaments,	After transmission of the draft legislative act to the national p arliaments,

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6.	Having regard to the opinion of the European Economic and Social Committee,		Having regard to the opinion of the European Economic and Social Committee,	Having regard to the opinion of the European Economic and Social Committee ¹ ,
7.	Having regard to the opinion of the Committee of the Regions,		Having regard to the opinion of the Committee of the Regions,	<u>After consulting</u> the Committee of the Regions,
8.	Acting in accordance with the ordinary legislative procedure,		Acting in accordance with the ordinary legislative procedure,	Acting in accordance with the ordinary legislative procedure ² ,
9.	Whereas:		Whereas:	Whereas:

¹ OJ C , , p. .

² **Position of the European Parliament of 12 March 2014 (not yet published in the Official Journal) and position of the Council at first reading of ... [(OJ ...)] [(not yet published in the Official Journal)]. Position of the European Parliament of [(OJ ...)] [(not yet published in the Official Journal)] [and decision of the Council of ...].**

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10.	(1) Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours ³ lays down a number of important consumer rights in relation to package travel, in particular with regard to information requirements, the liability of traders in relation to the performance of a package and protection against the insolvency of an organiser or a retailer. However, it is necessary to adapt the legislative framework to market developments, in order to make it more suitable for the internal market, remove ambiguities and close legislative gaps.		(1) Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours lays down a number of important consumer rights in relation to package travel, in particular with regard to information requirements, the liability of traders in relation to the performance of a package and protection against the insolvency of an organiser or a retailer. However, it is necessary to adapt the legislative framework to market developments, in order to make it more suitable for the internal market, remove ambiguities and close legislative gaps.	(1) Council Directive 90/314/EEC ⁴ of 13 June 1990 on package travel, package holidays and package tours lays down a number of important consumer rights in relation to package travel, in particular with regard to information requirements, the liability of traders in relation to the performance of a package and protection against the insolvency of an organiser or a retailer. However, it is necessary to adapt the legislative framework to market developments, in order to make it more suitable for the internal market, remove ambiguities and close legislative gaps.

³ OJ L 158, 23.06.1990, p. 59.

⁴ **Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours (OJ L 158, 23.6.1990, p. 59).**

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11.	<p>(2) Tourism plays an important role in the economies of the Union and packages represent a significant proportion of that market. The travel market has undergone considerable changes since the adoption of Directive 90/314/EEC. In addition to traditional distribution chains, the Internet has become an increasingly important medium to offer travel services. Travel services are not only combined in the form of traditional prearranged packages, but are often combined in a customised fashion. Many of these travel products are either in a legal grey zone or are clearly not covered by Directive 90/314/EEC. This Directive aims to adapt the scope of protection to those developments, enhance transparency and increase legal certainty for travellers and</p>	<p>AM 2</p> <p>(2) Tourism plays an important role in the economies of the Union and <i>package travel, package holidays and package tours</i> ('packages') represent a significant proportion of that market. The travel market has undergone considerable changes since the adoption of Directive 90/314/EEC. In addition to traditional distribution chains, the Internet has become an increasingly important medium to offer travel services. Travel services are not only combined in the form of traditional prearranged packages, but are often combined in a customised fashion. Many of these travel products are either in a legal grey zone or are clearly not covered by Directive 90/314/EEC. This Directive aims to adapt the scope of protection to those developments, enhance transparency and increase legal certainty for travellers and</p>	<p>(2) Tourism plays an important role in the economies of the Union and packages represent a significant proportion of that market. The travel market has undergone considerable changes since the adoption of Directive 90/314/EEC. In addition to traditional distribution chains, the Internet has become an increasingly important medium to offer travel services. Travel services are not only combined in the form of traditional pre-arranged packages, but are often combined in a customised fashion. Many of these travel products are either in a legal grey zone or are clearly not covered by Directive 90/314/EEC. This Directive aims to adapt the scope of protection to those developments, enhance transparency and increase legal certainty for travellers and traders.</p>	<p>(2) Tourism plays an important role in the economies of the Union and <u>package travel, package holidays and package tours</u> ('packages') represent a significant proportion of that <u>the travel</u> market. The travel <u>That</u> market has undergone considerable changes since the adoption of Directive 90/314/EEC. In addition to traditional distribution chains, the Internet has become an increasingly important medium to offer travel services. Travel services are not only combined in the form of traditional pre-arranged packages, but are often combined in a customised fashion. Many of these travel products <u>those combinations of travel services</u> are either in a legal grey zone or are clearly not covered by Directive 90/314/EEC. This Directive aims to adapt the scope of protection to those developments, enhance</p>

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	traders.	traders.		transparency and increase legal certainty for travellers and traders.
12.	(3) Article 169 of the Treaty on the Functioning of the European Union (the Treaty) provides that the Union is to contribute to the attainment of a high level of consumer protection through measures adopted pursuant to Article 114 of the Treaty.		(3) Article 169 of the Treaty on the Functioning of the European Union (the Treaty) provides that the Union is to contribute to the attainment of a high level of consumer protection through measures adopted pursuant to Article 114 of the Treaty.	(3) Article 169 of the Treaty on the Functioning of the European Union (the Treaty) (TFEU) provides that the Union is to contribute to the attainment of a high level of consumer protection through measures adopted pursuant to Article 114 of the Treaty TFEU .
13.	(4) Directive 90/314/EEC gives broad discretion to the Member States as regards transposition; therefore, significant divergences between the laws of the Member States remain. Legal fragmentation leads to higher costs for businesses and obstacles for those wishing to operate cross-border, thus limiting consumers' choice.		(4) Directive 90/314/EEC gives broad discretion to the Member States as regards transposition; therefore, significant divergences between the laws of the Member States remain. Legal fragmentation leads to higher costs for businesses and obstacles for those wishing to operate cross-border, thus limiting consumers' choice.	(4) Directive 90/314/EEC gives broad discretion to the Member States as regards transposition and, therefore, significant divergences between the laws of the Member States remain. Legal fragmentation leads to higher costs for businesses and obstacles for those wishing to operate cross-border, thus limiting consumers' choice.

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14.	(5) In accordance with Article 26(2) of the Treaty, the internal market is to comprise an area without internal frontiers in which the free movement of goods and services and the freedom of establishment are ensured. The harmonisation of certain aspects of package contracts and assisted travel arrangements is necessary for the creation of a real consumer internal market in this area, striking the right balance between a high level of consumer protection and the competitiveness of businesses.	AM 3 (5) In accordance with Article 26(2) of the Treaty, the internal market is to comprise an area without internal frontiers in which the free movement of goods and services and the freedom of establishment are ensured. The harmonisation of <i>the rights and obligations arising from</i> package contracts and <i>linked</i> travel arrangements is necessary for the creation of a real consumer internal market in <i>that</i> area, striking the right balance between a high level of consumer protection and the competitiveness of businesses.	(5) In accordance with Article 26(2) of the Treaty, the internal market is to comprise an area without internal frontiers in which the free movement of goods and services and the freedom of establishment are ensured. The harmonisation of certain aspects of package contracts and assisted travel arrangements is necessary for the creation of a real consumer internal market in this area, striking the right balance between a high level of consumer protection and the competitiveness of businesses.	(5) In accordance with Article 26(2) of the Treaty and 49 TFEU , the internal market is to comprise an area without internal frontiers in which the free movement of goods and services and the freedom of establishment are ensured. The harmonisation of certain aspects of <i>the rights and obligations arising from</i> package <i>travel</i> contracts and assisted <i>linked</i> travel arrangements is necessary for the creation of a real consumer internal market in this <i>that</i> area, striking the right balance between a high level of consumer protection and the competitiveness of businesses.

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15.	(6) The cross-border potential of the package travel market in the Union is currently not fully exploited. Disparities in the rules protecting travellers in different Member States are a disincentive for travellers in one Member State from buying packages and assisted travel arrangements in another Member State and, likewise, a disincentive for organisers and retailers in one Member State from selling such services in another Member State. In order to enable consumers and businesses to benefit fully from the internal market, while ensuring a high level of consumer protection across the Union, it is necessary to further approximate the laws of the Member States relating to packages and assisted travel arrangements.		(6) The cross-border potential of the package travel market in the Union is currently not fully exploited. Disparities in the rules protecting travellers in different Member States are a disincentive for travellers in one Member State from buying packages and assisted travel arrangements in another Member State and, likewise, a disincentive for organisers and retailers in one Member State from selling such services in another Member State. In order to enable consumers and businesses to benefit fully from the internal market, while ensuring a high level of consumer protection across the Union, it is necessary to further approximate the laws of the Member States relating to packages and assisted travel arrangements.	(6) The cross-border potential of the package travel market in the Union is currently not fully exploited. Disparities in the rules protecting travellers in different Member States are a disincentive for travellers in one Member State from buying packages and assisted linked travel arrangements in another Member State and, likewise, a disincentive for organisers and retailers in one Member State from selling such services in another Member State. In order to enable consumers and businesses to benefit fully from the internal market, while ensuring a high level of consumer protection across the Union, it is necessary to further approximate the laws of the Member States relating to packages and assisted linked travel arrangements.

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16.	<p>(7) The majority of travellers buying packages are consumers in the sense of Union consumer law. At the same time, it is not always easy to distinguish between consumers and representatives of small businesses or professionals who book trips related to their business or profession through the same booking channels as consumers. Such travellers often require a similar level of protection. In contrast, larger companies or organisations often make travel arrangements for their employees on the basis of a framework contract with companies which specialise in the arrangement of business travel. The latter type of travel arrangements do not require the level of protection designed for consumers. Therefore, this Directive should apply to business travellers only insofar as they do not make travel</p>	<p>AM 4</p> <p>(7) The majority of travellers buying packages are consumers in the sense of Union consumer law. At the same time, it is not always easy to distinguish between consumers and representatives of businesses or professionals who book trips related to their business or profession through the same booking channels as consumers. Such travellers often require a similar level of protection. In contrast, companies or organisations often make travel arrangements for their employees, <i>members and representatives</i> on the basis of a framework contract with companies. The latter type of travel arrangements do not require the level of protection designed for consumers. Therefore, this Directive should apply to business travellers only insofar as they do not make travel arrangements on the basis</p>	<p>(7) The majority of travellers buying packages are consumers in the sense of Union consumer law. At the same time, it is not always easy to distinguish between consumers and representatives of small businesses or professionals who book trips related to their business or profession through the same booking channels as consumers. Such travellers often require a similar level of protection. In contrast, larger companies or organisations often make travel arrangements for their employees on the basis of a framework contract, <u>often concluded for a specified period</u> with companies which specialise in the arrangement of business travel. The latter type of travel arrangements do not require the level of protection designed for consumers. Therefore, this Directive should apply to business travellers only insofar as <u>where</u> they do not make travel</p>	<p>(7) The majority of travellers buying packages are consumers in the sense of Union consumer law. At the same time, it is not always easy to distinguish between consumers and representatives of small businesses or professionals who book trips related to their business or profession through the same booking channels as consumers. Such travellers often require a similar level of protection. In contrast, larger <u>there are</u> companies or organizations that make travel arrangements for their employees on the basis of a framework contract <u>general agreement, often concluded for numerous travel arrangements or a specified period for instance with a travel agency</u> with companies which specialise in the arrangement of business travel. The latter type of travel arrangements do not require the level of protection designed for</p>

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	arrangements on the basis of a framework contract. To avoid confusion with the definition of the term 'consumer' in other consumer protection directives, persons protected under this Directive should be referred to as 'travellers'.	of a framework contract. To avoid confusion with the definition of the term 'consumer' <i>used</i> in other <i>Union</i> consumer protection <i>legislation</i> , persons protected under this Directive should be referred to as 'travellers'.	arrangements on the basis of a framework contract. To avoid confusion with the definition of the term 'consumer' in other consumer protection directives, persons protected under this Directive should be referred to as 'travellers'.	consumers. <u>Therefore, this Directive should apply to business travellers, including members of liberal professions, self-employed or other natural persons, where they do not make travel arrangements on the basis of a general agreement.</u> To avoid confusion with the definition of the term 'consumer' in other <u>Union</u> consumer protection directives <u>legislation</u> , persons protected under this Directive should be referred to as 'travellers'.

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17.	(8) Since travel services may be combined in many different ways, it is appropriate to consider as packages all combinations of travel services that display features which travellers typically associate with packages, notably that separate travel services are bundled together into a single travel product for which the organiser assumes responsibility for proper performance. In accordance with the case law of the Court of Justice of the European Union, it should make no difference whether travel services are combined before any contact with the traveller or at the request of or according to the selection made by the traveller. The same principles should apply irrespective of whether the booking is made through a high street travel		(8) Since travel services may be combined in many different ways, it is appropriate to consider as packages all combinations of travel services that display features which travellers typically associate with packages, notably that separate travel services are bundled together into a single travel product for which the organiser assumes responsibility for proper performance. In accordance with the case law of the Court of Justice of the European Union, it should make no difference whether travel services are combined before any contact with the traveller or at the request of or according to the selection made by the traveller. The same principles should apply irrespective of whether the booking is made through a high street travel agent or online.	(8) Since travel services may be combined in many different ways, it is appropriate to consider as packages all combinations of travel services that display features which travellers typically associate with packages, in particular that where separate travel services are bundled together into a single travel product for which the organiser assumes responsibility for proper performance. In accordance with the case law of the Court of Justice of the European Union ⁵ , it should make no difference whether travel services are combined before any contact with the traveller or at the request of or according to the selection made by the traveller. The same principles should apply irrespective of whether the booking is made through a high street travel agent or online.

⁵ See Judgment of the Court of Justice of the European Union of 30 April 2012 in Case C-400/00 *Club Tour, Viagens e Turismo SA v. Alberto Carlos Lobo Gonçalves Garrido and Club Med Viagens Ld*, ([2002] ECR, I-04051).

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	agent or online.			
18.	(9) For the sake of transparency, packages should be distinguished from assisted travel arrangements, where online or high street agents assist travellers in combining travel services leading the traveller to conclude contracts with different providers of travel services, including through linked booking processes, which do not contain those features and in relation to which it would not be appropriate to apply all obligations applying to packages.	AM 5 (9) For the sake of transparency, packages should be distinguished from <i>linked</i> travel arrangements, where online or high street agents assist travellers in combining travel services leading the traveller to conclude contracts with different providers of travel services, including through linked booking processes <i>in a targeted manner</i> , which do not contain those features and in relation to which it would not be appropriate to apply all obligations applying to packages.	(9) For the sake of transparency, packages should be distinguished from assisted travel arrangements, where online or high street agents assist travellers in combining <u>procuring</u> travel services leading the traveller to conclude contracts with different providers of travel services, including through linked booking processes, which do not contain those features and in relation to which it would not be appropriate to apply all obligations applying to packages.	(9) For the sake of transparency, packages should be distinguished from assisted <u>linked</u> travel arrangements, where online or high street agents assist travellers in combining <u>procuring</u> travel services leading the traveller to conclude contracts with different <u>travel service</u> providers of travel services , including through linked booking processes, which do not contain those <u>the</u> features <u>of a package</u> and in relation to which it would not be appropriate to apply all obligations applying to packages.

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19.	(10) In light of market developments, it is appropriate to further define packages on the basis of alternative objective criteria which predominantly relate to the way in which the travel services are presented or purchased and where travellers may reasonably expect to be protected by the Directive. This is the case, for instance where different travel services are purchased for the same trip or holiday within the same booking process from a single point of sale or where such services are offered or charged at an inclusive or total price. It should be considered that travel services are procured within the same booking process if they are selected before the traveller has agreed to pay.		(10) In light of market developments, it is appropriate to further define packages on the basis of alternative objective criteria which predominantly relate to the way in which the travel services are presented or purchased and where travellers may reasonably expect to be protected by the Directive. This is the case, for instance where different travel services are purchased <u>selected</u> for the same trip or holiday <u>at a single point sale before the traveller agrees to pay</u> within the same booking process from a single point of sale or where such services are offered or charged at an inclusive or total price, <u>as well as where such services are advertised or sold under the term 'package' or under a similar term indicating a close connection between the travel services concerned. Such similar terms could be for instance "combined deal", "all-inclusive" or "all-in arrangement".</u> It should be considered that travel	(10) In light of market developments, it is appropriate to further define packages on the basis of alternative objective criteria which predominantly relate to the way in which the travel services are presented or purchased and where travellers may reasonably expect to be protected by the <u>this</u> Directive. This <u>That</u> is the case, for instance, where different travel services are purchased <u>selected</u> for the same trip or holiday <u>at a single point sale before the traveller agrees to pay, that is to say,</u> within the same booking process from a single point of sale or where such services are offered, <u>sold</u> or charged at an inclusive or total price, <u>as well as where such services are advertised or sold under the term 'package' or under a similar term indicating a close connection between the travel services concerned. Such similar terms could be, for instance, "combined deal", "all-inclusive" or "all-in</u>

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			services are procured within the same booking process if they are selected before the traveller has agreed to pay.	arrangement". It should be considered that travel services are procured within the same booking process if they are selected before the traveller has agreed to pay.
20.	(11) At the same time, assisted travel arrangements should be distinguished from travel services which travellers book independently, often at different times, even for the purpose of the same trip or holiday. Online assisted travel arrangements should also be distinguished from links through which travellers are simply informed about further travel services in a general fashion, for instance where a hotel or an organiser of an event includes on its website a list of all operators offering transport services to its location independently of any booking or if cookies or meta data are used to place advertisements on	AM 6 (11) At the same time, <i>linked</i> travel arrangements should be distinguished from travel services which travellers book independently, often at different times, even for the purpose of the same trip or holiday. Online <i>linked</i> travel arrangements should also be distinguished from <i>linked websites which do not have the objective of concluding a contract with the traveller and from</i> links through which travellers are simply informed about further travel services in a general fashion <i>and not in a targeted manner</i> , for instance where a hotel or an organiser of an event includes on its website a list of all operators offering transport services to its location independently of any booking or	(11) At the same time, assisted travel arrangements should be distinguished from travel services which travellers book independently, often at different times, even for the purpose of the same trip or holiday. Online assisted travel arrangements should also be distinguished from links through which travellers are simply informed about further travel services in a general fashion, for instance where a hotel or an organiser of an event includes on its website a list of all operators offering transport services to its location independently of any booking or if cookies or meta data are used to place advertisements on websites.	(11) At the same time, assisted <u>linked</u> travel arrangements should be distinguished from travel services which travellers book independently, often at different times, even for the purpose of the same trip or holiday. Online assisted <u>linked</u> travel arrangements should also be distinguished from <u>linked websites which do not have the objective of concluding a contract with the traveller and from</u> links through which travellers are simply informed about further travel services in a general fashion <u>way</u> , for instance where a hotel or an organiser of an event includes on its website a list of all operators offering transport services to its location independently of any booking or if

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	websites.	if cookies or <i>metadata</i> are used to place advertisements on websites <i>related to the travel destination or travel period specified for the first travel service chosen</i> .		cookies or meta data are used to place advertisements on websites.
21.	(12) The purchase of an air travel service on a stand-alone basis as a single travel service constitutes neither a package nor an assisted travel arrangement.		(12) The purchase of a n-air travel service on a stand-alone basis as a single travel service constitutes neither a package nor an assisted travel arrangement.	(12) The purchase of an-air <u>a</u> travel service on a stand-alone basis as a single travel service constitutes neither a package nor an-assisted <u>a linked</u> travel arrangement.

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22.	(13) Particular rules should be laid down for both high street and on-line retailers which assist travellers, on the occasion of a single visit or contact with their own point of sale, in concluding separate contracts with individual service providers and for online retailers which, through linked online booking processes, facilitate the procurement of additional travel services from another trader in a targeted manner, at the latest when the booking of the first service is confirmed. These rules would apply for example, where, along with the confirmation of the booking of a first travel service such as a flight or a train journey, a consumer receives an invitation to book an additional travel service available at the chosen travel destination, for instance hotel accommodation, with a link to	AM 7 (13) Particular rules should be laid down <i>in this Directive</i> for both high street and on-line retailers which assist travellers, on the occasion of a single visit or contact with their own point of sale in concluding separate contracts with individual service providers, <i>where the traveller selects and agrees to pay for each travel service separately.</i> <i>Such rules should also apply to</i> online retailers which, through linked online booking processes, facilitate the procurement of additional travel services from another trader in a targeted manner, <i>where at least the traveller's name or contact details are transferred to the other trader and such additional services are procured</i> at the latest 24 hours after the booking of the first service is confirmed. While those arrangements do not constitute packages within the meaning of this Directive as	(13) Particular rules should be laid down for both high street and on-line retailers which assist travellers, on the occasion of a single visit or contact with their own point of sale, in concluding separate contracts with individual service providers and for online retailers which, <u>for instance</u> through linked online booking processes, facilitate the procurement of additional travel services from another trader in a targeted manner, <u>where contracts are concluded not more than 48 hours after the confirmation of the first travel service</u> at the latest when the booking of the first service is confirmed. These rules would apply for example, where, along with the confirmation of the booking of a first travel service such as a flight or a train journey, a consumer receives an invitation to book an additional travel service available at the chosen travel destination, for instance hotel	(13) Particular rules should be laid down for both high street and on-line retailers which assist travellers, on the occasion of a single visit or contact with their own point of sale, in concluding separate contracts with individual service providers and for online retailers which, <u>for instance,</u> through linked online booking processes, facilitate the procurement of additional travel services from another trader in a targeted manner, <u>where contracts are concluded not more than 24 hours after the confirmation of the first travel service</u> at the latest when the booking of the first service is confirmed. <u>Such facilitation will often be based on a commercial link involving remuneration, regardless of its calculation method, for instance, on the basis of the number of clicks or of the turnover, between the trader that facilitates the procurement of</u>

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	the booking site of another service provider or intermediary. While those arrangements do not constitute packages within the meaning of this Directive as there can be no confusion that a single organiser has assumed the responsibility for the travel services, such assisted arrangements constitute an alternative business model that often competes closely with packages.	there can be no confusion that a single organiser has assumed the responsibility for the travel services, such <i>linked</i> arrangements constitute an alternative business model that often competes closely with packages.	accommodation, with a link to the booking site of another service provider or intermediary. While those arrangements do not constitute packages within the meaning of this Directive as there can be no confusion that a single organiser has assumed the responsibility for the travel services, such assisted arrangements constitute an alternative business model that often competes closely with packages	<u>additional travel services and the other trader.</u> These rules would apply for example, where, along with the confirmation of the booking of a first travel service such as a flight or a train journey, a consumer receives an invitation to book an additional travel service available at the chosen travel destination, for instance, hotel accommodation, with a link to the booking site of another service provider or intermediary. While those arrangements do not constitute packages within the meaning of this Directive as there can be no confusion that a single organiser has assumed the responsibility for the travel services, such assisted <u>linked</u> arrangements constitute an alternative business model that often competes closely with packages.

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23.	(14) In order to ensure fair competition and to protect consumers, the obligation to provide sufficient evidence of security for the refund of pre-payments and the repatriation of travellers in the event of insolvency should also apply to assisted travel arrangements.		(14) In order to ensure fair competition and to protect consumers, the obligation to provide sufficient evidence of security for the refund of pre-payments and the repatriation of travellers in the event of insolvency should also apply to assisted travel arrangements.	(14) In order to ensure fair competition and to protect consumers, the obligation to provide sufficient evidence of security for the refund of pre-payments and the repatriation of travellers in the event of insolvency should also apply to assisted linked travel arrangements.

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24.		<p>AM 8</p> <p><i>(14a) Practices have appeared online whereby traders facilitating the procurement of linked travel arrangements have not clearly and unambiguously provided the option of booking only the main service and not choosing any further services. Such practices should be regarded as misleading for travellers. As the existing legal framework has not yet allowed for their elimination and given that they are specific to linked travel arrangements, those practices should be banned under this Directive.</i></p>		<p><i>See Commission statement at the request of the EP on revision of the UCPD Guidance</i></p> <p><i>"When revising the 2009 Guidance on the application of Directive 2005/29/EC on unfair commercial practices, the Commission will also address the issue of commercial practices whereby travel service providers who market their services online offer additional services in a hidden, an unclear or ambiguous manner, such as hiding the option of not booking any further services.</i></p> <p><i>The Commission will inform Parliament on how its views have been taken into account when the revised Guidance is adopted."</i></p>

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25.	(15) To increase clarity for travellers and enable them to make informed choices as to the different types of travel arrangements on offer, it is appropriate to require traders to state the nature of the arrangement clearly and inform travellers of their rights. A trader's declaration as to the legal nature of the travel product being marketed should correspond to the true legal nature of the product concerned. The enforcement authorities should intervene where traders do not provide accurate information to travellers.		(15) To increase clarity for travellers and enable them to make informed choices as to the different types of travel arrangements on offer, it is appropriate to require traders to state <u>clearly and prominently whether they are offering a package or an assisted travel arrangement, and of the corresponding level of protection, before the traveller agrees to pay</u> the nature of the arrangement clearly and inform travellers of their rights. A trader's declaration as to the legal nature of the travel product being marketed should correspond to the true legal nature of the product concerned. The enforcement authorities should intervene where traders do not provide accurate information to travellers.	(15) To increase clarity for travellers and enable them to make informed choices as to the different types of travel arrangements on offer, it is appropriate to require traders to state <u>clearly and prominently whether they are offering a package or a linked travel arrangement, and provide information on the corresponding level of protection, before the traveller agrees to pay</u> the nature of the arrangement clearly and inform travellers of their rights. A trader's declaration as to the legal nature of the travel product being marketed should correspond to the true legal nature of the product concerned. The enforcement authorities should intervene where traders do not provide accurate information to travellers.

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26.		AM 9 <i>(15a) Before making the payment, travellers should be made aware of whether they are choosing a package travel or a linked travel arrangement, and of the corresponding level of protection</i>		<i>See recital 15 above</i>

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27.		<p>AM 141</p> <p><i>(15b) Traders facilitating the procurement of a linked travel arrangement should clearly advise a traveller before the traveller is bound by any contract or any corresponding offer for a linked travel arrangement, that, to secure the benefits of the Directive applying to linked travel arrangements, all other contracts which make up the linked travel arrangement must be confirmed within the following 24 hours. Where consumers are not advised of this information or where this information is incorrect, deceptive or omitted, this may constitute an unfair commercial practice.</i></p>		

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
28.	<p>(16) Only the combination of different travel services, such as accommodation, carriage of passengers by bus, rail, water or air, as well as car rental, should be considered for the purposes of identifying a package or an assisted travel arrangement. Accommodation for residential purposes, including for long-term language courses, should not be considered as accommodation within the meaning of this Directive.</p>	<p>AM 11</p> <p>(16) The combination of different travel services, such as accommodation, carriage of passengers by bus, rail, water or air, as well as car rental, should be considered for the purposes of identifying a package or <i>a linked travel arrangement. <u>Hotel nights with added packages, such as tickets for musicals or spa treatments, should be excluded when that package is not specifically marketed to the traveller as a significant proportion of the trip or the ancillary service clearly does not constitute the essential feature of the trip.</u></i> Accommodation for residential purposes <i>which is clearly not for the purpose of tourism, such as</i> for long-term language courses, should not be considered as accommodation within the meaning of this Directive.</p>	<p>(16) Only the combination of different travel services, such as accommodation, carriage of passengers by bus, rail, water or air, as well as car rental, should be considered for the purposes of identifying a package or an assisted travel arrangement. Accommodation for residential purposes, including for long-term language courses, should not be considered as accommodation within the meaning of this Directive. <u>Services which are merely ancillary to other travel services, in the sense that they are intrinsically part of another service, should not be considered as travel services in their own right. This means that, for instance, transport of luggage provided as part of carriage of passengers, or meals and cleaning provided as part of accommodation, should not be considered as tourist services in their own right. This also means</u></p>	<p>(16) Only the combination of different travel services, such as accommodation, carriage of passengers by bus, rail, water or air, as well as car rental <u>of motor vehicles or certain motorcycles,</u> should be considered for the purposes of identifying a package or an assisted <u>a linked</u> travel arrangement. Accommodation for residential purposes, including for long-term language courses, should not be considered as accommodation within the meaning of this Directive. <u>Financial services such as travel insurances should not be considered as travel services. In addition, services which are intrinsically part of another travel service should not be considered as travel services in their own right. This includes, for instance, transport of luggage provided as part of carriage of passengers, minor transport services, such as</u></p>

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			<p><u>that in cases where, unlike in the case of a cruise, overnight accomodation is provided as part of passenger transport by road, rail, water or air, accomodation should not be considered as a travel service in itself.</u></p>	<p><u>carriage of passengers as part of a guided tour or transfers between a hotel and an airport or a railway station, meals, drinks and cleaning provided as part of accommodation, access to on-site facilities such as a swimming pool, sauna, spa or gym included for hotel guests. This also means that in cases where, unlike in the case of a cruise, overnight accommodation is provided as part of passenger transport by road, rail, water or air, accommodation should not be considered as a travel service in itself if the main component is clearly transport.</u></p> <p><i>See recital 16a EP</i></p>

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
29.		<p>AM 12</p> <p><i>(16a) Carriage of passengers by bus, rail, water or air which includes accommodation, for example ferry crossings in cabins or railway journeys in sleeper cars, should be considered as single travel services, if the main component is clearly transport and such carriage is not combined with another travel service.</i></p>		<i>See recital 16, last part</i>

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30.	(17) Other tourist services, such as admission to concerts, sport events, excursions or event parks are services that, in combination with either carriage of passengers, accommodation and/or car rental, should be considered as capable of constituting a package or an assisted travel arrangement. However, such packages should only fall within the scope of this Directive if the relevant tourist service accounts for a significant proportion of the package. Generally, the tourist service should be considered as a significant proportion of the package if it accounts for more than 20% of the total price or otherwise represents an essential feature of the trip or holiday. Ancillary services, such as travel insurance, transport of luggage, meals and cleaning provided as part of	AM 13 (17) Other tourist services, such as admission to concerts, sport events, excursions or event parks are services that, in combination with either carriage of passengers, accommodation and/or car rental, should be considered as capable of constituting a package or <i>a linked</i> travel arrangement. However, such packages should only fall within the scope of this Directive if the relevant tourist service accounts for a significant proportion of the package. Generally, the tourist service should be considered as a significant proportion of the package if it <i>is specifically marketed to travellers as such, clearly represents the reason for the trip</i> , accounts for more than 25% of the total price or otherwise represents an essential feature of the trip or holiday. Ancillary services, such as, <i>in particular</i> , travel insurance,	(17) Other tourist services, such as admission to concerts, sport events, excursions or event parks, <u>excursions, guided tours, ski passes and rental of sports equipment such as skiing equipment</u> , are services that, in combination with either carriage of passengers, accommodation and/or car rental, should be considered as capable of constituting a package or an assisted travel arrangement. However, such packages <u>services</u> should <u>be relevant for the constitution of a package only</u> if they relevant tourist service accounts for a significant proportion of the package. Generally, the tourist service should be considered as a significant proportion of the package if it accounts for more than 20% of the total price or otherwise represents an essential feature of the trip or holiday. <u>It should be clarified that, where other travel services are added,</u>	(17) Other tourist services, such as <u>which are not intrinsically part of carriage of passengers, accommodation or the rental of motor vehicles or certain motorcycles, may be, for instance</u> , admission to concerts, sport events, excursions or event parks, <u>guided tours, ski passes and</u> are services that, in combination with either carriage of passengers, accommodation and/or car rental, should be considered as capable of constituting a package or an assisted travel arrangement. <u>rental of sports equipment such as skiing equipment, or spa treatments.</u> However, <u>if</u> such packages should services are combined with only fall within the scope of this Directive if the relevant tourist <u>one other type of travel service accounts, for instance accommodation, this should lead to the creation of a package or linked travel</u>

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	accommodation, should not be considered as tourist services in their own right.	<i>transport between the station and the accommodation, transport at the beginning of the trip and as part of excursions, transport of luggage, meals and cleaning services</i> provided as part of accommodation, should not be considered as tourist services in their own right.	<u>for instance, to hotel accommodation, booked as a stand-alone service, after the traveller's arrival at the hotel, this should not constitute a package.</u> Ancillary <u>Contracts on financial</u> services, such as travel insurance, <u>or contracts on travel services, for instance transport to or from the airport, arranged by a service provider or an intermediary independently of the organiser, should be outside the scope of this Directive.</u> transport of luggage, meals and cleaning provided as part of accommodation, should not be considered as tourist services in their own right.	<u>arrangement only if they account</u> for a significant proportion of the package. Generally, the tourist service should be considered as a significant proportion of the package if it accounts for more than 20% of the total price <u>of the package or linked travel arrangement, or are advertised as</u> or otherwise represents <u>represent</u> an essential feature of the trip or holiday. Ancillary services, such as travel insurance, transport of luggage, meals and cleaning provided as part of accommodation, should not be considered as tourist services in their own right. <u>If other tourist services account 25% or more of the combination, those services should be considered as representing a significant proportion of the package or linked travel arrangements. It should be clarified that where other tourist services are added, for instance, to hotel accommodation, booked as a</u>

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				<p><u>stand-alone service, after the traveller's arrival at the hotel, this should not constitute a package. This should not lead to circumvention of the Directive, with organisers or retailers offering the traveller to select additional tourist services in advance and then offer conclusion of the contract for those services only after the performance of the first travel service has started.</u></p> <p><i>Linked to article 2 (2) (b) EP amendments 34 and 53</i></p>

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31.	<p>(18) It should also be clarified that contracts by which a trader entitles the traveller after the conclusion of the contract to choose among a selection of different types of travel services, such as in the case of a package travel gift box, should constitute a package. Moreover, a combination of travel services should be considered as a package where the traveller's name or particulars needed to conclude the booking transaction are transferred between the traders at the latest when the booking of the first service is confirmed. Particulars needed to conclude a booking transaction relate to credit card details or other information necessary to obtain a payment. On the other hand, the mere transfer of particulars such as the travel destination or travel times should not be sufficient.</p>	<p>AM 14</p> <p>(18) It should also be clarified that contracts by which a trader entitles the traveller after the conclusion of the contract to choose among a selection of different types of travel services, such as in the case of a package travel gift box, should constitute a package. Moreover, a combination of travel services should be considered as a package where the traveller's name <i>and other personal data, such as contact details, credit card details or passport details, which are</i> needed to conclude the booking transaction are transferred between the traders at the latest 24 hours after the booking of the first service is confirmed. On the other hand, the mere transfer of particulars such as the travel destination or travel times should not be sufficient. <i>Cruises and multi-day train journeys including accommodation should also be</i></p>	<p>(18) It should also be clarified that contracts by which a trader entitles the traveller after the conclusion of the contract to choose among a selection of different types of travel services, such as in the case of a package travel gift box, should constitute a package. Moreover, a combination of travel services should be considered as a package where the traveller's name or particulars needed to conclude the booking transaction are transferred between the traders at the latest when the booking of the first service is confirmed. Particulars needed to conclude a booking transaction relate to credit card details or other information necessary to obtain a payment. On the other hand, the mere transfer of particulars such as the travel destination or travel times should not be sufficient.</p>	<p>(18) It should also be clarified that contracts by which a trader entitles the traveller after the conclusion of the contract to choose among a selection of different types of travel services, such as in the case of a package travel gift box, should constitute a package. Moreover, a combination of travel services should be considered as a package where the traveller's name, <u>payment details and e-mail address</u> or particulars needed to conclude a booking transaction are needed to conclude the booking transaction are transferred <u>transmitted</u> between the traders <u>and contracts are concluded</u> at the latest when <u>24 hours after</u> the booking of the first service is confirmed. Particulars needed to conclude a booking transaction relate to credit card details or other information necessary to obtain a payment. On the other hand, the mere transfer of particulars such</p>

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		<i>considered as package travel, as they combine transport, accommodation and catering.</i>		as the travel destination or travel times should not be sufficient.
32.	(19) Since there is less need to protect travellers in cases of short-term trips, and in order to avoid unnecessary burden for traders, trips lasting less than 24 hours which do not include accommodation as well as occasionally organised packages, should be excluded from the scope of this Directive.	<p>AM 15</p> <p>(19) Since there is less need to protect travellers in cases of short-term trips, and in order to avoid unnecessary burden for traders, trips lasting less than 24 hours which do not include accommodation should be excluded from the scope of this Directive. <i>Packages and linked travel arrangements that are occasionally offered or put together by natural or legal persons, such as non-profit organisations, including charitable organisations, football clubs and schools, where no direct or indirect financial gain is made from the sale of such packages or the facilitation of such linked travel arrangements, should also be excluded from the scope of this Directive.</i></p>	<p>(19) Since there is less need to protect travellers in cases of short-term trips, and in order to avoid unnecessary burden for traders, trips lasting less than 24 hours which do not include accommodation as well as <u>packages or assisted travel arrangements offered or facilitated on a not-for-profit basis to a limited group of travellers and occasionally</u> organised packages, should be excluded from the scope of this Directive. <u>The latter group may for example concern trips organised not more than twice a year by charities for their members, without being offered to a large number of travellers or being advertised to a large audience.</u></p>	<p>(19) Since there is less need to protect travellers in cases of short-term trips, and in order to avoid unnecessary burden for traders, trips lasting less than 24 hours which do not include accommodation as well as packages <u>or linked travel arrangements offered or facilitated occasionally on a not-for-profit basis to a limited group of travellers</u> and occasionally organised packages, should be excluded from the scope of this Directive. <u>The latter group may for example concern trips organised not more than a few times a year by charities, sports clubs or schools for their members, without being offered to the general public. Adequate information on this exclusion should be publicly available in order to ensure that traders and</u></p>

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				<u>travellers are properly informed that these packages or linked travel arrangements are not covered by this Directive.</u>
33.		<p>AM 16</p> <p><i>(19a) Member States should remain competent, in accordance with Union law, to apply the provisions of this Directive to areas not falling within its scope. Member States may therefore maintain or introduce national legislation corresponding to all or some of the provisions of this Directive in relation to contracts that fall outside the scope of this Directive. For example, Member States may apply the provisions of this Directive to packages and linked travel arrangements that are occasionally offered or put together by natural or legal persons where no direct or indirect financial gain is drawn from the sale of those packages or the facilitation of those linked travel arrangements, and to</i></p>	<p><u>(19a) Member States should remain competent, in accordance with Union law, to apply the provisions of this Directive to areas not falling within its scope. Member States may therefore maintain or introduce national legislation corresponding to the provisions of this Directive, or certain of its provisions, in relation to contracts that fall outside the scope of this Directive. For instance, Member States may maintain or introduce corresponding provisions for certain stand-alone contracts regarding single travel services (as for example the rental of holiday homes) or for packages organised occasionally, on a not-for-profit basis and offered to a limited group of travellers.</u></p>	<p><u>(19a) Member States should remain competent, in accordance with Union law, to apply the provisions of this Directive to areas not falling within its scope. Member States may therefore maintain or introduce national legislation corresponding to the provisions of this Directive, or certain of its provisions, in relation to contracts that fall outside the scope of this Directive. For instance, Member States may maintain or introduce corresponding provisions for certain stand-alone contracts regarding single travel services (as for example the rental of holiday homes) or for packages and linked travel arrangements that are offered, on a not-for-profit basis to a limited group of</u></p>

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		<i>packages and linked travel arrangements covering a period of less than 24 hours and which do not include accommodation.</i>		<u>travellers and only occasionally, or to packages and linked travel arrangements covering a period of less than 24 hours and which do not include accommodation.</u>

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34.	(20) The main characteristic of package travel is that at least one trader is responsible as an organiser for the proper performance of the package as a whole. Therefore, only in cases where another trader is acting as the organiser of a package should a trader, typically a high-street or on-line travel agent, be able to act as a mere retailer or intermediary and not be liable as an organiser. Whether a trader is acting as an organiser for a given package should depend on its involvement in the creation of a package as defined under this Directive, and not on the denomination under which it carries out its business. Where two or more traders meet a criterion which makes the combination of travel services a package and where those traders have not informed the traveller which of them is the organiser of the package, all relevant traders		(20) The main characteristic of package travel is that at least one trader is responsible as an organiser for the proper performance of the package as a whole. Therefore, Only in cases where another trader is acting as the organiser of a package should a trader, typically a high street or on line travel agent, be able to act as a mere retailer or intermediary and not be liable as an organiser. Whether a trader is acting as an organiser for a given package should depend on its involvement in the creation of a package as defined under this Directive, and not on the denomination under which it carries out its business. Where two or more traders meet a criterion which makes the combination of travel services a package and where those traders have not informed the traveller which of them is the organiser of the package, all relevant traders should be considered as organisers. <u>Member States should be free to place liability on the organiser</u>	(20) The main characteristic of package travel is that at least <u>there is</u> one trader is responsible as an organiser for the proper performance of the package as a whole. Therefore, Only in cases where another trader is acting as the organiser of a package should a trader, typically a high street or on line travel agent, be able to act as a mere retailer or intermediary and not be liable as an organiser. Whether a trader is acting as an organiser for a given package should depend on its involvement in the creation of a package as defined under this Directive, and not on the denomination under which it carries out its business. <u>When considering whether a trader is an organiser or retailer, it should make no difference whether that trader is acting on supply side or presents himself as an agent acting for the traveller.</u> Where two or more traders meet a criterion which makes the combination of travel services a package and where

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	should be considered as organisers.		<u>and the retailer.</u>	those traders have not informed the traveller which of them is the organiser of the package, all relevant traders should be considered as organisers.
35.		<p>AM 17</p> <p><i>(20a) Directive 90/314/EEC has given discretion to the Member States to define if retailers, organisers or both retailers and organisers should be liable for the proper performance of a package. This flexibility has led to ambiguity in some Member States as to whether traders involved in a package were liable for the performance of the relevant services, in particular in the online booking process. Therefore, it is appropriate to clarify in this Directive that organisers are responsible for the performance of the travel services included in the contract, unless the national legislation also provides expressly for the possibility for the organiser or the retailer to</i></p>		<p><u>(20a) Directive 90/314/EEC has given discretion to the Member States to define if retailers, organisers or both retailers and organisers should be liable for the proper performance of a package. That flexibility has led to ambiguity in some Member States as to whether traders involved in a package were liable for the performance of the relevant services. Therefore, it should be clarified in this Directive that organisers are responsible for the performance of the travel services included in the contract, unless national law provides that both the organiser and the retailer are liable.</u></p>

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		<i>be held liable.</i>		
36.	(21) In relation to packages, retailers should be responsible together with the organiser for the provision of pre-contractual information. At the same time it should be clarified that they are liable for booking errors. To facilitate communication, in particular in cross-border cases, travellers should have the possibility of contacting the organiser also via the retailer through which they bought the package.	AM 18 (21) In relation to packages, retailers should be responsible together with the organiser for the provision of pre-contractual information. At the same time it should be clarified that retailers are liable for booking errors, where they make mistakes in the booking process . To facilitate communication, in particular in cross-border cases, travellers should have the possibility of contacting the organiser also via the retailer through which they bought the package.	(21) In relation to packages, retailers should be responsible together with the organiser for the provision of pre-contractual information. At the same time it should be clarified that they are liable for booking errors. To facilitate communication, in particular in cross-border cases, travellers should have the possibility of contacting the organiser also via the retailer through which they bought the package.	(21) In relation to packages, retailers should be responsible together with the organiser for the provision of pre-contractual information. At the same time it should be clarified are liable for booking errors. To facilitate communication, in particular in cross-border cases, travellers should have the possibility of contacting the organiser also via the retailer through which they bought the package.

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37.	(22) The traveller should receive all necessary information before purchasing a package, whether it is sold through means of distance communication, over the counter or through other types of distribution. In providing this information, the trader should take into account the specific needs of travellers who are particularly vulnerable because of their age or physical infirmity, which the trader could reasonably foresee.		(22) The traveller should receive all necessary information before purchasing a package, whether it is sold through means of distance communication, over the counter or through other types of distribution. In providing this information, the trader should take into account the specific needs of travellers who are particularly vulnerable because of their age or physical infirmity, which the trader could reasonably foresee.	(22) The traveller should receive all necessary information before purchasing a package, whether it is sold through means of distance communication, over the counter or through other types of distribution. In providing that this information, the trader should take into account the specific needs of travellers who are particularly vulnerable because of their age or physical infirmity, which the trader could reasonably foresee.

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38.	<p>(23) Key information, for example on the main characteristics of the travel services or the prices, provided in advertisements, on the organiser's website or in brochures as part of the pre-contractual information, should be binding, unless the organiser reserves the right to make changes to those elements and unless such changes are clearly and prominently communicated to the traveller before the contract is concluded. However, in light of new communication technologies, there is no longer any need to lay down specific rules on brochures, while it is appropriate to ensure that, in certain circumstances, changes impacting the contract performance are communicated between the parties on a durable medium accessible for future reference. It should</p>	<p>AM 19</p> <p>(23) Key information, for example on the main characteristics of the travel services or the prices, provided in advertisements, on the organiser's website or in brochures as part of the pre-contractual information, should be binding, unless the organiser reserves the right to make changes to those elements and unless such changes are clearly and prominently communicated to the traveller before the contract is concluded.</p>	<p>(23) Key information, for example on the main characteristics of the travel services or the prices, provided in advertisements, on the organiser's website or in brochures as part of the pre-contractual information, should be binding, unless the organiser reserves the right to make changes to those elements and unless such changes are clearly and prominently communicated to the traveller before the contract is concluded. However, in light of new communication technologies, there is no longer any need to lay down specific rules on brochures, while it is appropriate to ensure that, in certain circumstances, changes impacting the contract performance are communicated between the parties on a durable medium accessible for future reference. It should always be possible to make changes to that information where both parties to the contract expressly agree on that.</p>	<p>(23) Key information, for example on the main characteristics of the travel services or the prices, provided in advertisements, on the organiser's website or in brochures as part of the pre-contractual information, should be binding, unless the organiser reserves the right to make changes to those elements and unless such changes are clearly and prominently communicated to the traveller before the contract is concluded. However, in light of new communication technologies, <u>which easily allow updates</u>, there is no longer any need to lay down specific rules on brochures, while it is appropriate to ensure that, in certain circumstances, changes impacting the contract performance are communicated between the parties on a durable medium accessible for future reference. It should always be possible to make changes to that <u>pre-contractual</u> information</p>

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	always be possible to make changes to that information where both parties to the contract expressly agree on that.			where both parties to the contract expressly agree on that.

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39.		<p>AM 20</p> <p><i>(23a) However, in light of new communication technologies which can help to ensure that travellers have access to up-to-date information at the time of booking and the growing trend to book travel packages online, there is no longer any need for specific rules requiring printed brochures.</i></p>		
40.		<p>AM 21</p> <p><i>(23b) Flight times should be a fixed part of the contract and one of the main characteristics of a travel service. They should not differ significantly from the times indicated to travellers in the pre-contractual information.</i></p>		

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41.	(24) The information requirements laid down in this Directive are exhaustive, but should be without prejudice to the information requirements provided for in other applicable Union legislation ⁶ .		(24) The information requirements laid down in this Directive are exhaustive, but should be without prejudice to the information requirements provided for in other applicable Union legislation.	(24) The information requirements laid down in this Directive are exhaustive, but should be without prejudice to the information requirements provided for laid down in other applicable Union legislation ⁷ .

⁶ See, Directives 2000/31/EC and 2006/123/EC, as well as Regulations (EC) No 1107/2006, (EC) No 1008/2008, (EC) No. 1371/2007, (EC) No. 181/2011, (EC) No. 1177/2010 and (EC) No 2111/2005.

⁷ See, Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market (Directive on electronic commerce) (OJ L 178, 17.7.2000, p. 1) and Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market (OJ L 376, 27.12.2006, p. 36), as well as Regulation (EC) No 2111/2005 of the European Parliament and of the Council of 14 December 2005 on the establishment of a Community list of air carriers subject to an operating ban within the Community and on informing air transport passengers of the identity of the operating air carrier, and repealing Article 9 of Directive 2004/36/EC (OJ L 344, 27.12.2005, p. 15), Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air (OJ L 204, 26.7.2006, p. 1), Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations (OJ L 315, 3.12.2007, p. 14), Regulation (EC) No 1008/2008 of the European Parliament and of the Council of 24 September 2008 on common rules for the operation of air services in the Community (OJ L 293, 31.10.2008, p. 3), Regulation (EU) No 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No 2006/2004 (OJ L 334, 17.12.2010, p. 1) and Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004 (OJ L 55, 28.2.2011, p. 1).

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				<u>(24a) Organisers should provide general information on visa requirements of the country of destination. The information on approximate periods for obtaining visas can be provided as a reference to official information of the country of destination.</u>
42.	(25) Taking into account the specificities of package travel contracts, rights and obligations of the parties should be laid down, for the time before and after the start of the package, in particular if the package is not properly performed or if particular circumstances change.		(25) Taking into account the specificities of package travel contracts, rights and obligations of the parties should be laid down, for the time before and after the start of the package, in particular if the package is not properly performed or if particular circumstances change.	(25) Taking into account the specificities of package travel contracts, rights and obligations of the parties should be laid down, for the time before and after the start of the package, in particular if the package is not properly performed or if particular circumstances change.

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
43.	<p>(26) Since packages are often purchased a long time before their performance, unforeseen events may occur. Therefore the traveller should, under certain conditions, be entitled to transfer a package to another traveller. In such situations, the organiser should be able to recover his expenses, for instance if a sub-contractor requires a fee for changing the name of the traveller or for cancelling a transport ticket and issuing a new one. Travellers should also have the possibility of cancelling the contract at any time before the start of the package against paying appropriate compensation, as well as the right to terminate the contract without paying compensation where unavoidable and extraordinary circumstances like warfare or a natural disaster will significantly affect the package.</p>	<p>AM 22</p> <p>(26) Since packages are often purchased a long time before their performance, unforeseen events may occur. Therefore the traveller should, under certain conditions, be entitled to transfer a package to another traveller. In such situations, the organiser should be able to recover his expenses, for instance if a sub-contractor requires a fee for changing the name of the traveller or for cancelling a transport ticket and issuing a new one. Travellers should also have the possibility of cancelling the contract at any time before the start of the package against paying appropriate compensation, as well as the right to terminate the contract without paying compensation where unavoidable and extraordinary circumstances like warfare, <i>including terrorism</i>, or a natural disaster, <i>including hurricanes and earthquakes</i>, or</p>	<p>(26) Since packages are often purchased a long time before their performance, unforeseen events may occur. Therefore the traveller should, under certain conditions, be entitled to transfer a package to another traveller. In such situations, the organiser should be able to recover his expenses, for instance if a sub-contractor requires a fee for changing the name of the traveller or for cancelling a transport ticket and issuing a new one. Travellers should also have the possibility of cancelling the contract at any time before the start of the package against paying payment of an appropriate fee compensation, taking into account expected and justifiable cost savings, as well as the right to terminate the contract without paying appropriate compensation free of charge where unavoidable and extraordinary circumstances like warfare or a natural disaster will</p>	<p>(26) Since packages are often purchased a long time before their performance, unforeseen events may occur. Therefore the traveller should, under certain conditions, be entitled to transfer a package to another traveller. In such situations, the organiser should be able to recover his expenses, for instance if a sub-contractor requires a fee for changing the name of the traveller or for cancelling a transport ticket and issuing a new one.</p> <p>(26a) Travellers should also have the possibility of cancelling terminating the contract at any time before the start of the package against paying payment of an appropriate termination fee compensation, taking into account expected and justifiable cost savings and income from alternative deployment of the travel services. They should as well as also have the right to</p>

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
	Unavoidable and extraordinary circumstances should in particular be deemed to exist where reliable and publicly available reports, such as recommendations issued by Member State authorities, advise against travelling to the place of destination.	<i>political instability, which puts travellers' safety at risk</i> will significantly affect the package, <i>when those events have occurred after the conclusion of the travel contract</i> . Unavoidable and extraordinary circumstances should in particular be deemed to exist where reliable and publicly available reports, such as recommendations issued by Member State authorities, advise against travelling to the place of destination.	significantly affect the <u>performance of the package</u> . <u>This may cover for example warfare, other serious security problems such as terrorism, floods or earthquakes, significant risks to human health such as the outbreak of a serious disease at the travel destination or weather conditions which make it impossible to travel safely to the destination as agreed in the contract</u> . Unavoidable and extraordinary circumstances should in particular be deemed to exist where reliable and publicly available reports, such as recommendations issued by Member State authorities advise against travelling to the place of destination.	terminate the contract without paying appropriate compensation <u>free of charge</u> where unavoidable and extraordinary circumstances like warfare or a natural disaster will significantly affect the <u>performance of the package</u> . <u>This may cover for example warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the destination as agreed in the contract</u> . Unavoidable and extraordinary circumstances should in particular be deemed to exist where reliable and publicly available reports, such as recommendations issued by Member State authorities advise against travelling to the place of destination.

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
44.	(27) In specific situations, also the organiser should be entitled to terminate the contract before the start of the package without paying compensation, for instance if the minimum number of participants is not reached and where this possibility has been reserved in the contract.	AM 23 (27) In specific situations, the organiser should <i>also</i> be entitled to terminate the contract before the start of the package without paying compensation, for instance if the minimum number of participants is not reached and where this possibility has been reserved in the contract. <i>In such a situation, the organiser should adequately inform travellers who may be impacted by that contract clause.</i>	(27) In specific situations, also the organiser should be entitled to terminate the contract before the start of the package without paying compensation, for instance if the minimum number of participants is not reached and where this possibility has been reserved in the contract.	(27) In specific situations, also the organiser should be entitled to terminate the contract before the start of the package without paying compensation, for instance if the minimum number of participants is not reached and where this possibility has been reserved in the contract. <u>The organiser should refund all payments made in respect of the package.</u>

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
45.	<p>(28) In certain cases organisers should be allowed to make unilateral changes to the package travel contract. However, travellers should have the right to terminate the contract if the proposed alterations change significantly any of the main characteristics of the travel services. Price increases should be possible only if there has been a change in the cost of fuel for the carriage of passengers, in taxes or fees imposed by a third party not directly involved in the performance of the included travel services or in the exchange rates relevant to the package and if both an upward and downward revision of the price is expressly reserved in the contract. Price increases should be limited to 10% of the price of the package.</p>	<p>AM 24</p> <p>(28) In certain cases organisers should be allowed to make unilateral changes to the package travel contract. However, travellers should have the right to terminate the contract if the proposed alterations change significantly any of the main characteristics of the travel services. Price increases should be possible only if there has been a change in the cost of fuel for the carriage of passengers, in taxes or fees imposed by a third party not directly involved in the performance of the included travel services or in the exchange rates relevant to the package and if both an upward and downward revision of the price is expressly reserved in the contract.</p> <p><i>Travellers should have the right to terminate the contract without any obligation to pay compensation or to accept an alternative equivalent travel package offered by the organiser</i></p>	<p>(28) In certain cases organisers should be allowed to make unilateral changes to the package travel contract. However, travellers should have the right to terminate the contract if the proposed alterations change significantly any of the main characteristics of the travel services. <u>This may for instance be the case if the quality or the value of the travel services diminishes.</u> Price increases should be possible only if there has been a change in the cost of fuel <u>or other power sources</u> for the carriage of passengers, in taxes or fees imposed by a third party not directly involved in the performance of the included travel services or in the exchange rates relevant to the package and if both an upward and downward revision of the price is expressly reserved in the contract. Price increases should be limited to 10% of the price of the package <u>If the organiser proposes a price increase of more</u></p>	<p>(28) In certain cases organisers should be allowed to make unilateral changes to the package travel contract. However, travellers should have the right to terminate the contract if the proposed alterations change significantly any of the main characteristics of the travel services. <u>This may for instance be the case if the quality or the value of the travel services diminishes. Changes of departure or arrival times indicated in the contract should be considered significant, for instance, where they would impose on the traveller considerable inconvenience or additional costs, for instance, rearrangements of transport or accommodation.</u> Price increases should be possible only if there has been a change in the cost of fuel <u>or other power sources</u> for the carriage of passengers, in taxes or fees imposed by a third party</p>

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		<i>if the price</i> increases <i>exceed 8%</i> of the <i>original</i> price of the package.	<u>than 8% the traveller should be able to terminate the contract.</u>	not directly involved in the performance of the included travel services or in the exchange rates relevant to the package and if both an upward and downward revision of the price is expressly reserved in the contract. Price increases should be limited to 10% of the price of the package. <u>If the organiser proposes a price increase of more than 8% the traveller should be entitled to terminate the contract.</u>

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
46.		<p>AM 25</p> <p><i>(28a) Price increases should always be justified in writing. If the price is increased by more than 8%, the traveller should be offered in writing the possibility of terminating the contract or accepting an alternative travel package equivalent in price to that booked. If the traveller does not take advantage of that possibility, the travel package at the higher price should be considered as accepted. The burden of proof regarding receipt of the notification in writing should remain with the organiser.</i></p>		

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
47.	(29) It is appropriate to set out specific rules on remedies as regards the lack of conformity in the performance of the package travel contract. The traveller should be entitled to have problems resolved and, where a significant proportion of the services contracted for cannot be provided, the traveller should be offered alternative arrangements. Travellers should also be entitled to a price reduction and/or compensation for damages. Compensation should also cover any immaterial damage, in particular in case of a spoilt holiday, and, in justified cases, expenses which the traveller incurred when resolving a problem himself.		(29) It is appropriate to set out specific rules on remedies as regards the lack of conformity in the performance of the package travel contract. The traveller should be entitled to have problems resolved and, where a significant proportion of the services contracted for cannot be provided, the traveller should be offered alternative arrangements. <u>If the organiser does not remedy the lack of conformity within a reasonable period of time set by the traveller, the traveller should be able to do so himself and demand reimbursement of his expenses. In certain cases there should not be a need to specify a time-limit, especially if immediate remedy is required. This would apply, for instance, when, due to the delay of the bus provided by the organiser, the traveller has to take a taxi to reach his flight on time.</u> Travellers should also be entitled to a price reduction, <u>termination</u> and/or compensation for damages.	(29) It is appropriate to set out specific rules on remedies as regards the lack of conformity in the performance of the package travel contract. The traveller should be entitled to have problems resolved and, where a significant proportion of travel services included in the contract cannot be provided, the traveller should be offered alternative arrangements. <u>If the organiser does not remedy the lack of conformity within a reasonable period of time set by the traveller, the traveller should be able to do so himself and request reimbursement of the necessary expenses. In certain cases there should not be a need to specify a time-limit, in particular if immediate remedy is required. This would apply, for instance, when, due to the delay of a bus provided by the organiser, the traveller has to take a taxi to reach his flight on time.</u> Travellers should also be entitled to a price reduction, <u>termination</u>

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
			<p>Compensation should also cover any im <u>non</u>-material damage, in particular in case of a spoilt <u>trip or holiday</u>, and, in justified cases, expenses which the traveller incurred when resolving a problem himself. <u>The traveller should be under a duty to communicate at the earliest opportunity a lack of conformity he perceives. Failure to do so may be taken into account when determining the appropriate price reduction or compensation where such notice would have avoided or reduced the damage.</u></p>	<p><u>of the contract</u> and/or compensation for damages. Compensation should also cover <u>non</u>-material damage, such as compensation for loss of enjoyment of the trip or holiday because of substantial problems in the performance of the relevant travel services. Compensation should also cover any immaterial damage, in particular in case of a spoilt holiday, and, in justified cases, expenses which the traveller incurred when resolving a problem himself. <u>The traveller should be required to inform the organiser without undue delay, taking into account the circumstances of the case, of any lack of conformity he perceives. Failure to do so may be taken into account when determining the appropriate price reduction or compensation for damages where such notice would have avoided or reduced the damage.</u></p>

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
48.	(30) In order to ensure consistency, it is appropriate to align the provisions of this Directive with international conventions covering travel services and with the Union legislation on passenger rights. Where the organiser is liable for failure to perform or improper performance of the services included in the package travel contract, the organiser should be able to invoke the limitations of the liability of service providers set out in such international conventions as the Montreal Convention of 1999 for the Unification of certain Rules for International Carriage by Air ⁸ , the Convention of 1980 concerning International Carriage by Rail (COTIF) ⁹ and		(30) In order to ensure consistency, it is appropriate to align the provisions of this Directive with international conventions covering travel services and with the Union legislation on passenger rights. Where the organiser is liable for failure to perform or improper performance of the services included in the package travel contract, the organiser should be able to invoke the limitations of the liability of service providers set out in such international conventions as the Montreal Convention of 1999 for the Unification of certain Rules for International Carriage by Air, the Convention of 1980 concerning International Carriage by Rail (COTIF) and the Athens Convention of 1974 on the Carriage of Passengers and their Luggage by Sea. Where it is	(30) In order to ensure consistency, it is appropriate to align the provisions of this Directive with international conventions covering travel services and with the Union legislation on passenger rights. Where the organiser is liable for failure to perform or improper performance of the services included in the package travel contract, the organiser should be able to invoke the limitations of the liability of service providers set out in such international conventions as the Montreal Convention of 1999 for the Unification of certain Rules for International Carriage by Air ¹³ , the Convention of 1980 concerning International Carriage by Rail (COTIF) ¹⁴ and the Athens Convention of 1974 on the

⁸ 2001/539/EC: Council Decision of 5 April 2001 on the conclusion by the European Community of the Convention for the Unification of Certain Rules for International Carriage by Air (the Montreal Convention) (OJ L 194, 18.07.2001, P. 38).

⁹ 2013/103/EU: Council Decision of 16 June 2011 on the signing and conclusion of the Agreement between the European Union and the Intergovernmental Organisation for International Carriage by Rail on the Accession of the European Union to the Convention concerning International Carriage by Rail (COTIF) (OJ L 51, 23.2.2013, p. 1).

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	the Athens Convention of 1974 on the Carriage of Passengers and their Luggage by Sea ¹⁰ . Where it is impossible, because of unavoidable and extraordinary circumstances, to ensure the traveller's return to the place of departure, the organiser's obligation to bear the cost of the travellers' continued stay at the place of destination should be aligned with the Commission's proposal ¹¹ aimed to amend Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February		impossible, because of unavoidable and extraordinary circumstances, to ensure the traveller's return to the place of departure, the organiser's obligation to bear the cost of the travellers' continued stay at the place of destination should be aligned with the Commission's proposal aimed to amend Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights.	Carriage of Passengers and their Luggage by Sea ¹⁵ . Where it is impossible, because of unavoidable and extraordinary circumstances, to ensure the traveller's timely return to the place of departure, the organiser's obligation to should bear the cost of the travellers' necessary accommodation not exceeding three nights per traveller, unless longer periods are provided for in existing or future Union passenger rights legislation. continued stay at the place of destination should be aligned with the Commission's proposal aimed

¹³ Council Decision 2001/539/EC of 5 April 2001 on the conclusion by the European Community of the Convention for the Unification of Certain Rules for International Carriage by Air (the Montreal Convention) (OJ L 194, 18.7.2001, p. 38).

¹⁴ Council Decision 2013/103/EU of 16 June 2011 on the signing and conclusion of the Agreement between the European Union and the Intergovernmental Organisation for International Carriage by Rail on the Accession of the European Union to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980, as amended by the Vilnius Protocol of 3 June 1999 (OJ L 51, 23.2.2013, p. 1).

¹⁰ 2012/22/EU: Council Decision of 12 December 2011 concerning the accession of the European Union to the Protocol of 2002 to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974, with the exception of Articles 10 and 11 thereof (OJ L 8, 12.1.2012, p. 1).

¹¹ Proposal for a Regulation of the European Parliament and of the Council amending Regulation (EC) No 261/2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights and Regulation (EC) No 2027/97 on air carrier liability in respect of the carriage of passengers and their baggage by air - COM/2013/130 final.

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
	2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights ¹² .			to amend Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights.

¹⁵ Council Decision 2012/22/EU of 12 December 2011 concerning the accession of the European Union to the Protocol of 2002 to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974, with the exception of Articles 10 and 11 thereof (OJ L 8, 12.1.2012, p. 1).

¹² OJ L 46, 17.2.2004, p.1.

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49.	<p>(31) This Directive should not affect the rights of travellers to present claims both under this Directive and under any other relevant Union legislation, so that travellers will continue to have the possibility to address claims to the organiser, the carrier or any other liable party, or, as the case may be, to several parties. It should be clarified that they may not cumulate rights under different legal bases if the rights safeguard the same interest or have the same objective. The organiser's liability is without prejudice to the right to seek redress from third parties, including service providers.</p>	<p>AM 27</p> <p>(31) This Directive should not affect the rights of travellers to present claims both under this Directive and under any other relevant Union legislation, so that travellers will continue to have the possibility to address claims to the organiser, the carrier or any other liable party, or, as the case may be, to several parties. It should be clarified that they may not cumulate rights under different legal bases if the rights safeguard the same interest or have the same objective. <i>However, the need to ensure that travellers receive an appropriate and timely compensation in cases where the contract is not performed fully by one of the parties should not impose an unreasonable and disproportionate burden on organisers and retailers. In addition to their obligation to remedy any lack of conformity or to compensate travellers,</i></p>	<p>(31) This Directive should not affect the rights of travellers to present claims both under this Directive and under any other relevant Union legislation <u>or international conventions</u>, so that travellers will continue to have the possibility to address claims to the organiser, the carrier or any other liable party, or, as the case may be, to several parties. It should be clarified that they may not cumulate rights under different legal bases if the rights safeguard the same interest or have the same objective, <u>in order to avoid overcompensation, compensation or price reduction granted under this Directive and the compensation or price reduction granted under the other legal acts should be deducted from each other</u>. The organiser's liability is without prejudice to the right to seek redress from third parties, including service providers.</p>	<p>(31) This Directive should not affect the rights of travellers to present claims both under this Directive and under any other relevant Union legislation <u>or international conventions</u>, so that travellers will continue to have the possibility to address claims to the organiser, the carrier or any other liable party, or, as the case may be, to several parties. It should be clarified that they may not cumulate rights under different legal bases if the rights safeguard the same interest or have the same objective, <u>in order to avoid overcompensation, compensation or price reduction granted under this Directive and the compensation or price reduction granted under the other legal acts should be deducted from each other</u>. The organiser's liability is without prejudice to the right to seek redress from third parties, including service providers.</p>

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		<i>organisers and retailers should also have the right to seek redress from any third party which contributed to the event triggering compensation or other obligations. The organiser and retailer's liability is therefore without prejudice to this right to seek redress from third parties, including service providers.</i>		

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
50.	(32) If the traveller is in difficulty during the trip or holiday, the organiser should be obliged to give prompt assistance. Such assistance should consist mainly in providing, where appropriate, information on aspects such as health services, local authorities and consular assistance, as well as practical help, for instance with regard to distance communications and alternative travel arrangements.	AM 28 (32) If the traveller is in difficulty during the trip or holiday, the organiser should be obliged to give <i>appropriate</i> assistance <i>without undue delay</i> . Such assistance should consist mainly in providing, where appropriate, information on aspects such as health services, local authorities and consular assistance, as well as practical help, for instance with regard to distance communications and <i>the procurement of</i> alternative travel arrangements.	(32) If the traveller is in difficulty during the trip or holiday, the organiser should be obliged to give prompt appropriate assistance. Such assistance should consist mainly in providing, where appropriate, information on aspects such as health services, local authorities and consular assistance, as well as practical help, for instance with regard to distance communications and alternative travel arrangements.	(32) If the traveller is in difficulty during the trip or holiday, the organiser should be obliged to give prompt appropriate assistance <u><i>without undue delay</i></u> . Such assistance should consist mainly in providing, where appropriate, information on aspects such as health services, local authorities and consular assistance, as well as practical help, for instance with regard to distance communications and alternative travel arrangements.

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
51.	(33) In its Communication on passenger protection in the event of airline insolvency, ¹⁶ the Commission set out measures to improve the protection of travellers in the event of an airline insolvency, including better enforcement of Regulation (EC) No 1008/2008 on common rules for the operation of air services in the Community ¹⁷ , of Regulation No 261/2004 on air passenger rights and engagement with industry stakeholders, failing which a legislative measure could be considered. That Communication concerns the purchase of an individual component, namely air travel services, and therefore is without prejudice to existing rules on packages and does not		(33) In its Communication on passenger protection in the event of airline insolvency, the Commission set out measures to improve the protection of travellers in the event of an airline insolvency, including better enforcement of Regulation (EC) No 1008/2008 on common rules for the operation of air services in the Community, of Regulation No 261/2004 on air passenger rights and engagement with industry stakeholders, failing which a legislative measure could be considered. That Communication concerns the purchase of an individual component, namely air travel services, and therefore is without prejudice to existing rules on packages and does not prevent the legislators to provide for insolvency protection also for	(33) In its Communication on <u>of 18 March 2013 entitled 'Passenger protection in the event of airline insolvency'</u> , ¹ the Commission set out measures to improve the protection of travellers in the event of an airline insolvency, including better enforcement of Regulation (EC) No 1008/2008 on common rules for the operation of air services in the Community , of Regulation <u>(EC) No 261/2004 of the European Parliament and of the Council</u> ¹⁸ on air passenger rights and engagement with industry stakeholders , failing which a legislative measure could be considered. That Communication concerns the purchase of an individual component, namely air travel services, and therefore is without prejudice to existing rules

¹⁶ COM (2013)129 of 18.3.2013.

¹⁷ OJ L 293, 31.10.2008, p. 3.

¹⁸ Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 (OJ L 46, 17.2.2004, p. 1).

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	prevent the legislators to provide for insolvency protection also for buyers of other modern combinations of travel services.		buyers of other modern combinations of travel services.	on packages and does not prevent the legislators to provide for insolvency protection also for buyers of other modern combinations of travel services.

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52.	(34) Member States should ensure that travellers purchasing a package or an assisted travel arrangement are fully protected against the insolvency of the organiser, of the retailer having facilitated the assisted travel arrangement or of any of the service providers. Member States in which package organisers and retailers facilitating assisted travel arrangements are established should ensure that traders offering such combinations of travel services provide security for the refund of all payments made by travellers and for their repatriation in the event of insolvency. While retaining discretion as to the way in which insolvency protection is granted, Member States should ensure that their national insolvency protection schemes are effective and able to	AM 29 (34) Member States should ensure that travellers purchasing a package or <i>a linked</i> travel arrangement are fully protected against the insolvency of the organiser, of the retailer having facilitated the <i>linked</i> travel arrangement or of <i>a business involved in the linked travel arrangement</i> . Member States should ensure that traders offering such combinations of travel services provide security for the refund of all payments made by travellers and for their repatriation in the event of insolvency. While retaining discretion as to the way in which insolvency protection is granted, Member States should ensure that their insolvency protection schemes are effective and able to guarantee prompt repatriation and the <i>immediate</i> refund of all travellers affected by the insolvency. <i>Where a traveller would prefer to complete their</i>	(34) Member States should ensure that travellers purchasing a package or an assisted travel arrangement are fully protected against the insolvency of the organiser, of the retailer having facilitated the assisted travel arrangement or of any of the service providers . Member States in which package organisers and retailers facilitating assisted travel arrangements <u>organisers</u> are established should ensure that traders offering such combinations of travel services <u>they</u> provide security for the refund of all payments made by travellers and, <u>insofar as a package includes the carriage of passengers,</u> for their repatriation in the event of <u>their</u> insolvency. While retaining discretion as to the way in which insolvency protection is granted to <u>be arranged</u> , Member States should ensure that their national insolvency <u>the</u> protection schemes are is effective, and able to	(34) Member States should ensure that travellers purchasing a package or an assisted travel arrangement are fully protected against the insolvency of the organiser, of the retailer having facilitated the assisted travel arrangement or of any of the service providers . Member States in which package organisers and retailers facilitating assisted travel arrangements <u>organisers</u> are established should ensure that traders offering such combinations of travel services <u>they</u> provide security for the refund of all payments made by travellers and, <u>insofar as a package includes the carriage of passengers,</u> for their repatriation in the event of <u>their</u> insolvency. <u>However, continuation of the package may be offered.</u> While retaining discretion as to the way in which insolvency protection is granted to <u>be arranged</u> , Member States should ensure that their national

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	<p>guarantee prompt repatriation and the refund of all travellers affected by the insolvency. The required insolvency protection should take into account the actual financial risk of the activities of the organiser, relevant retailer or service provider, including the type of combination of travel services they sell, foreseeable seasonal fluctuations as well as the extent of pre-payments and the way in which these are secured. In accordance with Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market²⁵, in cases where insolvency protection may be provided in the form of a guarantee or an insurance policy, such security may not be limited to attestations issued by financial operators established in a particular Member State.</p>	<p><i>package or linked travel arrangement rather than obtain a full refund, the insolvency protection may, where appropriate, provide for the fulfilment of existing contracts, in order to enable the package or linked travel arrangement to continue at no additional cost to the traveller.</i> The required insolvency protection should take into account the actual financial risk of the activities of the organiser, relevant retailer or <i>of a business involved in the linked travel arrangement</i>, including the type of combination of travel services they sell, foreseeable seasonal fluctuations as well as the extent of pre-payments and the way in which these are secured. In accordance with Directive 2006/123/EC of the European Parliament and of the Council²⁵, in cases where insolvency protection may be provided in the form of a guarantee or an insurance policy, such security may not be limited</p>	<p>guarantee prompt repatriation and the refund of all travellers affected by the insolvency. <u>Effectiveness implies that the protection should become available as soon as, as a consequence of the organiser's liquidity problems, travel services are not being performed, will not be or will only partially be performed or service providers require travellers to pay for them. Member States may require that organisers provide travellers with a certificate documenting a direct entitlement against the provider of the insolvency protection.</u></p>	<p>insolvency <u>the</u> protection schemes are <u>is</u> effective, and able to guarantee prompt repatriation and the refund of all travellers affected by the insolvency. <u>Effectiveness implies that the protection should become available as soon as, as a consequence of the organiser's liquidity problems, travel services are not being performed, will not be or will only partially be performed or service providers require travellers to pay for them. Member States may require that organisers provide travellers with a certificate documenting a direct entitlement against the provider of the insolvency protection.</u></p>

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		to attestations issued by financial operators established in a particular Member State.		

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
53.			<p><u>(34a) The required For the insolvency protection to be effective, it should cover take into account the foreseeable amounts of payments affected by a trader's insolvency and, where applicable, the foreseeable cost for repatriations.</u> actual financial risk of the activities of the organiser, relevant retailer or service provider, including the type of combination of travel services they sell, foreseeable seasonal fluctuations as well as the extent of pre-payments and the way in which these are secured. In accordance with Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market, in cases where insolvency protection may be provided in the form of a guarantee or an insurance policy, such security may not be limited to attestations issued by financial operators established in a particular Member State.</p>	<p><u>(34a) The required For the insolvency protection to be effective, it should cover take into account the foreseeable amounts of payments affected by a trader's insolvency and, where applicable, the foreseeable cost for repatriations.</u> actual financial risk of the activities of the organiser, relevant retailer or service provider, including the type of combination of travel services they sell, foreseeable seasonal fluctuations as well as the extent of pre-payments and the way in which these are secured. In accordance with Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market, in cases where insolvency protection may be provided in the form of a guarantee or an insurance policy, such security may not be limited to attestations issued by financial operators established in a particular Member State.</p>

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
54.			<p><u>(34b) This means that the protection has to be sufficient to cover all foreseeable payments received by an organiser in peak season, taking into account the period between receiving such payments and the completion of the trip or holiday, as well as, where applicable, the foreseeable cost for repatriations. This will generally mean that the security has to cover a sufficiently high percentage of the organiser's turnover in packages, and may depend on factors such as the kind of packages sold, including the mode of transport, the travel destination, and any legal restrictions or the organiser's commitments regarding the amounts of pre-payments it may accept and their timing before the start of the package. Whereas the necessary cover may be calculated on the basis of the most recent business data, for instance the turnover achieved in the last business year, organisers should be obliged to adapt the</u></p>	<p><u>(34b) This means that the protection has to be sufficient to cover all foreseeable payments made on behalf of travellers in respect of packages in peak season, taking into account the period between receiving such payments and the completion of the trip or holiday, as well as, where applicable, the foreseeable cost for repatriations. This will generally mean that the security has to cover a sufficiently high percentage of the organiser's turnover in packages, and may depend on factors such as the kind of packages sold, including the mode of transport, the travel destination, and any legal restrictions or the organiser's commitments regarding the amounts of pre-payments it may accept and their timing before the start of the package. Whereas the necessary cover may be calculated on the basis of the most recent business data, for instance the turnover</u></p>

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
			<p><u>protection in case of increased risks, including an significant increase in the sale of packages.</u></p> <p><u>However, effective insolvency protection should not have to take into account highly remote risks, for instance the simultaneous insolvency of several of the largest organisers, where to do so would disproportionately affect the cost of the protection, thus hampering its effectiveness. In such cases the guarantee for refunds may be limited.</u></p>	<p><u>achieved in the last business year, organisers should be obliged to adapt the protection in case of increased risks, including a significant increase in the sale of packages.</u></p> <p><u>However, effective insolvency protection should not have to take into account highly remote risks, for instance the simultaneous insolvency of several of the largest organisers, where to do so would disproportionately affect the cost of the protection, thus hampering its effectiveness. In such cases the guarantee for refunds may be limited.</u></p>

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
55.			<u>(34c) In light of national particularities regarding the parties to a package travel contract and the receipt of payments from travellers, Member States should be allowed to require also retailers to take out insolvency protection.</u>	<u>(34c) In light of national particularities regarding the parties to a package travel contract and the receipt of payments made on behalf of travellers, Member States should be allowed to require also retailers to take out insolvency protection.</u>

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
56.	(35) In order to facilitate the free movement of services, Member States should be obliged to recognise insolvency protection under the law of the Member State of establishment. To facilitate the administrative cooperation and supervision of businesses which are active in different Member States with regard to insolvency protection, Member States should be obliged to designate central contact points.		(35) <u>In accordance with the Treaty and in line with Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market it is appropriate to lay down rules so as to prevent that the insolvency protection obligations act as an obstacle to the free movement of services and the freedom of establishment.</u> in cases where insolvency protection may be provided in the form of a guarantee or an insurance policy, such security may not be limited to attestations issued by financial operators established in a particular Member State. In order to facilitate the free movement of services. Therefore , Member States should be obliged to recognise insolvency protection under the law of the Member State of establishment. To facilitate the administrative cooperation and supervision of businesses which are active in different Member States with regard to insolvency protection,	(35) <u>In line with Directive 2006/123/EC of the European Parliament and of the Council it is appropriate to lay down rules so as to prevent that the insolvency protection obligations act as an obstacle to the free movement of services and the freedom of establishment.</u> in cases where insolvency protection may be provided in the form of a guarantee or an insurance policy, such security may not be limited to attestations issued by financial operators established in a particular Member State. In order to facilitate the free movement of services. Therefore , Member States should be obliged to recognise insolvency protection under the law of the Member State of establishment. To facilitate the administrative cooperation and supervision of businesses which are active in different Member States with regard to insolvency protection, Member States should be obliged to designate central

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
			Member States should be obliged to designate central contact points.	contact points.

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
57.	(36) As regards assisted travel arrangements, beyond the obligation to provide insolvency protection and to inform travellers that individual service providers are solely responsible for their contractual performance, the relevant contracts are subject to general Union consumer protection legislation and sector-specific Union legislation.		(36) As regards <u>Traders facilitating</u> assisted travel arrangements, beyond the obligation to provide insolvency protection and <u>should be obliged</u> to inform travellers that <u>they are not buying a package and that</u> individual service providers are solely responsible for their the <u>performance of their contracts.</u> <u>Traders facilitating assisted travel arrangements should, in addition, be obliged to provide insolvency protection for the refund of payments they receive and, insofar as they are responsible for the carriage of passengers, for the travellers' repatriation, and should inform travellers accordingly. Traders responsible for the performance of the relevant individual contracts forming part of an assisted travel arrangement</u> are subject to general Union consumer protection legislation and sector-specific Union legislation.	(36) As regards <u>Traders facilitating</u> assisted <u>linked</u> travel arrangements, beyond the obligation to provide insolvency protection and <u>should be obliged</u> to inform travellers that <u>they are not buying a package and that</u> individual travel service providers are solely responsible for their the <u>performance of their contracts.</u> <u>Traders facilitating linked travel arrangements should, in addition, be obliged to provide insolvency protection for the refund of payments they receive and, insofar as they are responsible for the carriage of passengers, for the travellers' repatriation, and should inform travellers accordingly. Traders responsible for the performance of the relevant individual contracts forming part of a linked travel arrangement</u> are subject to general Union consumer protection legislation and sector-specific Union legislation.

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58.			<u>(36a) When laying down rules on the insolvency protection to be provided by traders in relation to packages and assisted travel arrangements, Member States should not be prevented from taking into account the special situation of smaller companies.</u>	<u>(36a) When laying down rules on insolvency protection schemes in relation to packages and linked travel arrangements, Member States should not be prevented from taking into account the special situation of smaller companies while ensuring the same level of protection for travellers.</u>

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
59.	(37) It is appropriate to protect travellers in situations where a retailer arranges the booking of a package or an assisted travel arrangement and where the retailer makes mistakes in the booking process.		(37) It is appropriate to protect travellers in situations where a retailer arranges the booking of a package or <u>where a trader facilitates</u> an assisted travel arrangement and where the retailer <u>such traders</u> makes mistakes in the booking process.	(37) It is appropriate to protect travellers in situations <u>in relation to errors occurring in the booking process for packages and linked travel arrangements.</u> where a retailer arranges the booking of a package or an assisted travel arrangement and where the retailer makes mistakes in the booking process.

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
60.	(38) It is also appropriate to confirm that consumers may not waive rights stemming from this Directive and organisers or traders facilitating assisted travel arrangements may not escape from their obligations by claiming that they are simply acting as a service provider, an intermediary or in any other capacity.		(38) It is also appropriate to confirm that consumers <u>travellers</u> may not waive rights stemming from this Directive and organisers or traders facilitating assisted travel arrangements may not escape from their obligations by claiming that they are simply acting as a service provider, an intermediary or in any other capacity.	(38) It is also appropriate to confirm that consumers <u>travellers</u> may not waive rights stemming from this Directive and that organisers or traders facilitating assisted <u>linked</u> travel arrangements may not escape from their obligations by claiming that they are simply acting as a <u>travel</u> service provider, an intermediary or in any other capacity. <i>Redraft Art.21(1).</i>

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
61.	(39) It is necessary that Member States lay down penalties for infringements of national provisions transposing this Directive and ensure that they are enforced. The penalties should be effective, proportionate and dissuasive.		(39) It is necessary that Member States lay down penalties for infringements of national provisions transposing this Directive and ensure that they are enforced. The penalties should be effective, proportionate and dissuasive	(39) It is necessary that Member States lay down penalties for infringements of national provisions transposing this Directive and ensure that they are enforced. Those The penalties should be effective, proportionate and dissuasive.

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
62.	(40) The adoption of this Directive makes it necessary to adapt certain consumer protection acts. Taking into account that Directive 2011/83/EU of the European Parliament and the Council of 25 October 2011 on consumer rights ¹⁹ in its current form does not apply to contracts covered by Directive 90/314/EEC, it is necessary to amend Directive 2011/83/EU to ensure that it applies to assisted travel arrangements and that certain consumer rights laid down in that Directive also apply to packages	AM 30 (40) The adoption of this Directive makes it necessary to adapt certain consumer protection acts. Taking into account that Directive 2011/83/EU of the European Parliament and the Council ²⁶ in its current form does not apply to contracts covered by Directive 90/314/EEC, it is necessary to amend Directive 2011/83/EU to ensure that it <i>continues to apply to individual travel services that form part of a linked travel arrangement, insofar as those individual services are not otherwise excluded from the scope of Directive 2011/83/EU</i> and that certain consumer rights laid down in that Directive also apply to packages.	(40) The adoption of this Directive makes it necessary to adapt certain consumer protection acts. Taking into account that Directive 2011/83/EU of the European Parliament and the Council of 25 October 2011 on consumer rights in its current form does not apply to contracts covered by Directive 90/314/EEC, it is necessary to amend Directive 2011/83/EU to ensure that it <u>applies to assisted continues to apply to individual travel services that form part of an assisted travel arrangements, insofar as those individual services are not otherwise excluded from the scope of Directive 2011/83/EU,</u> and that certain consumer rights laid down in that Directive also apply to packages.	(40) The adoption of this Directive makes it necessary to adapt certain consumer protection acts. Taking into account that Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights ²⁰ in its current form does not apply to contracts covered by Directive 90/314/EEC, it is necessary to amend Directive 2011/83/EU to ensure that it <u>applies to assisted continues to apply to individual travel services that form part of an linked travel arrangements, insofar as those individual services are not otherwise excluded from the scope of Directive 2011/83/EU,</u> and that certain consumer rights laid down in that Directive also apply to

¹⁹ OJ L 304, 22.11.2011, p. 64.

²⁰ *Directive 2011/83/EU of the European Parliament and the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council* (OJ L 304, 22.11.2011, p. 64).

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
				packages.
63.			<u>(40a) The law applicable to a contract should be determined in accordance with the Union rules on private international law, in particular Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).</u>	<u>(40a) This Directive is without prejudice to Directive 95/46/EC of the European Parliament and of the Council²¹ and the Union rules on private international law, including Regulation (EC) No 593/2008 of the European Parliament and of the Council²².</u>
64.			<u>(40b) It should be clarified that the regulatory requirements of this Directive regarding insolvency protection and information in relation to assisted travel arrangements should apply also to traders not established in a Member State which by any means direct their activities to one or more Member States. The latter concept should be interpreted as in Regulation</u>	<u>(40b) It should be clarified that the regulatory requirements of this Directive regarding insolvency protection and information in relation to linked travel arrangements should apply also to traders not established in a Member State which by any means direct their activities within the meaning of Regulation (EU) No 593/2008 and Regulation (EC) No</u>

²¹ Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (OJ L 281, 23.11.1995, p. 31).

²² Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) (OJ L 177, 4.7.2008, p. 6).

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			<u>(EU) No 1215/2012 and Regulation (EC) No 593/2008.</u>	<u>1215/2012 to one or more Member States.</u>
65.	(41) This Directive should be without prejudice to Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) ²³ and national contract law for those aspects that are not regulated by it. Since this Directive aims to contribute to the proper functioning of the internal market and to the achievement of a high level of consumer protection, its objectives cannot be achieved by the Member States and can be better achieved at Union level. Therefore, the Union may adopt measures, in accordance with the principle of	(41) This Directive should be without prejudice to Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) ²⁴ and national contract law for those aspects that are not regulated by it. Since <u>the objectives of</u> this Directive, <u>namely</u> to contribute to the proper functioning of the internal market and to the achievement of a high <u>and as uniform as possible</u> level of consumer protection, its objectives cannot be <u>sufficiently</u> achieved by the Member States and can <u>therefore</u> be better achieved at Union level, Therefore, the Union may adopt	(41) This Directive should be without prejudice to Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) and national contract law for those aspects that are not regulated by it. Since this Directive aims to contribute to the proper functioning of the internal market and to the achievement of a high level of consumer protection, its objectives cannot be achieved by the Member States and can be better achieved at Union level. Therefore, the Union may adopt measures, in accordance with the principle of	(41) This Directive should be without prejudice to Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) ²⁵ and national contract law for those aspects that are not regulated by it. Since <u>the objectives of</u> this Directive, <u>namely</u> to contribute to the proper functioning of the internal market and to the achievement of a high <u>and as uniform as possible</u> level of consumer protection, its objectives cannot be <u>sufficiently</u> achieved by the Member States and, <u>but</u> can <u>rather, by reason of its scale</u> be better achieved at Union level, Therefore, the Union may adopt

²³ OJ L 177, 4.7.2008, p. 6.

²⁴ Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) (OJ L 177, 4.7.2008, p. 6).

²⁵ Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) (OJ L 177, 4.7.2008, p. 6).

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	subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to achieve its objectives.	measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to achieve <u>those</u> objectives. <i>NB: EP LawyerLinguist drafting</i>	proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to achieve its objectives.	measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to achieve <u>those</u> objectives. <i>See Council recital (40a)</i>
66.	(42) This Directive respects the fundamental rights and observes the principles recognised by the Charter of Fundamental Rights of the European Union. The proposal, in particular, respects the freedom to conduct a business laid down in Article 16 of the Charter, while ensuring a high level of consumer protection within the Union, in accordance with Article 38 of the Charter.		(42) This Directive respects the fundamental rights and observes the principles recognised by the Charter of Fundamental Rights of the European Union. The proposal, in particular, respects the freedom to conduct a business laid down in Article 16 of the Charter, while ensuring a high level of consumer protection within the Union, in accordance with Article 38 of the Charter.	(42) This Directive respects the fundamental rights and observes the principles recognised by the Charter of Fundamental Rights of the European Union (Charter). This Directive The proposal , in particular, respects the freedom to conduct a business laid down in Article 16 of the Charter, while ensuring a high level of consumer protection within the Union, in accordance with Article 38 of the Charter.

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67.	(43) In accordance with the Joint Political Declaration of Member States and the Commission of 28 September 2011 on explanatory documents, Member States have undertaken to accompany, in justified cases, the notification of their transposition measures with one or more documents explaining the relationship between the components of a directive and the corresponding parts of national transposition instruments. With regard to this Directive, the legislator considers the transmission of such documents to be justified,		(43) In accordance with the Joint Political Declaration of Member States and the Commission of 28 September 2011 on explanatory documents, Member States have undertaken to accompany, in justified cases, the notification of their transposition measures with one or more documents explaining the relationship between the components of a directive and the corresponding parts of national transposition instruments. With regard to this Directive, the legislator considers the transmission of such documents to be justified,	(43) In accordance with the Joint Political Declaration of 28 September 2011 of Member States and the Commission on explanatory documents ²⁶ , Member States have undertaken to accompany, in justified cases, the notification of their transposition measures with one or more documents explaining the relationship between the components of a directive and the corresponding parts of national transposition instruments. With regard to this Directive, the legislator considers the transmission of such documents to be justified,

²⁶ OJ C 369, 17.12.2011. p. 14.

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68.	HAVE ADOPTED THIS DIRECTIVE:	HAVE ADOPTED THIS DIRECTIVE:	HAVE ADOPTED THIS DIRECTIVE:	HAVE ADOPTED THIS DIRECTIVE:
69.	CHAPTER I Subject matter, scope and definitions	CHAPTER I Subject matter, scope and definitions	CHAPTER I Subject matter, scope and definitions	CHAPTER I Subject matter, <u>level of harmonisation</u>, scope and definitions
70.	<i>Article 1</i> <i>Subject matter</i>	<i>Article 1</i> <i>Subject matter</i>	<i>Article 1</i> <i>Subject matter</i>	Article 1 Subject matter
71.	This Directive is to contribute to the proper functioning of the internal market and to the achievement of a high level of consumer protection by approximating certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts on package travel and assisted travel arrangements concluded between travellers and traders.	AM 31 <i>The purpose of this</i> Directive is to contribute to the proper functioning of the internal market and to the achievement of a high <i>and as uniform as possible</i> level of consumer protection <i>in respect of</i> the laws, regulations and administrative provisions of the Member States in respect of contracts on package travel and <i>linked</i> travel arrangements concluded between travellers and traders.	This Directive is to contribute to the proper functioning of the internal market and to the achievement of a high level of consumer protection by approximating certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts on package travel and assisted travel arrangements concluded between travellers and traders.	<u>The purpose of</u> this Directive is to contribute to the proper functioning of the internal market and to the achievement of a high <u>and as uniform as possible</u> level of consumer protection by approximating certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts on package travel and assisted linked travel arrangements concluded between travellers and traders.

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72.		AM 32 <i>Article 1a (new) Level of harmonisation</i>		<u>Article 1a</u> <u>Level of harmonisation</u>
73.		<i>Unless otherwise provided for in this Directive, Member States shall not maintain or introduce, in their national law, provisions diverging from those laid down in this Directive, including more or less stringent provisions which would ensure a different level of consumer protection.</i>		<u>Unless otherwise provided for in this Directive, Member States shall not maintain or introduce, in their national law, provisions diverging from those laid down in this Directive, including more or less stringent provisions which would ensure a different level of consumer protection.</u> + see provision on national contract law in Article 2(3)

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74.	<i>Article 2 Scope</i>		<i>Article 2 Scope</i>	Article 2 Scope
75.	1. This Directive shall apply to packages offered for sale or sold by traders to travellers, with the exception of Article 17, and to assisted travel arrangements with the exception of Articles 4 to 14, Articles 18 and Article 21(1).		1. This Directive shall apply to packages offered for sale or sold by traders to travellers with the exception of Article 17, and to assisted travel arrangements with the exception of Articles 4 to 14, Articles 18 and Article 21(1) <u>where they are offered for sale or sold by traders to travellers.</u>	1. This Directive shall apply to packages offered for sale or sold by traders to travellers with the exception of Articles 17, and to assisted <u>linked</u> travel arrangements with the exception of Articles 4 to 14 <u>and</u> Articles 18 and Article 21(1) <u>where they are offered for sale or sold by traders to travellers.</u>
76.	2. This Directive shall not apply to:		2. This Directive shall not apply to:	2. This Directive shall not apply to:
77.	(a) packages and assisted travel arrangements covering a period of less than 24 hours unless overnight accommodation is included;		(a) packages and assisted travel arrangements covering a period of less than 24 hours unless overnight accommodation is included;	(a) <u>to</u> packages and assisted <u>linked</u> travel arrangements covering a period of less than 24 hours unless overnight accommodation is included;

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78.		<p>AM 33</p> <p><i>(aa) packages and linked travel arrangements that are occasionally offered or put together by natural or legal persons where no direct or indirect financial gain is made from the sale of those packages or the facilitation of those linked travel arrangements and where the traveller has been duly informed by the responsible trader that this Directive shall not apply to such package or travel arrangement;</i></p>	<p><u>(aa) packages and assisted travel arrangements offered or facilitated on a not-for-profit basis, provided they are offered:</u></p> <p><u>- only to a limited group of travellers and</u></p> <p><u>- not more than occasionally;</u></p>	<p><u>(aa) where packages are offered or assisted travel arrangements are facilitated on a not-for-profit basis:</u></p> <p><u>- only to a limited group of travellers and</u></p> <p><u>- not more than occasionally;</u></p>

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79.	(b) ancillary contracts covering financial services;	AM 34 (b) <i>ancillary contracts covering travel services provided in addition to the package and booked without the involvement of the travel organiser or</i> ancillary contracts covering financial services;	(b) ancillary contracts covering financial services <u>concluded in connection with a package travel contract or an assisted travel arrangement</u> ;	(b) ancillary contracts covering financial services;
80.	(c) packages and assisted travel arrangements purchased on the basis of a framework contract between the traveller's employer and a trader specialising in the arrangement of business travel;	AM 35 (c) packages and <i>linked</i> travel arrangements purchased on the basis of a framework contract <i>for business travel between a business on whose behalf the traveller is travelling</i> and a trader;	(c) packages and assisted travel arrangements purchased on the basis of a framework contract between the traveller's employer and a trader specialising in the arrangement of business travel <u>for the arrangement of business travel between a trader and another natural or legal person who is acting for purposes relating to his trade, business, craft or profession or where a traveller specifies that he is travelling for professional purposes</u> ;	(c) to packages and assisted <u>linked</u> travel arrangements purchased on the basis of a framework contract <u>general agreement</u> between the traveller's employer and a trader specialising in the arrangement of business travel <u>for the arrangement of business travel between a trader and another natural or legal person who is acting for purposes relating to his trade, business, craft or profession</u> ;

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81.	(d) packages where not more than one travel service as referred to in points (a), (b), and (c) of Article 3(1) is combined with a travel service as referred to in point (d) of Article 3(1) if this service does not account for a significant proportion of the package; or	AM 36 (d) packages where not more than one travel service as referred to in points (a), (b), and (c) of Article 3(1) is combined with a travel service as referred to in point (d) of Article 3(1) if <i>the latter</i> service does not account for a significant proportion of the package <i>or clearly does not represent the reason for the trip or the ancillary service is clearly not marketed as the main element of the trip; or</i>	(d) packages where not more than one travel service as referred to in points (a), (b), and (c) of Article 3(1) is combined with a travel service as referred to in point (d) of Article 3(1) if this service does not account for a significant proportion of the package; or	(d) packages where not more than one travel service as referred to in points (a), (b), and (c) of Article 3(1) is combined with a travel service as referred to in point (d) of Article 3(1) if this service does not account for a significant proportion of the package; or <i>Moved to Article 3(2), second subpara.</i>
82.	(e) stand-alone contracts for a single travel service.		(e) stand-alone contracts covering exclusively for a single travel service;	(e) stand-alone contracts for a single travel service.
83.		AM 37 <i>(ea) carriage of passengers by bus, rail, water or air which includes accommodation, if the main component is clearly transport and such carriage is not combined with another travel service as referred to in</i>		

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		<i>points (b), (c) or (d) of Article 3(1).</i>		
84.			<u>(ea) contracts covered by Directive 2008/122/EC of the European Parliament and of the Council of 14 January 2009 on the protection of consumers in respect of certain aspects of timeshare, long-term holiday product, resale and exchange contracts.</u>	<i>Deleted</i>
85.				<u>(3) This Directive shall not affect national general contract law such as the rules on the validity, formation or effect of a contract, insofar as general contract law aspects are not regulated in this Directive</u>

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86.	<i>Article 3 Definitions</i>	<i>Article 3 Definitions</i>	<i>Article 3 Definitions</i>	Article 3 Definitions
87.	For the purposes of this Directive, the following definitions shall apply:		For the purposes of this Directive, the following definitions shall apply:	For the purposes of this Directive, the following definitions shall apply:
88.	(1) 'travel service' means:		(1) 'travel service' means:	(1) 'travel service' means:
89.	(a) carriage of passengers,		(a) carriage of passengers,	(a) carriage of passengers;
90.	(b) accommodation other than for residential purpose,	AM 38 (b) accommodation for residential <i>purposes, provided that such accommodation clearly serves a touristic purpose,</i>	(b) accommodation other than for residential purposes <u>and if it is not ancillary to carriage of passengers,</u>	(b) accommodation other than for residential purposes <u>which is not ancillary to carriage of passengers.</u>

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91.	(c) car rental or	AM 39 (c) rental <i>of cars, other vehicles or other means of transport</i> , or	(c) car rental or	(c) rental of cars, <u>of other motor vehicles within the meaning of Article 3 (11) of Directive 2007/46/EC or of motorcycles requiring a Category A driving licence under Article 4(3)(c) of Directive 2006/126/EC;</u> <i>*Motor vehicle means any power-driven vehicle which is moved by its own means, having at least four wheels, being complete, completed or incomplete, with a maximum design speed exceeding 25 km/h.</i>
92.	(d) any other tourist service not ancillary to carriage of passengers, accommodation or car rental;	AM 40 (d) any other tourist service not ancillary to carriage of passengers, accommodation or rental <i>of cars, other vehicles or other means of transport</i> ;	(d) any other tourist service, <u>including rental of other means of transport</u> , not ancillary to carriage of passengers, accommodation or car rental;	(d) any other tourist service not <u>intrinsically part of a travel service within the meaning of letters (a), (b) and (c);</u> ancillary to carriage of passengers, accommodation or car rental

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93.	(2) 'package' means a combination of at least two different types of travel services for the purpose of the same trip or holiday, if		(2) 'package' means a combination of at least two different types of travel services for the purpose of the same trip or holiday, if	(2) 'package' means a combination of at least two different types of travel services for the purpose of the same trip or holiday, if
94.	(a) those services are put together by one trader, including at the request or according to the selection of the traveller, before a contract on all services is concluded; or		(a) those services are put together combined by one trader, including at the request or according to the selection of the traveller, before a single contract on all services is concluded, or	(a) those services are put together combined by one trader, including at the request or according to the selection of the traveller, before a single contract on all services is concluded, or
95.	(b) irrespective of whether separate contracts are concluded with individual travel service providers, those services are		(b) irrespective of whether separate contracts are concluded with individual travel service providers, those services are:	(b) irrespective of whether separate contracts are concluded with individual travel service providers, those services are:
96.	(i) purchased from a single point of sale within the same booking process,	AM 41 (i) purchased from a single point of sale within the same booking process, <i>and all of those services have been selected by the traveller before the traveller has agreed to pay, or</i>	(i) purchased from a single point of sale and at least two different travel services have been selected before the traveller agrees to pay , within the same booking process	(i) purchased from a single point of sale and those services have been selected before the traveller agrees to pay , within the same booking process,

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97.	(ii) offered or charged at an inclusive or total price,	AM 42 (ii) offered or charged at an inclusive or total price, <i>or</i>	(ii) offered or charged at an inclusive or total price,	(ii) offered, <u>sold</u> or charged at an inclusive or total price,
98.	(iii) advertised or sold under the term 'package' or under a similar term,	AM 43 (iii) advertised or sold under the term 'package' or under a similar term, <i>or</i>	(iii) advertised or sold under the term 'package' or under a similar term, or	(iii) advertised or sold under the term 'package' or under a similar term,
99.	(iv) combined after the conclusion of a contract by which a trader entitles the traveller to choose among a selection of different types of travel services, or		(iv) combined after the conclusion of a contract by which a trader entitles the traveller to choose among a selection of different types of travel services, or	(iv) combined after the conclusion of a contract by which a trader entitles the traveller to choose among a selection of different types of travel services, or

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100.	(v) purchased from separate traders through linked online booking processes where the traveller's name or particulars needed to conclude a booking transaction are transferred between the traders at the latest when the booking of the first service is confirmed;	AM 44 (v) purchased from separate traders through linked online booking processes where the traveller's name <i>and other personal data, such as contact details, credit card details or passport details</i> , needed to conclude a booking transaction are transferred between the traders at the latest 24 hours after the booking of the first service is confirmed;	(v) purchased from separate traders through linked online booking processes where the traveller's name or particulars needed to conclude a booking transaction are transferred between the traders at the latest when the booking of the first service is confirmed.	(v) purchased from separate traders through linked online booking processes where the traveller's name, <u>payment details and e-mail address are transmitted from the trader with whom the first contract is concluded to another trader or traders and a contract with the latter trader or traders is concluded not more than 24 hours after the confirmation of the first travel service.</u> or particulars needed to conclude a booking transaction are transferred between the traders at the latest when the booking of the first service is confirmed;

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101.			<p><u>Combinations where not more than one travel service as referred to in points (a), (b), or (c) of paragraph 1 is combined with a travel service as referred to in point (d) of paragraph 1 are not packages if the latter service does not account for a significant proportion of the package, or is added only after the performance of a travel service in the sense of points (a), (b) or (c) has started.</u></p>	<p><u>A combination of travel services where not more than one type of travel service as referred to in letters (a), (b), or (c) of point 1 is combined with one or more tourist services as referred to in letter (d) of point 1 is not a package if the latter services:</u></p> <p><u>- do not account for a significant proportion of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination,</u></p> <p><u>- or are selected and purchased only after the performance of a travel service in the sense of letters (a), (b) or (c) of point 1 has started;</u></p>

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102.	(3) 'package travel contract' means a contract on the package as a whole or, if the package is provided under different contracts, all contracts covering services included in the package;		(3) 'package travel contract' means a contract on the package as a whole or, if the package is provided under different contracts, all contracts covering services included in the package;	(3) 'package travel contract' means a contract on the package as a whole or, if the package is provided under different contracts, all contracts covering services included in the package;
103.	(4) 'start of the package' means the beginning of the performance of the package;		(4) 'start of the package' means the beginning of the performance of <u>the first travel service included in</u> the package <u>travel contract</u> ;	(4) 'start of the package' means the beginning of the performance of <u>the travel service included in</u> the package;
104.	(5) 'assisted travel arrangement' means a combination of at least two different types of travel services for the purpose of the same trip or holiday, not constituting a package, resulting in the conclusion of separate contracts with the individual travel service providers, if a retailer facilitates the combination:	AM 45 (5) ' <i>linked</i> travel arrangement' means a combination of at least two different types of travel services for the purpose of the same trip or holiday, not constituting a package, resulting in the conclusion of separate contracts with the individual travel service providers, if <i>one of the providers involved or a</i> retailer facilitates the combination:	(5) 'assisted travel arrangement' means a combination of at least two different types of travel services <u>purchased</u> for the purpose of the same trip or holiday, not constituting a package <u>within the meaning of paragraph 2(b)</u> , resulting in the conclusion of separate contracts with the individual travel service providers, if a retailer <u>trader</u> facilitates, the combination:	(5) ' assisted <u>linked</u> arrangement' means a combination of at least two different types of travel services <u>purchased</u> for the purpose of the same trip or holiday, not constituting a package <u>within the meaning of paragraph 2(b)</u> , resulting in the conclusion of separate contracts with the individual travel service providers, if a retailer <u>trader</u> facilitates the combination :
105.		AM 46		

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	(a) on the basis of separate bookings on the occasion of a single visit or contact with the point of sale; or	(a) <i>where the traveller selects and agrees to pay for each travel service separately</i> on the occasion of a single visit or contact with the point of sale; or	(a) on the basis of separate bookings <u>on the occasion of a single visit or contact with its point of sale, the separate selection and separate payment of each travel service by travellers</u> on the occasion of a single visit or contact with its point of sale; or	(a) on the basis of separate bookings <u>on the occasion of a single visit or contact with its point of sale, the separate selection and separate payment of each travel service by travellers</u> on the occasion of a single visit or contact with its point of sale; or
106.	(b) through the procurement of additional travel services from another trader in a targeted manner through linked online booking processes at the latest when the booking of the first service is confirmed;	AM 47 (b) through the procurement of additional travel services from another trader in a targeted manner through linked online booking processes <i>where at least the traveller's name or contact details are transferred to the other trader and such additional services are procured</i> at the latest 24 hours after the booking of the first service is confirmed;	(b) <u>in a targeted manner,</u> through the procurement of additional travel services from another traders <u>where contracts with such other traders are concluded not more than 48 hours after the confirmation of the first travel service</u> in a targeted manner through linked online booking processes at the latest when the booking of the first service is confirmed;	(b) <u>in a targeted manner,</u> through the procurement of <u>at least one</u> additional travel service from another trader <u>and where a contract with such other trader is concluded not more than 24 hours after the confirmation of the first travel service,</u> in a targeted manner through linked online booking processes at the latest when the booking of the first service is confirmed; <u>Where not more than one type of travel service as referred to in letters (a), (b), or (c) of point 1 and one or more travel tourist</u>

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				<u>services as referred to in letter (d) of point 1 are purchased, they do not constitute a linked travel arrangement if the latter services do not account for a significant proportion of the combined value of the services and are not advertised as and do not otherwise represent an essential feature of the combination.</u>
107.	(6) 'traveller' means any person who is seeking to conclude or is entitled to travel on the basis of a contract concluded within the scope of this Directive, including business travellers insofar as they do not travel on the basis of a framework contract with a trader specialising in the arrangement of business travel;		(6) 'traveller' means any person who is seeking to conclude or is entitled to travel on the basis of a contract concluded within the scope of this Directive, including business travellers insofar as they do not travel on the basis of a framework contract. with a trader specialising in the arrangement of business travel;	(6) 'traveller' means any person who is seeking to conclude or is entitled to travel on the basis of a contract concluded within the scope of this Directive; including business travellers insofar as they he does not travel on the basis of a framework contract with a trader specialising in the arrangement of business travel

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108.	(7) 'trader' means any person, who is acting for purposes relating to his trade, business, craft or profession;		(7) 'trader' means any <u>natural person or legal person, irrespective of whether privately or publicly owned</u> , who is acting, <u>including through any other person acting in his name or on his behalf</u> , for purposes relating to his trade, business, craft or profession <u>in relation to contracts covered by this Directive</u> ;	(7) 'trader' means any <u>natural person or any legal person, irrespective of whether privately or publicly owned</u> , who is acting, <u>including through any other person acting in his name or on his behalf</u> , for purposes relating to his trade, business, craft or profession <u>in relation to contracts covered by this Directive, whether acting in the capacity of organiser, retailer, trader facilitating a linked travel arrangement or as a travel service provider</u> ;

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109.	(8) 'organiser' means a trader who combines and sells or offers for sale packages, either directly or through another trader or together with another trader; where more than one trader meets any of the criteria referred to in point (b) of paragraph 2, all of those traders are considered as organisers, unless one of them is designated as organiser and the traveller is informed accordingly;	AM 48 (8) 'organiser' means a trader who combines and sells or offers for sale packages, either directly or through another trader or together with another trader <i>or who facilitates the combination and procurement of such packages</i> ; where more than one trader meets any of the criteria referred to in point (b) of paragraph 2, all of those traders are considered as organisers, unless one of them is designated as organiser and the traveller is informed accordingly;	(8) 'organiser' means a trader who combines and sells or offers for sale packages in the sense of paragraph 2, either directly or through another trader or together with another trader; where more than one trader meets any of the criteria referred to in point (b) of paragraph 2, all of those traders are considered as organisers, unless one of them is designated as organiser and the traveller is informed accordingly;	(8) 'organiser' means a trader who combines and sells or offers for sale packages <u>in the sense of paragraph 2</u> , either directly or through another trader or together with another trader; <u>or, the trader who transmits the traveller's data to another trader in accordance with point (b) (v) of paragraph 2</u> ; where more than one trader meets any of the criteria referred to in point (b) of paragraph 2, all of those traders are considered as organisers, unless one of them is designated as organiser and the traveller is informed accordingly;

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110.	(9) 'retailer' means a trader other than the organiser who:		(9) 'retailer' means a trader other than the organiser who:	(9) 'retailer' means a trader other than the organiser who:
111.	(a) sells or offers for sale packages or	AM 49 (a) sells or offers for sale packages <i>put together by the organiser</i> ; or	(a) sells or offers for sale <u>packages combined by an organiser</u> ; or	(a) sells or offers for sale packages <u>combined by an organiser</u> ; or
112.	(b) facilitates the procurement of travel services which are part of an assisted travel arrangement by assisting travellers in concluding separate contracts for travel services with individual service providers;	AM 50 (b) facilitates the procurement of travel services which are part of <i>a linked</i> travel arrangement by assisting travellers in concluding separate contracts for travel services with individual service providers, <i>one of whom may be the retailer himself</i> ;	(b) facilitates the procurement of travel services which are part of an assisted travel arrangement by assisting travellers in concluding separate contracts for travel services with individual service providers;	(b) facilitates the procurement of travel services which are part of an assisted travel arrangement by assisting travellers in concluding separate contracts for travel services with individual service providers;
113.			<u>(9a) “establishment” means establishment as referred to in Article 49 of the Treaty and in Article 4(5) of Directive 2006/123/EC on services in the single market;</u>	<u>(9a) “establishment” means establishment as referred to in Article 4(5) of Directive 2006/123/EC;</u>

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114.	(10) 'durable medium' means any instrument which enables the traveller or the trader to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;		(10) 'durable medium' means any instrument which enables the traveller or the trader to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;	(10) 'durable medium' means any instrument which enables the traveller or the trader to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;
115.	(11) 'unavoidable and extraordinary circumstances' means a situation beyond the control of the trader the consequences of which could not have been avoided even if all reasonable measures had been taken;	AM 51 (11) 'unavoidable and extraordinary circumstances' means <i>an unforeseeable situation</i> beyond the control of the trader, the consequences of which could not have been avoided even if all <i>due care</i> had been <i>exercised</i> ;	(11) 'unavoidable and extraordinary circumstances' means a situation beyond the control of the trader <u>the party who invokes such situation</u> the consequences of which could not have been avoided even if all reasonable measures had been taken;	(11) 'unavoidable and extraordinary circumstances' means a situation beyond the control of the trader <u>the party who invokes such a situation</u> the consequences of which could not have been avoided even if all reasonable measures had been taken;

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116.	(12) 'lack of conformity' means lack of and improper performance of the travel services included in a package.	AM 52 (12) 'lack of conformity' means lack of or improper performance of the travel services included in a package;	(12) 'lack of conformity' means lack of and or improper performance of the travel services included in a package;	(12) 'lack of conformity' means lack of and or improper performance of the travel services included in a package;
117.		AM 53 <i>(12a) 'ancillary services' means a non-stand-alone touristic service in the context of the provision or supplementing of travel services such as, in particular, travel insurance, transport between a station and the accommodation or to the airport of departure and in the context of excursions, transport of luggage, meals and cleaning services provided as part of accommodation.</i>		

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118.			<u>(13) 'minor' means a person below the age of 18 years;</u>	<u>(12a) 'minor' means a person below the age of 18 years;</u>
119.			<u>(14) 'point of sale' means any retail premises, whether movable or immovable, as well as a retail website or similar online sales facility, including where retail websites or online sales facilities are presented to the travellers as a single facility, including a telephone service;</u>	<u>(12b) 'point of sale' means any retail premises, whether movable or immovable, or a retail website or similar online sales facility, including where retail websites or online sales facilities are presented to the travellers as a single facility, including a telephone service;</u>
120.			<u>(15) 'repatriation' means the traveller's return to the place of departure or to another place the parties agree on.</u>	<u>(12c) 'repatriation' means the traveller's return to the place of departure or to another place the parties agree on.</u>
121.	Chapter II Information obligations and content of the package travel contract	Chapter II Information obligations and content of the package travel contract	Chapter II Information obligations and content of the package travel contract	Chapter II Information obligations and content of the package travel contract
122.	<i>Article 4 Pre-contractual information</i>	<i>Article 4 Pre-contractual information</i>	<i>Article 4 Pre-contractual information</i>	<i>Article 4 Pre-contractual information</i>
123.	1. Member States shall ensure that, before the traveller is	AM 54 1. Member States shall ensure that, before the traveller is bound	1. Member States shall ensure that, before the traveller is bound by any	1. Member States shall ensure that, before the traveller is bound

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	bound by any package travel contract or any corresponding offer, the organiser and, where the package is sold through a retailer, also the retailer shall provide the traveller with the following information where applicable to the package:	by any package travel contract or any corresponding offer, the organiser shall provide the traveller with the following information where applicable to the package:	package travel contract or any corresponding offer, the organiser and, where the package is sold through a retailer, also the retailer shall provide the traveller with the following information where applicable to the package:	by any package travel contract or any corresponding offer, the organiser and, where the package is sold through a retailer, also the retailer shall provide the traveller <u>with the relevant standard information form as set out in Annex Ia Part A or B, and</u> with the following information where applicable to the package:
124.	(a) the main characteristics of the travel services:		(a) the main characteristics of the travel services:	(a) the main characteristics of the travel services:
125.	(i) the travel destination(s), itinerary and periods of stay, with dates;	AM 55 (i) the travel destination(s), itinerary and periods of stay, with dates, <i>and the number of nights included;</i>	(i) the travel destination(s), itinerary and periods of stay, with dates <u>and, where accommodation is included, the number of nights included;</u>	(i) the travel destination(s), itinerary and periods of stay, with dates <u>and, where accommodation is included, the number of nights included;</u>
126.	(ii) the means, characteristics and categories of transport, the points, dates and time of departure and return or, where the exact time is not yet determined, the approximate	AM 56 (ii) the means, characteristics and categories of transport, the points, dates and time of departure and return, the duration and places of intermediate stops and transport connections.	(ii) the means, characteristics and categories of transport, the points, dates and time of departure and return or, where the exact time is not yet determined, the approximate time of departure and	(ii) the means, characteristics and categories of transport, the points, dates and time of departure and return or, where the exact time is not yet determined, the approximate time of departure and

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	time of departure and return, the duration and places of intermediate stops and transport connections;	<p><i>Where the exact time is not yet determined, the trader shall inform the traveller of the approximate time of departure and return.</i></p> <p><i>Where no indicative time can be determined, the retailer shall inform the traveller accordingly;</i></p>	return, the duration and places of intermediate stops and transport connections;	return , the duration and places of intermediate stops and transport connections;

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				<u>Where the exact time is not yet determined, the trader shall inform the traveller of the approximate time of departure and return;</u>
127.	(iii) the location, main features and tourist category of the accommodation;	AM 57 (iii) the location, main features and <i>official</i> category of the <i>accommodation assigned by the competent body in the place in which the accommodation is located</i> ;	(iii) the location, main features and, <u>where applicable</u> , tourist category of the accommodation <u>under the rules of the host country concerned</u> ;	(iii) the location, main features and, <u>where applicable</u> , tourist category of the accommodation <u>under the rules of the host country concerned</u> ;
128.	(iv) whether meals are provided and, if so, the meal plan;		(iv) whether meals are provided and, if so, the meal plan;	(iv) whether meals are provided and, if so, the meal plan;

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129.	(v) visits, excursion(s) or other services included in the total price agreed for the package;		(v) visits, excursion(s) or other services included in the total price agreed for the package;	(v) visits, excursion(s) or other services included in the total price agreed for the package;
130.		AM 58 <i>(va) whether any of the travel services shall be provided to the traveller as a part of a group and, if that is the case, how many people are expected to participate;</i>		<u>(va) where this is not apparent from the context, whether any of the travel services will be provided to the traveller as part of a group, and if that is the case and where that is possible, the approximate size of the group;</u>
131.	(vi) the language(s) in which the activities will be carried out and	AM 59 <i>deleted</i>	(vi) <u>where the traveller's benefit from other tourist services depends on effective oral communication,</u> the language in which the activities <u>those services</u> will be carried out, and,	(vi) <u>where the traveller's benefit from other tourist services depends on effective oral communication,</u> the language in which the activities <u>those services</u> will be carried out, and,

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132.	(vii) whether access for persons with reduced mobility is guaranteed throughout the trip or holiday;	AM 60 (vii) <i>upon traveller request</i> , whether access for persons with <i>a certain degree of</i> reduced mobility is guaranteed throughout the trip or holiday;	(vii) whether <u>the trip or holiday is generally suited</u> access for persons with reduced mobility is guaranteed throughout the trip or holiday , and, <u>-upon request of the traveller, also precise information on suitability of the trip or holiday in light of the traveller's needs;</u>	(vii) whether <u>the trip or holiday is generally suitable</u> access for persons with reduced mobility is guaranteed throughout the trip or holiday and, <u>upon request of the traveller, precise information on the suitability of the trip or holiday in the light of the traveller's needs;</u>
133.	(b) the trading name, the geographical address of the organiser and, where applicable, the retailer, as well as their telephone number and e-mail address;		(b) the trading name, the geographical address of the organiser and, where applicable, the retailer, as well as their telephone number and, <u>where applicable</u> , e-mail address;	(b) the trading name <u>and</u> geographical address of the organiser and, where applicable, <u>of</u> the retailer, as well as their telephone number and e-mail address;

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134.	(c) the total price of the package inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance, the fact that the traveller may have to bear such additional costs;	AM 61 (c) the total price of the package inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance, the fact that the traveller may have to bear such additional costs <i>and the nature of such costs; the total price must be presented in the form of a detailed invoice setting out all the costs of the travel service in a transparent manner;</i>	(c) the total price of the package inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance <u>of the conclusion of the contract</u> , the fact that the traveller may have to bear such additional costs;	(c) the total price of the package inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance; <u>of the conclusion of the contract, an indication of the type of additional costs which the traveller may still have to bear;</u> the fact that the traveller may have to bear such additional costs;
135.	(d) the arrangements for payment and, where applicable, the existence and the conditions for deposits or other financial guarantees to be paid or provided by the traveller;		(d) the arrangements for payment, <u>including any amount or percentage of the price which is to be paid as a down payment and the timetable for payment of the balance,</u> and, where applicable, the existence and the conditions for deposits or other financial guarantees to be paid or provided by the traveller;	(d) the arrangements for payment, <u>including any amount or percentage of the price which is to be paid as a down payment and the timetable for payment of the balance,</u> and, where applicable, the existence and the conditions for deposits or other financial guarantees to be paid or provided by the traveller;

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136.	(e) the minimum number of persons required for the package to take place and a time-limit of at least 20 days before the start of the package for the possible cancellation if that number is not reached;	AM 62 (e) <i>where appropriate</i> , the minimum number of persons required for the package to take place and <i>the</i> time-limit <i>referred to in Article 10(3)</i> before the start of the package for the possible cancellation if that number is not reached;	(e) <u>where appropriate</u> the minimum number of persons required for the package to take place and a <u>the</u> time-limit of at least 20 days <u>referred to in Article 10(3)</u> before the start of the package for the possible cancellation if that number is not reached;	(e) the minimum number of persons required for the package to take place and a <u>the</u> time-limit of at least 20 days <u>referred to in point (a) of Article 10(3)</u> before the start of the package for the possible cancellation <u>termination of the contract</u> if that number is not reached;
137.	(f) general information on passport and visa requirements, including approximate periods for obtaining visas, for nationals of the Member State(s) concerned and information on health formalities;		(f) general information on passport and visa requirements, including approximate periods for obtaining visas , for nationals of the Member State(s) concerned and information on health formalities;	(f) general information on passport and visa requirements, including approximate periods for obtaining visas, for nationals of the Member State(s) concerned and information on health formalities <u>of the country of destination</u> ;

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138.		<p>AM 63</p> <p><i>(fa) information on the optional conclusion of an insurance policy to cover the costs of cancellation by the traveller or the cost of repatriation in the event of accident or illness;</i></p>		
139.	(g) confirmation that the services constitute a package within the meaning of this Directive.		(g) confirmation that the services constitute a package within the meaning of this Directive <u>and information on the provision of insolvency protection which applies to the package in accordance with Annex 1;</u>	(g) confirmation that the services constitute a package within the meaning of this Directive.
140.		<p>AM 64</p> <p><i>(ga) information that, in accordance with Article 10, the traveller or the organiser may terminate the contract at any time before the start of the package and upon the payment of an applicable reasonable standardised termination fee, if any;</i></p>		<u>(ga) information that the traveller may terminate the contract at any time before the start of the package against payment of a reasonable fee in accordance with Article 10 paragraph 1, and, where applicable, the standardised fees requested by the organiser;</u>

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			<u>(ga) information on optional or compulsory insurance to cover the cost of cancellation by the traveller or the cost of assistance, including repatriation, in the event of accident or illness;</u>	<u>(fa) information on optional or compulsory insurance to cover the cost of cancellation by the traveller or the cost of assistance, including repatriation, in the event of accident, illness or death;</u>
141.		AM 65 <i>(gb) the possibility of transferring the package travel contract to another traveller, and possible limitations on, and consequences of, such transfer.</i>		
142.			<u>(gb) that the traveller will benefit from the rights granted by Articles 8 (2), 19, 21 and 22 of Directive 2011/83/EU.</u>	Deleted

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143.				<u>For contracts concluded by telephone, the organiser shall provide the traveller with the standard information set out in Annex Ia, Part A, and the information requirements set out in points (a) to (fa) of this paragraph.</u>
144.		AM 66 <i>1a. Where a package is sold through a retailer, the retailer shall provide the traveller without delay with the full information referred to in paragraph 1.</i>		
				<u>1a. With reference to packages as defined in Article 3(2)(b)(v) the organiser and the trader to whom the data are transmitted shall ensure that each of them provides, before the traveller is bound by a contract or any corresponding offer, the information listed in points (a) – (fa) of paragraph 1 in so far as it is relevant for the respective</u>

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				<u>travel services they offer. The organiser shall also provide, at the same time, the information specified in Annex 1a Part C.</u>
145.	2. The information referred to in paragraph 1 shall be provided in a clear and prominent manner.	AM 67 2. The information referred to in paragraph 1 shall be provided in a clear, <i>comprehensible</i> and prominent manner.	2. The information referred to in paragraph 1 shall be provided in a clear, <u>comprehensible</u> and prominent manner. <u>Where such information is provided in writing, it shall be legible.</u>	2. The information referred to in paragraphs 1 <u>and 1a</u> shall be provided in a clear, <u>comprehensible</u> and prominent manner. <u>Where such information is provided in writing, it shall be legible.</u>
146.		AM 68 <i>2a. Where a travel contract is concluded by electronic means, the organiser shall make the traveller aware in a clear and prominent manner, and directly before the traveller places his order, of the information provided for in points (a)(i), (ii), (iii), (iv), (v), (c), and (d) of paragraph 1. The second subparagraph of Article 8(2) of Directive 2011/83/EU shall</i>		

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		<i>apply accordingly.</i>		
147.		<p>AM 69</p> <p><i>2b. As regards compliance with the information requirements laid down in this Chapter, the burden of proof shall be on the trader.</i></p>		
148.	<p><i>Article 5</i></p> <p>Binding character of pre-contractual information and conclusion of the contract</p>	<p><i>Article 5</i></p> <p><i>Binding character of pre-contractual information and conclusion of the contract</i></p>	<p><i>Article 5</i></p> <p><i>Binding character of pre-contractual information and conclusion of the contract</i></p>	<p>Article 5</p> <p>Binding character of pre-contractual information and conclusion of the <u>package travel</u> contract</p>

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149.	<p>1. Member States shall ensure that the organiser may not change the information made known to the traveller pursuant to points (a), (c), (d), (e) and (g) of Article 4, unless the organiser reserves the right to make changes to that information and communicates any changes to the traveller in a clear and prominent manner before the conclusion of the contract.</p>	<p>AM 70</p> <p>1. Member States shall ensure that the organiser may not change the information made known to the traveller pursuant to points (a), (c), (d), (e), (f), (g) <i>and (ga)</i> of Article 4(1), <i>which shall form an integral part of the package travel contract and shall not be altered</i> unless the <i>contracting parties expressly agree otherwise. All changes to the pre-contractual information shall be communicated</i> to the traveller in a clear and prominent manner before the conclusion of the contract.</p>	<p>1. Member States shall ensure that the organiser may not change the information made known <u>provided</u> to the traveller pursuant to points (a), (c), (d), (e) and (g) of Article 4(1), unless the organiser reserves the right to make changes to that information and communicates any changes to the traveller in a clear and prominent manner before the conclusion of the contract <u>shall form an integral part of the package travel contract and shall not be altered unless the contracting parties expressly agree otherwise.</u></p>	<p>1. Member States shall ensure that the organiser may not change the information made known <u>provided</u> to the traveller pursuant to points (a), (c), (d), (e), and (ga) (g) of Article 4(1), unless the organiser reserves the right to make changes to that information and communicates any changes to the traveller in a clear and prominent manner before the conclusion of the contract <u>shall form an integral part of the package travel contract and shall not be altered unless the contracting parties expressly agree otherwise. All changes to the pre-contractual information shall be communicated</u> to the traveller in a clear and prominent manner before the conclusion of the contract.</p>

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150.	2. If the information on additional charges, fees or other costs referred to in point (c) of Article 4 is not provided prior to the conclusion of the contract, the traveller shall not bear those fees, charges or other costs.	AM 71 2. If the information on additional charges, fees or other costs referred to in point (c) of Article 4(I) is not provided prior to the conclusion of the contract, the traveller shall not bear those fees, charges or other costs.	2. If the information on additional fees, charges or other costs referred to in point (c) of Article 4(1) is not provided prior to the conclusion of the contract, the traveller shall not bear those fees, charges or other costs.	2. If the information on additional charges, fees or other costs referred to in point (c) of Article 4(1) is not provided prior to the conclusion of the contract, the traveller shall not bear those fees, charges or other costs.
151.	3. At or immediately after the conclusion of the contract, the organiser shall provide the traveller with a copy of the contract or a confirmation of the contract on a durable medium.	AM 72 3. At or <i>without delay</i> after the conclusion of the contract, the organiser shall provide the traveller with a copy of the contract or a confirmation of the contract on a durable medium.	3. At or immediately after the conclusion of the contract, the organizer shall provide the traveller with a copy of the contract or a confirmation of the contract on a durable medium.	3. At or immediately after the conclusion of the contract, the organizer shall provide the traveller with a copy of the contract or a confirmation of the contract on a durable medium.

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152.	<i>Article 6 Content of the package travel contract and documents to be supplied before the start of the package</i>	<i>Article 6 Content of the package travel contract and documents to be supplied before the start of the package</i>	<i>Article 6 Content of the package travel contract and documents to be supplied before the start of the package</i>	Article 6 Content of the package travel contract and documents to be supplied before the start of the package
153.	1. Member States shall ensure that package travel contracts are in plain and intelligible language and, in so far as they are in writing, legible.		1. Member States shall ensure that package travel contracts are in plain and intelligible language and, in so far as they are in writing, legible. <u>At the conclusion of the contract or without undue delay thereafter, the organiser or retailer shall provide the traveller with a copy or confirmation of the contract on a durable medium. The traveller is entitled to request a paper copy if the contract has been concluded in the presence of the organiser or retailer.</u>	Member States shall ensure that package travel contracts are in plain and intelligible language and, in so far as they are in writing, legible. <u>At the conclusion of the contract or without undue delay thereafter, the organiser or retailer shall provide the traveller with a copy or confirmation of the contract on a durable medium. The traveller shall be entitled to request a paper copy if the contract has been concluded in the presence of the organiser or retailer.</u> <u>With respect to off-premises contracts, the contract shall be provided to the traveller on paper, or if the traveller agrees, on another durable medium.</u>

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154.	2. The contract or the confirmation of the contract shall include all the information referred to in Article 4. It shall include the following additional information:	AM 74 2. The <i>text of the</i> contract or the confirmation of the contract shall <i>set out the full content of the contract and in particular</i> the information <i>pursuant to</i> Article 4 <i>which has become an integral part of the contract. The text of the contract or confirmation of the contract</i> shall include the following additional information:	2. The contract or the confirmation of the contract shall include all the information referred to in Article 4 (1) It shall include <u>and</u> the following additional information:	2. The contract or the confirmation of the contract <u>shall set out the full content of the agreement which</u> shall include all the information referred to in <u>points (a) to (ga)</u> of Article 4 (1) It shall include <u>and</u> the following additional information:
155.	(a) special requirements of the traveller which the organiser has accepted;		(a) special requirements of the traveller which the organiser has accepted;	(a) special requirements of the traveller which the organiser has accepted;
156.	(b) information that the organiser is:		(b) information that the organiser is:	(b) information that the organiser is:

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157.	(i) responsible for the proper performance of all included travel services;		(i) responsible for the proper performance of all included travel services <u>and</u>	(i) responsible for the proper performance of all <u>travel services</u> included travel services <u>in the contract and</u>
158.	(ii) obliged to provide assistance if the traveller is in difficulty in accordance with Article 14;		(ii) obliged to provide assistance if the traveller is in difficulty in accordance with Article 14;	(ii) obliged to provide assistance if the traveller is in difficulty in accordance with Article 14;
159.	(iii) obliged to procure insolvency protection for refund and repatriation in accordance with Article 15, as well as the name of the entity providing the insolvency protection and its contact details, including its geographical address;		(iii) obliged to procure insolvency protection for refund and repatriation in accordance with Article 15, as well as the name of the entity providing the insolvency protection and its contact details, including its geographical address;	(iii) obliged to procure insolvency protection for refund and repatriation in accordance with Article 15, as well as the name of the entity providing the insolvency protection and its contact details, including its geographical address;

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160.	(c) the details of a contact point where the traveller can complain about any lack of conformity which he perceives on the spot;	AM 75 <i>deleted</i>	(c) the details <u>such as name, address, telephone number and, where applicable, e-mail address and the fax number of the organiser's local representative,</u> a contact point <u>or an emergency service which enables where the traveller to contact the trader quickly and communicate with him efficiently, can complain to seek assistance when</u> in difficulty <u>or to complain</u> about any lack of conformity perceived during the performance of the package which on the spot;	(c) the details of <u>name, address, telephone number, e-mail address and, where applicable, the fax number of the organiser's local representative,</u> a contact point where the traveller can complain <u>or an emergency service which enables the traveller to contact the organiser quickly and communicate with him efficiently, to seek assistance when</u> in difficulty <u>or to complain</u> about any lack of conformity perceived during the performance of the package which on the spot;
160a.				<u>(ca) information that the traveller is required to communicate any lack of conformity which he perceives during the performance of the package in accordance with Article 11(1a);</u>

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161.	(d) the name, geographical address, telephone number and e-mail address of the organiser's local representative or contact point whose assistance a traveller in difficulty could request or, where no such representative or contact point exists, an emergency telephone number or the indication of other ways of contacting the organiser;	AM 76 <i>deleted</i>	(d) the name, geographical address, telephone number, and e-mail address of the organiser's local representative or contact point whose assistance a traveller in difficulty could request or, where no such representative or contact point exists, an emergency telephone number or the indication of other ways of contacting the organiser;	(d) the name, geographical address, telephone number, and e-mail address of the organiser's local representative or contact point whose assistance a traveller in difficulty could request or, where no such representative or contact point exists, an emergency telephone number or the indication of other ways of contacting the organiser;
162.	(e) information that the traveller may terminate the contract at any time before the start of the package against payment of an appropriate compensation or a reasonable standardised termination fee if such fees are specified in accordance with Article 10 (1);	AM 77 <i>deleted</i>	(e) information that the traveller may terminate the contract at any time before the start of the package against payment of an appropriate compensation or a reasonable standardised termination fee <u>or an appropriate termination fee calculated</u> if such fees are specified in accordance with Article 10 (1);	(e) information that the traveller may terminate the contract at any time before the start of the package against payment of an appropriate compensation or a reasonable standardised termination fee if such fees are specified in accordance with Article 10 (1);

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163.	(f) where minors travel on a package that includes accommodation, information enabling direct contact with the minor or the person responsible at the minor's place of stay;	AM 78 (f) where minors travel <i>unaccompanied by their parents or guardians</i> on a package that includes accommodation, information enabling direct contact with the minor or the person responsible at the minor's place of stay <i>by a parent or guardian</i> ;	(f) where minors, <u>unaccompanied by a parent or another authorised adult</u> , travel on a package that includes accommodation, information enabling direct contact with the minor or the person responsible at the minor's place of stay;	(f) where minors, <u>unaccompanied by a parent or another authorised person</u> , travel on <u>the basis of</u> a package <u>travel contract</u> that includes accommodation, information enabling direct contact with the minor or the person responsible at the minor's place of stay;
164.	(g) information on available alternative and online dispute resolution mechanisms.	AM 79 (g) information on available <i>in-house complaint handling procedures and alternative dispute resolution mechanisms pursuant to Directive 2013/11/EU of the European Parliament and of the Council^{1a}</i> and online dispute resolution mechanisms <i>pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council^{1b}</i> .	(g) information on available <u>in-house complaint handling procedures and on alternative dispute resolution entities as defined in point h of Article 4 (1) of Directive 2013/11/EU of the European Parliament and of the Council by which the trader is covered</u> and, <u>where applicable, on the online dispute resolution mechanisms platform pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council</u> ;	g) information on available <u>in-house complaint handling procedures and on alternative dispute resolution ('ADR') mechanisms pursuant to Directive 2013/11/EU of the European Parliament and of the Council, and, where applicable, on the ADR entity by which the trader is covered and on the online dispute resolution mechanisms platform pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council</u> ;

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165.			<u>(h) information on the traveller's right to transfer the contract to another traveller in accordance with Article 7;</u>	<u>(h) information on the traveller's right to transfer the contract to another traveller in accordance with Article 7;</u>
165a.				<p><u>2a. With reference to packages as defined in Article 3 (2)(b)(v), the trader to whom the data are transmitted shall inform the organiser of the conclusion of the contract leading to the creation of a package. He shall provide the organiser with the information necessary to comply with its obligations as an organiser.</u></p> <p><u>As soon as he is informed that a package has been created, the organiser shall provide the information referred to in points (a) to (h) of paragraph 2 to the traveller on a durable medium.</u></p>

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166.	3. The information referred to in paragraph 2 shall be provided in a clear and prominent manner.	AM 80 3. The information referred to in paragraph 2 shall be provided in a clear, <i>comprehensible</i> and prominent manner.	3. The information referred to in paragraph 2 shall be provided in a clear, <u>comprehensible</u> and prominent manner.	3. The information referred to in paragraphs 2 and 2a shall be provided in a clear, <u>comprehensible</u> and prominent manner.
167.			<u>3a Member States may maintain or introduce in their national law language requirements regarding the contractual information, so as to ensure that such information is easily understood by the consumer.</u>	<i>Covered by Art.25 (2)</i> <i>deleted</i>
168.	4. In good time before the start of the package, the organiser shall provide the traveller with the necessary receipts, vouchers or tickets, including information on the precise times of departure, intermediate stops, transport connections and arrival.	AM 81 4. In good time before the start of the package, the organiser shall provide the traveller with the <i>following information:</i>	4. In good time before the start of the package, the organiser shall provide the traveller with the necessary receipts, vouchers or tickets, including information on the precise <u>scheduled</u> times of departure <u>and, where applicable, the deadline for check-in, as well as the scheduled times for</u> intermediate stops, transport connections and arrival.	4. In good time before the start of the package, the organiser shall provide the traveller with the necessary receipts, vouchers or tickets, including information on the precise <u>scheduled</u> times of departure <u>and, where applicable, the deadline for check-in, as well as the scheduled times for</u> intermediate stops, transport connections and arrival.

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169.		<i>(a) necessary receipts, vouchers or tickets, including information on the precise times of departure, intermediate stops, transport connections and arrival;</i>		
170.		<i>(b) all relevant contact details in case the traveller perceives any lack of conformity, and details of how the traveller should proceed;</i>		
171.		<i>(c) the name, geographical address, telephone number and e-mail address of the organiser's local representative or contact point whose assistance a traveller in difficulty could request or, where no such representative or contact point exists, an emergency telephone number or the indication of other ways of contacting the organiser.</i>		

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172.			<u>Article 6a</u>	<u>Article 6a</u> <u>Burden of proof</u>
173.			<u>As regards compliance with the information requirements laid down in this Chapter, the burden of proof shall be on the trader.</u>	<u>As regards compliance with the information requirements laid down in this Chapter, the burden of proof shall be on the trader.</u>
174.	Chapter III Changes to the contract before the start of the package	Chapter III Changes to the contract before the start of the package	Chapter III Changes to the contract before the start of the package	Chapter III Changes to the contract before the start of the package
175.	<i>Article 7</i> <i>Transfer of the contract to another traveller</i>	<i>Article 7</i> <i>Transfer of the contract to another traveller</i>	<i>Article 7</i> <i>Transfer of the contract to another traveller</i>	<i>Article 7</i> <i>Transfer of the contract to another traveller</i>

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176.	1. Member States shall ensure that a traveller may, after giving the organiser reasonable notice on a durable medium before the start of the package, transfer the contract to a person who satisfies all the conditions applicable to that contract.	AM 82 1. Member States shall ensure that a traveller may, after giving the organiser <i>or the retailer</i> notice on a durable medium <i>within a maximum of seven days</i> before the start of the package, transfer the contract to a person who satisfies all the conditions applicable to that contract.	1. Member States shall ensure that a traveller may, after giving the organiser reasonable notice on a durable medium before the start of the package, transfer the contract to a person who satisfies all the conditions applicable to that contract.	1. Member States shall ensure that a traveller may, after giving the organiser reasonable notice on a durable medium before the start of the package, transfer the contract to a person who satisfies all the conditions applicable to that contract. <u>Notice at the latest seven days before the start of the package is in any event deemed to be reasonable.</u>
177.	2. The transferor of the contract and the transferee shall be jointly and severally liable for the payment of the balance due and for any additional fees, charges or other costs arising from the transfer. Those costs shall not be unreasonable and in any case shall not exceed the actual cost borne by the organiser.	AM 83 2. The transferor of the contract and the transferee shall be jointly and severally liable for the payment of the balance due and for any additional fees, charges or other costs, <i>if any</i> , arising from the transfer. <i>The organiser shall inform the transferor and the transferee about the possible costs of such transfer, which in any case</i> shall not be unreasonable and shall not exceed the actual cost <i>incurred</i>	2. The transferor of the contract and the transferee shall be jointly and severally liable for the payment of the balance due and for any additional fees, charges or other costs arising from the transfer. Those costs shall not be unreasonable and in any case shall not exceed the actual cost borne by the organiser <u>due to the transfer of the contract.</u>	2. The transferor of the contract and the transferee shall be jointly and severally liable for the payment of the balance due and for any additional fees, charges or other costs arising from the transfer. Those costs <u>The organiser shall inform the transferor about the actual costs of the transfer.</u> Those costs shall not be unreasonable and in any case shall not exceed the actual cost borne <u>incurred</u> by the

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		by the organiser.		organiser <u>due to the transfer of the contract</u> .
178.		AM 84 <i>The organiser shall be responsible for providing proof of the additional fees, charges or other costs arising from the transfer of the contract.</i>	2a It will be for the organiser to prove the additional expenses or costs resulting from the transfer of the contract.	2a. The organiser shall prove the additional fees, charges or other costs arising from the transfer of the contract.
179.	<i>Article 8 Alteration of the price</i>	<i>Article 8 Alteration of the price</i>	<i>Article 8 Alteration of the price</i>	Article 8 Alteration of the price
180.	1. Member States shall ensure that prices are not subject to revision, unless the contract expressly reserves the possibility of an increase and obliges the organiser to reduce prices to the same extent as a direct consequence of changes:		1. Member States shall ensure that prices are not subject to revision <u>after the conclusion of the contract, prices may be increased only if</u> unless the contract expressly reserves the <u>this</u> possibility <u>and states that the traveller is entitled to price reduction under paragraph 4. In that case the contract shall state how price revisions are to be calculated.</u> of an increase and obliges the organiser to reduce prices to the same extent. Price increases shall be possible exclusively as a direct consequence	1. Member States shall ensure that prices are not subject to revision <u>after the conclusion of the contract, prices may be increased only if</u> unless the contract expressly reserves the <u>this</u> possibility <u>and states that the traveller is entitled to price reduction under paragraph 4. In that case the contract shall state how price revisions are to be calculated.</u> of an increase and obliges the organiser to reduce prices to the same extent. Price increases shall be possible exclusively as a direct

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			of changes <u>in</u> :	consequence of changes <u>in</u> :
181.	(a) in the cost of fuel for the carriage of passengers,	AM 85 (a) in the <i>price of passenger transport services resulting from the</i> cost of fuel for the carriage of passengers,	(a) in the cost of fuel <u>or other power sources</u> for the carriage of passengers,	(a) in the <u>price of carriage of passenger services resulting from the</u> cost of fuel <u>or other power sources</u> for the carriage of passengers,
182.	(b) in the level of taxes or fees on the included travel services imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or		(b) in the level of taxes or fees on the included travel services imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or	(b) in the level of taxes or fees on the included travel services imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or
183.	(c) in the exchange rates relevant to the package.		(c) in the exchange rates relevant to the package.	(c) in the exchange rates relevant to the package.

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184.		<p>AM 86</p> <p><i>1a. A price reduction pursuant to paragraph 1 of 3% or more shall be passed on to the traveller. A price increase pursuant to paragraph 1 may be passed on to the traveller only if the price changes by 3% or more. In the event of a price reduction of 3% or more, the organiser may charge a lump sum of EUR 10 per traveller for administrative expenses</i></p>		
185.	2. The price increase referred to in paragraph 1 shall not exceed 10% of the price of the package.	<p>AM 87</p> <p>2. <i>If</i> the price increase referred to in paragraph 1 <i>exceeds 8%</i> of the price of the package, <i>Article 9(2) shall apply.</i></p>	<p>2. <u>If</u> the price increase referred to in paragraph 1 <u>shall not exceed 8%</u> of the price of the package, <u>the traveller may terminate the contract in accordance with Articles 9 (2) and (4).</u></p>	<p>2. <i>If</i> the price increase referred to in paragraph 1 shall not exceed 10% <u>exceeds 8 %</u> of the price of the package, <u>Article 9(2) and (4) shall apply.</u></p>

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186.	3. The price increase referred to in paragraph 1 shall be valid only if the organiser notifies the traveller of it with a justification and calculation on a durable medium at the latest 20 days prior to the start of the package.	AM 88 3. The price increase referred to in paragraph 1 shall be valid only if the organiser, <i>without undue delay</i> , notifies the traveller <i>clearly and comprehensibly</i> on a durable medium at the latest 20 days prior to the start of the package <i>of the price increase with a justification and calculation</i> .	3. <u>Irrespective of its extent, a price increase referred to in paragraph 1 shall be valid possible</u> only if the organiser notifies the traveller of it with a justification and calculation on a durable medium at the latest 20 days prior to the start of the package.	3. <u>Irrespective of its extent, a price increase referred to in paragraph 1 shall be valid possible</u> only if the organiser notifies the traveller <u>clearly and comprehensibly</u> of it with a justification and calculation on a durable medium at the latest 20 days prior to the start of the package.
187.			<u>4. If the contract stipulates the possibility of price increases, the traveller shall have the right to a price reduction corresponding to a decrease of the costs referred to in points (a) , (b) and (c) of paragraph 1 that occurs after the conclusion of the contract and not later than 20 days prior to the start of the package.</u>	<u>4. If the contract stipulates the possibility of price increases, the traveller shall have the right to a price reduction corresponding to a decrease of the costs referred to in points (a), (b) and (c) of paragraph 1 that occurs after the conclusion of the contract until the start of the package.</u>

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188.			<u>5. In case of a price decrease, the organiser shall have the right to deduct actual administrative expenses from the refund owed to the traveller.</u>	<u>5. In case of a price decrease, the organiser shall have the right to deduct actual administrative expenses from the refund owed to the traveller. At the traveller's request, the organiser shall prove those administrative expenses.</u>
189.	<i>Article 9 Alteration of other contract terms</i>	<i>Article 9 Alteration of other contract terms</i>	<i>Article 9 Alteration of other contract terms</i>	<i>Article 9 Alteration of other contract terms</i>
190.	1. Member States shall ensure that, before the start of the package, the organiser may not unilaterally change contract terms other than the price, unless:	AM 89 1. Member States shall ensure that, before the start of the package, the organiser may not unilaterally change contract terms other than the price <i>in accordance with Article 8,</i> unless:	1. Member States shall ensure that, before the start of the package, the organiser may not unilaterally change contract terms other than the price <u>in accordance with Article 8,</u> unless:	1. Member States shall ensure that, before the start of the package, the organiser may not unilaterally change contract terms other than the price <u>in accordance with Article 8,</u> unless:

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191.	(a) the organiser has reserved that right in the contract,		(a) the organiser has reserved that right in the contract,	(a) the organiser has reserved that right in the contract;
192.	(b) the change is insignificant and	AM 90 (b) the change is insignificant <i>in particular with regard to the elements set out in points (a) and (d) of Article 4(1);</i> and	(b) the change is insignificant, and	(b) the change is insignificant, and
193.	(c) the organiser informs the traveller in a clear and prominent manner on a durable medium.		(c) the organiser informs the traveller in a clear, comprehensible and prominent manner on a durable medium.	(c) the organiser informs the traveller of the change in a clear, comprehensible and prominent manner on a durable medium.
194.		AM 91 <i>1a. A change in the terms of a contract shall in particular be considered to be significant within the meaning of paragraph 2 of this Article if the time of departure and return provided in accordance with point (a)(ii) of Article 4(1) diverges by more than three hours from the actual time of departure or return or, if it is not within the part of the day indicated in the pre-contractual</i>		

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		<i>information.</i>		
195.	2. If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services as defined in point (a) of Article 4 or special requirements as referred to in point (a) of Article 6(2), the organiser shall without undue delay inform the traveller in a clear and prominent manner on a durable medium of:	AM 92 2. If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services as defined in point (a) of Article 4(1) or special requirements as referred to in point (a) of Article 6(2) or to increase the price of the package by more than 8% of the contractual price in accordance with Article 8(2) , the organiser shall without undue delay inform the traveller in a clear and prominent manner on a durable medium of:	2. If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services as defined in point (a) of Article 4(1) or special requirements as referred to in point (a) of Article 6(2), <u>the traveller may accept the proposed change or terminate the contract within a reasonable time-limit specified by the organiser. If the traveller does not accept the proposed alteration within the specified time-limit, the contract is deemed terminated, unless the organiser extends this time-limit and the traveller accepts the contract change within that period.</u> <u>The</u> organiser shall without undue delay inform the traveller in a clear, <u>comprehensible</u> and prominent manner on a durable	2. If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services as defined in <u>referred to in</u> point (a) of Article 4(1) or special requirements as referred to in point (a) of Article 6(2) <u>or to increase the price of the package by more than 8% in accordance with Article 8(2), the traveller may within a reasonable time-limit specified by the organiser:</u> <u>(a) accept the proposed change, or</u> <u>(b) terminate the contract without termination fee.</u> <u>If the traveller terminates the contract, he may accept a substitute package where this is offered by the organiser, if possible, of equivalent or higher</u>

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			medium of:	<u>quality.</u>
195a.				<u>2a.</u> The organiser shall without undue delay inform the traveller in a clear, <u>comprehensible</u> and prominent manner on a durable medium of:
196.	(a) the proposed changes and	AM 93 (a) the proposed changes <i>and their impact on the price of the package</i> ; and	(a) the proposed changes,	(a) the proposed changes referred to in paragraph 2 <u>and, where appropriate in accordance with paragraph 3, their impact on the price of the package,</u>
197.			<u>(aa) where appropriate in accordance with paragraph 3, the impact on the price of the package,</u> and	<i>Deleted and merged with point (a) above</i>

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198.	(b) the fact that the traveller may terminate the contract without penalty within a specified reasonable time-limit and that otherwise the proposed alteration will be considered as accepted.	AM 94 (b) the fact that the traveller may terminate the contract without penalty within a specified reasonable time-limit <i>or accept an alternative equivalent travel package offered by the organiser;</i>	(b) the fact that, <u>if</u> the traveller <u>does not accept the proposed alteration</u> may terminate the contract without penalty within a <u>the</u> specified reasonable time-limit, and that otherwise the contract will be terminated without penalty. considered as accepted.	(b) <u>a</u> reasonable time-limit, <u>within which the traveller has to inform the organiser of his decision pursuant to paragraph 2 and,</u>
199.		AM 95 <i>(ba) the fact that the proposed change to the contract shall be deemed to have been accepted if the traveller has not exercised the right of termination or accepted an alternative travel package offered by the organiser.</i>		

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198a.				<u>(c) the consequences of the traveller's failure to respond within that time-limit, in accordance with applicable national law, and</u>
198b.				(d) where applicable, the offered substitute package and its price.
200.	3. Where the changes to the contract referred to in paragraph 2 result in a package of lower quality or cost, the traveller shall be entitled to an appropriate price reduction.	AM 96 3. Where the changes to the contract <i>or the alternative travel package offered as</i> referred to in paragraph 2 result in a package of lower quality or cost, the traveller shall be entitled to an appropriate price reduction.	3. Where the changes to the contract referred to in paragraph 2 result in a package of lower quality or cost, the traveller shall be entitled to an appropriate price reduction.	3. Where the changes to the contract <u>or the substitute package</u> referred to in paragraph 2 result in a package of lower quality or cost, the traveller shall be entitled to an appropriate price reduction.

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201.	4. If the contract is terminated pursuant to point (b) of paragraph 2, the organiser shall refund all payments received from the traveller within fourteen days after the contract is terminated. The traveller shall, where appropriate, be entitled to compensation in accordance with Article 12.	AM 97 4. If the contract is terminated pursuant to point (b) of paragraph 2, the organiser shall refund all payments received from the traveller within 14 days <i>of the termination of the contract, including payments for ancillary services booked through the organiser, such as travel insurance, cancellation insurance or additional activities on the spot booked in advance.</i> The traveller shall, where appropriate, be entitled to compensation in accordance with Article 12.	4. If the contract is terminated pursuant to point (b) of paragraph 2, the organiser shall refund all payments received from the traveller <u>without undue delay and in any event not later than</u> within fourteen days after the contract is terminated <u>and</u> The traveller shall, where appropriate, be entitled to compensation in accordance with Article 12 <u>(2), (3), (4), (5) and (6) shall apply accordingly.</u>	4. If the contract is terminated pursuant to point (b) of paragraph 2, <u>and the traveller does not accept a substitute package,</u> the organiser shall refund all payments received from the traveller <u>without undue delay and in any event not later than</u> within fourteen <u>14</u> days after the contract is terminated. The traveller shall, where appropriate, be entitled to compensation in accordance with Article 12 <u>(2), (3), (4), (5) and (6) shall apply accordingly.</u>

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202.	<i>Article 10 Termination of the contract before the start of the package</i>	<i>Article 10 Termination of the contract before the start of the package</i>	<i>Article 10 Termination of the contract and the right of withdrawal before the start of the package</i>	Article 10 Termination of the contract and the right of withdrawal before the start of the package
203.	1. Member States shall ensure that the traveller may terminate the contract before the start of the package against payment of an appropriate compensation to the organiser. The contract may specify reasonable standardised termination fees based on the time of the termination and the customary cost savings and income from alternative deployment of the travel services. In the absence of standardised termination fees, the amount of the compensation shall correspond to the price of the package minus the expenses saved by the organiser.	AM 98 1. Member States shall ensure that the traveller may terminate the contract before the start of the package against payment of an appropriate compensation to the organiser. The contract may specify reasonable standardised termination fees based on the time of the termination and the customary cost savings and income from alternative deployment of the travel services. In the absence of standardised termination fees, the amount of the compensation shall correspond to the price of the package minus the expenses <i>proved to have been</i> saved by the organiser <i>which cannot be recovered from the travel service providers or through alternative deployment of those services.</i>	1. Member States shall ensure that the traveller may terminate the contract before the start of the package against payment of an appropriate compensation. <u>Where the traveller terminates the contract under this paragraph the traveller may be required to pay an appropriate termination fee</u> to the organiser. The contract may specify reasonable standardised termination fees <u>based on the time of the termination before the start of the package</u> and the customary <u>expected</u> cost savings and income from alternative deployment of the travel services. In the absence of standardised termination fees, the amount of the compensation <u>termination fee</u> shall correspond to the price of the package minus	1. Member States shall ensure that the traveller may terminate the contract before the start of the package against payment of an appropriate compensation. <u>Where the traveller terminates the contract under this paragraph the traveller may be required to pay an appropriate and justifiable termination fee</u> to the organiser. The contract may specify reasonable standardised termination fees <u>based on the time of the termination before the start of the package</u> and the customary <u>expected</u> cost savings and income from alternative deployment of the travel services. In the absence of standardised termination fees, the amount of the compensation <u>termination fee</u> shall correspond to the price of the

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		<i>Fees due for the termination of the contract, including administrative fees, shall not be disproportionate or excessive. The organiser shall provide a justification for the calculation of the amount of the compensation or the standardised termination fees. The burden of proof that the compensation is appropriate shall be on the organiser.</i>	the expenses saved <u>justified cost savings and income from alternative deployment of the travel service.</u> by the organiser.	package minus the expenses saved <u>cost savings and income from alternative deployment of the travel service.</u> by the organiser. <u>At the request of the traveller the organiser shall provide a justification for the amount of the termination fees.</u>
204.	2. The traveller shall have the right to terminate the contract before the start of the package without compensation in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the package.	AM 99 2. <i>Once the travel contract has been concluded</i> , the traveller shall have the right to terminate the contract before the start of the package without compensation in the event of unavoidable and extraordinary circumstances occurring at <i>or on the way to</i> the place of destination or <i>in</i> its immediate vicinity and significantly affecting the package <i>which mean that the organiser has to make significant alterations to the essential elements of the</i>	2. The traveller shall have the right to terminate the contract before the start of the package without <u>paying any compensation termination fee</u> in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the package, <u>or which significantly affect the carriage of passengers to the destination.</u> <u>In the event of termination under this paragraph the traveller shall be entitled to a full refund of any</u>	2. <u>Once the travel contract has been concluded</u> , the traveller shall have the right to terminate the contract before the start of the package without <u>paying any compensation termination fee</u> in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the package, <u>or which significantly affect the carriage of passengers to the destination.</u> <u>In the event of termination</u>

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		<i>package travel contract. Such unavoidable and extraordinary circumstances shall be deemed to exist, for example, if the package is significantly affected by warfare or a natural disaster. Unavoidable and extraordinary circumstances shall in particular be deemed to exist where reliable and publicly available reports, such as recommendations issued by Member State authorities, advise against travelling to the place of destination.</i>	<u>payments made, but shall not be entitled to additional compensation.</u>	<u>under this paragraph the traveller shall be entitled to a full refund of any payments made, but shall not be entitled to additional compensation.</u>
205.	3. The organiser may terminate the contract without paying compensation to the traveller, if:	AM 101 3. The organiser may terminate the contract without paying compensation to the traveller, <i>only in the following cases:</i>	3. The organiser may terminate the contract without paying compensation to and provide the traveller <u>with a full refund of any payments they have made for the package, but shall not be liable for additional compensation</u> , if:	3. The organiser may terminate the contract without paying compensation to and provide the traveller <u>with a full refund of any payments made for the package, but shall not be liable for additional compensation</u> , if:

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206.	(a) the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organiser notifies the traveller of the termination within the period fixed in the contract and not later than 20 days before the start of the package; or	(a) the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organiser notifies the traveller of the termination within the period fixed in the contract <i>but</i> not later than:	(a) the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organiser notifies the traveller of the termination within the period fixed in the contract, and but not later than: 20 days before the start of the package; or	(a) the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organiser notifies the traveller of the termination within the period fixed in the contract and but not later than: 20 days before the start of the package; or
207.		AM 102 <i>(i) 20 days before the start of the package in the case of trips lasting more than six days,</i>	<u>(i) 14 days before the start of the package in the case of trips lasting more than six days,</u>	<u>(i) 20 days before the start of the package in the case of trips lasting more than six days,</u>
208.		<i>(ii) seven days before the start of the package in the case of trips lasting between two and six days,</i>	<u>(ii) seven days before the start of the package in the case of trips lasting between two and six days,</u>	<u>(ii) seven days before the start of the package in the case of trips lasting between two and six days,</u>

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209.		<i>(iii) 48 hours before the start of the package in the case of one-day trips, or</i>	<u>(iii) 48 hours before the start of the package in the case of one-day trips; or</u>	<u>(iii) 48 hours before the start of the package in the case of one-day trips in case over-night accommodation is included; or</u>
210.	(b) the organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveller of the termination without undue delay before the start of the package.		(b) the organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveller of the termination without undue delay before the start of the package.	(b) the organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveller of the termination without undue delay before the start of the package.

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211.	4. In cases of termination under paragraphs 1, 2 and 3, the organiser shall reimburse any undue payment made by the traveller within fourteen days.		4. In cases of termination under paragraphs 1, 2 and 3, The organiser shall <u>provide any refunds required under paragraphs 2 and 3, or with respect to paragraph 1</u> reimburse any undue payments made by the traveller <u>has made for the package less the appropriate termination fee. Such refunds or reimbursements shall be made to the traveller without undue delay and in any event not later than</u> within fourteen days.	4. In cases of termination under paragraphs 1, 2 and 3, The organiser shall <u>provide any refunds required under paragraphs 2 and 3, or with respect to paragraph 1</u> reimburse any undue payments made by the traveller <u>has made for the package less the appropriate termination fee. Such refunds or reimbursements shall be made to the traveller without undue delay and in any event not later than</u> within fourteen days.
212.			<u>5. With respect to off-premises contracts where the contractual negotiations were not conducted at the traveller's request, Member States may provide in their national law that the traveller has the right to withdraw from the contract within a period of 14 days without giving any reason.</u>	<u>5. With respect to off-premises contracts, Member States may provide in their national law that the traveller has the right to withdraw from the contract within a period of 14 days without giving any reason.</u>

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213.	Chapter IV Performance of the package			Chapter IV Performance of the package
214.	<i>Article 11 Liability for the performance of the package</i>	<i>Article 11 Liability for the performance of the package</i>	<i>Article 11 Liability for the performance of the package</i>	Article 11 Liability for the performance of the package
215.	1. Member States shall ensure that the organiser is responsible for the performance of the travel services included in the contract, irrespective of whether those services are to be performed by the organiser or by other service providers.		1. Member States shall ensure that the organiser is responsible for the performance of the travel services included in the contract, irrespective of whether those services are to be performed by the organiser or by other service providers. <u>Member States may maintain or introduce provisions under which the retailer is also liable for the performance of the package. In that case all obligations on the organiser under Article 6 and Chapters III, IV and V shall also apply to the retailer.</u>	1. Member States shall ensure that the organiser is responsible for the performance of the travel services included in the contract, irrespective of whether those services are to be performed by the organiser or by other service providers. <u>Member States may maintain or introduce in their national law provisions under which the retailer is also liable for the performance of the package. In that case all the provisions applicable to the organiser under Article 6 and Chapters III, IV and V shall also apply to the retailer.</u>

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214a.				<u>1a. The traveller shall inform the organiser without undue delay, taking into account the circumstances of the case, of any lack of conformity which he perceives during the performance of a travel service included in the contract.</u>
216.	2. If any of the services are not performed in accordance with the contract, the organiser shall remedy the lack of conformity, unless this is disproportionate.	AM 103 2. If any of the services are not performed in accordance with the contract, the organiser shall remedy the lack of conformity, <i>provided the lack of conformity is reported by the traveller or is clear to the organiser and remedying it would not be disproportionate, unless the lack of conformity is attributable to the traveller.</i>	2. If any of the services are not performed in accordance with the contract, the organiser shall remedy the lack of conformity, unless this is disproportionate.	2. If any of the travel services is not performed in accordance with the contract, the organiser shall remedy the lack of conformity, <u>unless that:</u> <u>(a) is impossible, or</u> <u>(b) implies disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected.</u> <u>If the organiser, in accordance with point (a) or point (b) of the first subparagraph, does not remedy the lack of conformity,</u>

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				<u>Article 12 shall apply.</u>
216.				<u>2a. Without prejudice to the exceptions laid down in paragraph 2, if the organiser does not remedy the lack of conformity within a reasonable period of time set by the traveller, the traveller may do so himself and request reimbursement of the necessary expenses. It shall not be necessary for the traveller to specify a time-limit if the organiser refuses to remedy the lack of conformity or if immediate remedy is required.</u>
217.	3. Where a significant proportion of the services cannot be provided as agreed in the contract, the organiser shall make suitable alternative arrangements, at no extra cost to the traveller, for the continuation of the package, including where the traveller's return to the place of departure	AM 104 3. Where a significant proportion of the services cannot be provided as agreed in the contract, the organiser shall make suitable alternative arrangements, at no extra cost to the traveller, for the continuation of the package, <i>with service quality at least equivalent to that specified under the contract</i> , including	3. Where a significant proportion of the services cannot be provided as agreed in the contract, the organiser shall make suitable alternative arrangements, at no extra cost to the traveller, <u>and shall grant the traveller an appropriate price reduction where such alternative arrangements reduce the quality</u>	3. Where a significant proportion of the services cannot be provided as agreed in the contract, the organiser shall <u>offer suitable alternative arrangements</u> , at no extra cost for the traveller, <u>suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in</u>

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	is not provided as agreed.	where the traveller's return to the place of departure is not provided as agreed.	<u>or cost of the package,</u> for the continuation of the package, including where the traveller's return to the place of departure is not provided as agreed.	<p><u>the contract, for the continuation of the package, including where the traveller's return to the place of departure is not provided as agreed.</u></p> <p>, for the continuation of the package, including where the traveller's return to the place of departure is not provided as agreed.</p> <p><u>Where the proposed alternative arrangements result in a package of lower quality than that specified in the contract, the organiser shall grant the traveller an appropriate price reduction.</u></p> <p><u>The traveller may reject the proposed alternative arrangements only if they are not comparable to what was agreed in the contract or the offered price reduction is inadequate.</u></p>

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218.			<u>2a. If the organiser does not remedy the lack of conformity within a reasonable period of time set by the traveller, the traveller may do so himself and demand reimbursement of the necessary expenses. There is no need to specify a time-limit if the organiser refuses to remedy the lack of conformity or if immediate remedy is required.</u>	<i>Deleted, covered by para 2a above</i>
219.			<u>3a. The organiser may refuse to remedy the lack of conformity in accordance with paragraph 2 only where this is impossible or implies disproportionate costs, taking into account the extent of the lack of conformity and the value of the affected services. The traveller may reject alternative arrangements if they are not comparable to what was agreed in the contract or the offered price reduction is inadequate. If the lack of conformity is not remedied, including by way of alternative arrangements, Article 12 shall</u>	<i>Deleted, covered by para 2 and 3</i>

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			<u>apply.</u>	
220.	<p>4. If it is impossible for the organiser to offer suitable alternative arrangements or the traveller does not accept the alternative arrangements proposed because they are not comparable to what was agreed in the contract, the organiser shall, insofar as the package includes the carriage of passengers, provide the traveller at no extra cost with equivalent transport to the place of departure or to another place to which the traveller has agreed and shall, where appropriate, compensate the traveller in accordance with Article 12.</p>	<p>AM 105</p> <p>4. If it is impossible for the organiser to offer suitable alternative arrangements or the traveller does not accept the alternative arrangements proposed because they are not comparable to what was agreed in the contract, the organiser shall, insofar as the package includes the carriage of passengers, provide the traveller at no extra cost with equivalent transport to the place of departure or to another place to which the traveller has agreed and shall, <i>where the services agreed in the contract have not been provided</i>, compensate the traveller in accordance with Article 12. <i>Compensation shall be made within 14 days.</i></p>	<p>4. If it is impossible for the organiser to offer suitable alternative arrangements or the traveller does not accept the alternative arrangements proposed because they are not comparable to what was agreed in the contract, the organiser shall, insofar as the package includes the carriage of passengers, provide the traveller at no extra cost with equivalent transport to the place of departure or to another place to which the traveller has agreed and shall, where appropriate, compensate the traveller in accordance with Article 12.</p>	<p><u>4. Where a lack of conformity substantially affects the performance of the package and the organiser has failed to remedy it within a reasonable time-limit set by the traveller, the traveller may terminate the contract free of charge and, where appropriate, request price reduction and compensation for damages in accordance with Article 12.</u></p> <p><u>If it is impossible to make alternative arrangements or the traveller rejects the proposed alternative arrangements in accordance with paragraph 3, the traveller is, where appropriate, entitled to price reduction and compensation for damages in accordance with Article 12 also without terminating the contract.</u></p> <p><u>If the package includes the carriage of passengers, the</u></p>

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				<u>organiser shall in both cases, in addition, provide repatriation of the traveller with equivalent transport without undue delay and at no extra cost.</u>
221.		<p>AM 106</p> <p><i>4a. If paragraph 4 applies, the traveller may terminate the contract where the lack of conformity is significant and subsequent performance is not possible or is unsuccessful.</i></p>		

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222.	5. As long as it is impossible to ensure the traveller's timely return because of unavoidable and extraordinary circumstances, the organiser shall not bear the cost for the continued stay exceeding EUR 100 per night and three nights per traveller.	AM 107 5. As long as it is impossible to ensure the traveller's timely return because of unavoidable and extraordinary circumstances, the organiser shall not bear the cost for the continued stay exceeding <i>five</i> nights per traveller. <i>The organiser shall arrange accommodation consistent with the category of hotel originally booked. The traveller may book accommodation himself only if the organiser expressly states that he is unwilling or unable to do so. In such cases, the organiser may limit the cost of accommodation to EUR 125 per night per traveller.</i>	5. As long as it is impossible to ensure the traveller's timely return because of unavoidable and extraordinary circumstances, the organiser shall not bear the cost for the continued stay <u>accommodation</u> exceeding EUR 100 per night and three nights per traveller.	5. As long as it is impossible to ensure the traveller's timely return <u>as agreed in the contract</u> because of unavoidable and extraordinary circumstances, the organiser shall bear the cost the continued <u>necessary</u> stay <u>accommodation, if possible of equivalent category, not</u> exceeding EUR 100 per night and three nights per traveller. Where <u>longer periods are provided for in Union passenger rights legislation applicable to the relevant means of transport for the traveller's return, those periods shall apply.</u>

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223.	<p>6. The limitation of costs referred to in paragraph 5 shall not apply to persons with reduced mobility, as defined in Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air²⁷, and any person accompanying them, pregnant women and unaccompanied children, as well as persons in need of specific medical assistance, provided the organiser has been notified of their particular needs at least 48 hours before the start of the package. The organiser may not invoke unavoidable and extraordinary circumstances to limit the costs referred to in paragraph 5 if the relevant transport provider may</p>	<p>AM 108</p> <p>6. The limitation of costs referred to in paragraph 5 shall not apply to persons with reduced mobility, as defined in Regulation (EC) No 1107/2006 of the European Parliament and of the Council²⁸, and any person accompanying them, pregnant women and unaccompanied children, as well as persons in need of specific medical assistance, provided the organiser has been notified of their particular needs <i>at the time of conclusion of the package travel contract or, if that is not possible</i>, at least 48 hours before the start of the package. The organiser may not invoke unavoidable and extraordinary circumstances to limit the costs referred to in paragraph 5 if the relevant transport provider may not rely on such circumstances under applicable Union legislation.</p>	<p>6. The limitation of costs referred to in paragraph 5 shall not apply to persons with reduced mobility, as defined in Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air, and any person accompanying them, pregnant women and unaccompanied children <u>minors</u>, as well as persons in need of specific medical assistance, provided the organiser has been notified of their particular needs at least 48 hours before the start of the package. The organiser may not invoke unavoidable and extraordinary circumstances to limit the <u>liability</u> costs referred to in paragraph 5 if the relevant transport provider</p>	<p>6. The limitation of costs referred to in paragraph 5 of this Article shall not apply to persons with reduced mobility, as defined in point (a) of Article 2 of Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air, and any person accompanying them, pregnant women and unaccompanied children <u>minors</u>, as well as persons in need of specific medical assistance, provided that the organiser has been notified of their particular needs at least 48 hours before the start of the package. The organiser may not invoke unavoidable and extraordinary circumstances to limit the <u>liability</u> costs referred to in paragraph 5 of this Article if the relevant transport provider</p>

²⁷ OJ L 204, 26.7.2006, p. 1.

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	not rely on such circumstances under applicable Union legislation.			may not rely on such circumstances under applicable Union legislation.
224.	7. If the alternative arrangements result in a package of lower quality or cost, the traveller shall be entitled to a price reduction and, where appropriate, damages in accordance with Article 12.		7. If the alternative arrangements result in a package of lower quality or cost, the traveller shall be entitled to a price reduction and, where appropriate, damages in accordance with Article 12.	7. If the alternative arrangements result in a package of lower quality or cost, the traveller shall be entitled to a price reduction and, where appropriate, damages in accordance with Article 12.
225.		AM 109 <i>7a. Member States may maintain or introduce provisions which provide that the retailer is also liable for the performance of the package and therefore bound by the obligations arising from this Article and point (b) of Article 6(2), Articles 12, 15(1) and 16.</i>		

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
226.		<p>AM 110</p> <p><i>7b. Any right to compensation of the traveller under Regulation (EC) No 261/2004 is independent of any right to compensation of the traveller under this Directive. If the traveller is entitled to compensation under both Regulation (EC) No 261/2004 and this Directive, the traveller shall be entitled to present claims under both legal acts, but may not cumulate rights under both legal acts in relation to the same facts if the rights protect the same interest or have the same objective.</i></p>		

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227.	<i>Article 12</i> <i>Price reduction and compensation for damages</i>	<i>Article 12</i> <i>Price reduction and compensation for damages</i>	<i>Article 12</i> <i>Price reduction, and compensation for damages <u>and right to termination</u></i>	<i>Article 12</i> <i>Price reduction and compensation for damages</i>
228.	1. Member States shall ensure that the traveller is entitled to an appropriate price reduction for:		1. Member States shall ensure that the traveller is entitled to an appropriate price reduction for:	1. Member States shall ensure that the traveller is entitled to an appropriate price reduction for:
229.	(a) any period during which there was lack of conformity; or		(a) any period during which there was lack of conformity, <u>unless it is attributable to the traveller.</u> ; or	(a) any period during which there was lack of conformity, <u>unless the organiser proves that the lack of conformity is attributable to the traveller.</u> ; or
230.	(b) where the alternative arrangements as referred to in paragraphs 3 and 4 of Article 11 result in a package of lower quality or cost.		(b) where the alternative arrangements as referred to in paragraphs 3 and 4 of Article 11 result in a package of lower quality or cost.	(b) where the alternative arrangements as referred to in paragraphs 3 and 4 of Article 11 result in a package of lower quality or cost.

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231.			<p><u>1a. Where a lack of conformity substantially affects the performance of the package and the trader has failed to remedy it within a reasonable time-limit set by the traveller, the traveller may terminate the contract free of charge and may, where appropriate, request compensation in accordance with paragraph 2. If the traveller terminates the contract and the package includes the carriage of passengers, the organiser shall, in addition, without undue delay repatriate the traveller at no extra cost.</u></p>	<i>Deleted, covered by Art.11</i>
232.	2. The traveller shall be entitled to receive compensation from the organiser for any damage, including non-material damage, which the traveller sustains as a result of any lack of conformity.		<p>2. The traveller shall be entitled to receive compensation from the organiser for any damage, including non-material damage, which the traveller sustains as a result of any lack of conformity, <u>including, where the lack of conformity is substantial, appropriate compensation for the loss of enjoyment of the trip or holiday.</u></p>	<p>2. The traveller shall be entitled to receive <u>appropriate</u> compensation from the organiser for any damage, including non-material damage, which the traveller sustains as a result of any lack of conformity. <u>Compensation shall be made without undue delay.</u></p>

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233.	3. The traveller shall not be entitled to price reduction or compensation for damages if:		3. The traveller shall not be entitled to price reduction or compensation for damages if:	3. The traveller shall not be entitled to price reduction or compensation for damages if:
234.	(a) the organiser proves that the lack of conformity is:		(a) the organiser proves that the lack of conformity is:	(a) the organiser proves that the lack of conformity is:
235.	(i) attributable to the traveller,		(i) attributable to the traveller,	(a) attributable to the traveller;
236.	(ii) attributable to a third party unconnected with the provision of the services contracted for and is unforeseeable or unavoidable, or		(ii) attributable to a third party unconnected with the provision of the services contracted for and is unforeseeable or unavoidable, or	(b) attributable to a third party unconnected with the provision of the services contracted for and is unforeseeable or unavoidable; or
237.	(iii) due to unavoidable and extraordinary circumstances or		(iii) due to unavoidable and extraordinary circumstances, or	(c) due to unavoidable and extraordinary circumstances; or
238.			<u>3a. The traveller shall inform the organiser without undue delay of any lack of conformity which he perceives during the performance of the travel service.</u>	Moved to Art. 11(1a)

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239.	(b) the traveller fails to inform the organiser without undue delay of any lack of conformity which the traveller perceives on the spot if that information requirement was clearly and explicitly stated in the contract and is reasonable, taking into account the circumstances of the case.		(b) the traveller fails to inform the organiser without undue delay of any lack of conformity which the traveller perceives on the spot if that information requirement was clearly and explicitly stated in the contract and is reasonable, taking into account the circumstances of the case.	<i>Moved to Art. 11(1a)</i>
240.	4. Insofar as international conventions binding the Union limit the extent of or the conditions under which compensation is to be paid by a provider carrying out a service which is part of a package, the same limitations shall apply to the organiser. Insofar as international conventions not binding the Union limit compensation to be paid by a service provider, Member States may limit compensation to be paid by the organiser accordingly. In other cases, the	AM 111 4. Insofar as international conventions binding the Union limit the extent of or the conditions under which compensation is to be paid by a provider carrying out a service which is part of a package, the same limitations shall apply to the organiser. Insofar as international conventions not binding the Union limit compensation to be paid by a service provider, Member States may limit compensation to be paid by the organiser accordingly. In other cases, the	4. Insofar as international conventions binding the Union limit the extent of or the conditions under which compensation is to be paid by a provider carrying out a service which is part of a package, the same limitations shall apply to the organiser. Insofar as international conventions not binding the Union limit compensation to be paid by a service provider, Member States may limit compensation to be paid by the organiser accordingly. In other cases, the contract may limit compensation to be paid by the	4. Insofar as international conventions binding the Union limit the extent of or the conditions under which compensation is to be paid by a provider carrying out a service which is part of a package, the same limitations shall apply to the organiser. Insofar as international conventions not binding the Union limit compensation to be paid by a service provider, Member States may limit compensation to be paid by the organiser accordingly. In other cases, the contract may limit compensation to be paid by the

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	contract may limit compensation to be paid by the organiser as long as that limitation does not apply to personal injury and damage caused intentionally or with gross negligence and does not amount to less than three times the total price of the package.	contract may limit compensation to be paid by the organiser as long as that limitation does not apply to personal injury <i>or</i> damage caused intentionally or with gross negligence and does not amount to less than three times the total price of the package.	organiser as long as that limitation does not apply to personal injury and-or damage caused intentionally or with gross negligence and does not amount to less than three times the total price of the package.	organiser as long as that limitation does not apply to personal injury and-or damage caused intentionally or with gross negligence and does not amount to less than three times the total price of the package.
241.	5. Any right to compensation or price reduction under this Directive shall not affect the rights of travellers under Regulation (EC) No 261/2004 ²⁸ , Regulation (EC) No 1371/2007 ²⁹ , Regulation (EU) No 1177/2010 ³⁰ and Regulation (EU) No 181/2011 ³¹ . Travellers shall be entitled to present claims under this Directive and under those Regulations, but may not, in	AM 112 5. Any right to compensation or price reduction under this Directive shall not affect the rights of travellers under Regulation (EC) No 261/2004, Regulation (EC) No 1371/2007, Regulation (EU) No 1177/2010 and Regulation (EU) No 181/2011. Travellers shall be entitled to present claims under this Directive and under those Regulations, <i>in particular claims for additional compensation.</i>	5. Any right to compensation or price reduction under this Directive shall not affect the rights of travellers under Regulation (EC) No 261/2004, Regulation (EC) No 1371/2007, <u>Regulation (EC) No 392/2009</u> , Regulation (EU) No 1177/2010, Regulation (EU) No 181/2011 <u>and under international conventions</u> . Travellers shall be entitled to present claims under this Directive and under those <u>legal acts</u> Regulations, but may not, in	5. Any right to compensation or price reduction under this Directive shall not affect the rights of travellers under Regulation (EC) No 261/2004, Regulation (EC) No 1371/2007, <u>Regulation (EC) No 392/2009</u> , Regulation (EU) No 1177/2010, Regulation (EU) No 181/2011 <u>and under international conventions</u> . Travellers shall be entitled to present claims under this Directive and under those <u>legal acts</u>

²⁸ OJ L 46, 17.2.2004, p.1

²⁹ OJ L 315, 3.12.2007, p. 14

³⁰ OJ L 334, 17.2.2010, p. 1

³¹ OJ L 55, 28.2.2011, p.1

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	relation to the same facts, cumulate rights under different legal bases if the rights safeguard the same interest or have the same objective.	Rights under different legal bases <i>which relate to the same facts may not be cumulated.</i>	relation to the same facts, cumulate rights under different legal bases if the rights safeguard the same interest. <u>Compensation or price reduction granted under this Directive and the compensation or price reduction granted under the other legal acts, shall be deducted from each other in order to avoid overcompensation.</u>	Regulations, but may not, in relation to the same facts, cumulate rights under different legal bases if the rights safeguard the same interest. <u>Compensation or price reduction granted under this Directive and the compensation or price reduction granted under the other legal acts, shall be deducted from each other in order to avoid overcompensation.</u>
242.	6. The prescription period for introducing claims under this Article shall not be shorter than one year.	AM 113 6. The prescription period for introducing claims under this Article shall not be shorter than <i>three years.</i>	6. The prescription period for introducing claims under this Article shall not be shorter than one year.	6. The prescription period for introducing claims under this Article shall not be shorter than <u>two</u> years.

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243.	<i>Article 13</i> <i>Possibility to contact the organiser via the retailer</i>	<i>Article 13</i> <i>Possibility to contact the organiser via the retailer</i>	<i>Article 13</i> <i>Possibility to contact the organiser via the retailer</i>	Article 13 Possibility to contact the organiser via the retailer
244.	Member States shall ensure that the traveller may address messages, complaints or claims in relation to the performance of the package directly to the retailer through which it was purchased. The retailer shall forward those messages, complaints or claims to the organiser without undue delay. For the purpose of compliance with time-limits or prescription periods, receipt of the notifications by the retailer shall be considered as receipt by the organiser.		<u>Without prejudice to Article 11(2) subparagraph 2,</u> Member States shall ensure that the traveller may address messages <u>or</u> complaints or claims in relation to the performance of the package directly to the retailer through which it was purchased. The retailer shall forward those messages, complaints or claims to the organiser without undue delay. For the purpose of compliance with time-limits or prescription periods, receipt of the notifications by the retailer shall be considered as receipt by the organiser.	<u>Without prejudice to Article 11(1) subparagraph 2,</u> Member States shall ensure that the traveller may address messages, <u>requests or</u> complaints or claims in relation to the performance of the package directly to the retailer through which it was purchased. The retailer shall forward those messages, <u>requests or</u> complaints or claims to the organiser without undue delay. For the purpose of compliance with time-limits or prescription periods, receipt of the notifications by the retailer shall be considered as receipt by the organiser.

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245.	<i>Article 14</i> <i>Obligation to provide assistance</i>	<i>Article 14</i> <i>Obligation to provide assistance</i>	<i>Article 14</i> <i>Obligation to provide assistance</i>	Article 14 Obligation to provide assistance
246.	Member States shall ensure that the organiser gives prompt assistance to the traveller in difficulty, in particular by:	AM 114 Member States shall ensure that the organiser gives <i>appropriate</i> assistance <i>without undue delay</i> to the traveller in difficulty, in particular by:	Member States shall ensure that the organiser gives prompt <u>appropriate</u> assistance <u>without undue delay</u> to the traveller in difficulty <u>including in the circumstances referred to in Article 11(5)</u> , in particular by:	Member States shall ensure that the organiser gives prompt <u>appropriate</u> assistance <u>without undue delay</u> to the traveller in difficulty <u>including in the circumstances referred to in Article 11(5)</u> , in particular by:
247.	(a) providing appropriate information on health services, local authorities and consular assistance, and		(a) providing appropriate information on health services, local authorities and consular assistance, and	(a) providing appropriate information on health services, local authorities and consular assistance, and

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248.	(b) assisting the traveller in making distance communications and alternative travel arrangements.	AM 115 (b) assisting the traveller <i>to make</i> distance communications and <i>helping the traveller to source</i> alternative travel arrangements.	(b) assisting the traveller in making to make distance communications and helping the traveller to find alternative travel arrangements.	(b) assisting the traveller in making to make distance communications and helping the traveller to find alternative travel arrangements.
249.	The organiser shall be able to charge a reasonable fee for such assistance if the situation is caused by the traveller's negligence or intent.	AM 116 The organiser shall be able to charge a reasonable fee for such assistance if the situation is caused by the traveller's negligence or intent. <i>That fee shall not in any case exceed the actual costs incurred by the organiser.</i>	The organiser shall be able to charge a reasonable fee for such assistance if the situation is caused by the traveller's negligence or intent. <u>That fee shall not in any case exceed the actual costs incurred by the organiser.</u>	The organiser shall be able to charge a reasonable fee for such assistance if the situation is caused by the traveller's negligence or intent. <u>That fee shall not in any case exceed the actual costs incurred by the organiser.</u>

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250.	Chapter V Insolvency protection	Chapter V Insolvency protection	Chapter V Insolvency protection	Chapter V Insolvency protection
251.	<i>Article 15 Effectiveness and scope of insolvency protection</i>	<i>Article 15 Effectiveness and scope of insolvency protection</i>	<i>Article 15 Effectiveness and scope of insolvency protection</i>	Article 15 Effectiveness and scope of insolvency protection
252.	1. Member States shall ensure that organisers and retailers facilitating the procurement of assisted travel arrangements established in their territory obtain a security for the effective and prompt refund of all payments made by travellers and, insofar as carriage of passengers is included, for the travellers' effective and prompt repatriation in the event of insolvency.	AM 117 1. Member States shall ensure that organisers <i>of packages</i> and retailers <i>of linked travel arrangements</i> facilitating the procurement of <i>linked</i> travel arrangements established in their territory obtain a security for the effective and <i>immediate</i> refund of all payments made by travellers and, insofar as carriage of passengers is included, for the travellers' effective and prompt repatriation in the event of insolvency. <i>Where that is possible, continuation of the trip shall be offered.</i>	1. Member States shall ensure that organisers <u>of packages</u> and retailers facilitating the procurement of assisted travel arrangements established in their territory obtain <u>provide</u> security for the effective and prompt refund of all payments made by travellers <u>insofar as the relevant services are not performed as a consequence of their insolvency.</u> and, if as If the carriage of passengers is included, organisers <u>shall provide security also for</u> the travellers' effective and prompt repatriation. in the event of insolvency. <u>Organisers not established in a Member State which sell or offer</u>	1. Member States shall ensure that organisers <u>of packages</u> and retailers facilitating the procurement of assisted travel arrangements established in their territory obtain <u>provide</u> security for the effective and prompt refund of all payments made by travellers <u>insofar as the relevant services are not performed as a consequence of their insolvency.</u> and, if as If the carriage of passengers is included, organisers <u>shall provide security also for</u> the travellers' effective and prompt repatriation. in the event of insolvency. <u>Continuation of the trip may be offered.</u> <u>Organisers not established in a</u>

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			<u>for sale packages in a Member State or which by any means direct such activities to a Member State shall be obliged to provide the security according to the law of that Member State.</u>	<u>Member State which sell or offer for sale packages in a Member State or which by any means direct such activities to a Member State shall be obliged to provide the security in accordance with the law of that Member State.</u>
253.	2. The insolvency protection referred to in paragraph 1 shall take into account the actual financial risk of the relevant trader's activities. It shall benefit travellers regardless of their place of residence, the place of departure or where the package or assisted travel arrangement is sold		2. The insolvency protection referred to in paragraph 1 shall take into account the actual financial risk of the relevant trader's activities. It shall benefit travellers regardless of their place of residence, the place of departure or where the package or assisted travel arrangement is sold. <u>The security shall be effective and shall cover insolvency caused by reasonably foreseeable events. It shall cover the amounts of payments received by the organiser, taking into account the length of the period between down payments and final payments and the completion of the packages, as well as the estimated cost for repatriations in the event of the organiser's</u>	2. The insolvency protection referred to in paragraph 1 shall take into account the actual financial risk of the relevant trader's activities. It shall benefit travellers regardless of their place of residence, the place of departure or where the package or assisted travel arrangement is sold. <u>The security shall be effective and shall cover reasonably foreseeable events costs. It shall cover the amounts of payments made on behalf of travellers in respect of packages, taking into account the length of the period between down payments and final payments and the completion of the packages, as well as the estimated cost for repatriations</u>

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			<u>insolvency.</u>	<u>in the event of the organiser's insolvency.</u>
254.			<u>2a. An organiser's insolvency protection shall benefit travellers regardless of their place of residence, the place of departure or where the package is sold and irrespective of the Member State where the operator or body providing the protection is established.</u>	<u>2a. An organiser's insolvency protection shall benefit travellers regardless of their place of residence, the place of departure or where the package is sold and irrespective of the Member State where the operator or body providing the protection is established.</u>
255.			<u>2b. When the performance of the package is affected by the organiser's insolvency, the security shall be available free of charge to ensure repatriations and, if necessary, the financing of accommodation prior to the repatriation.</u>	<u>2b. When the performance of the package is affected by the organiser's insolvency, the security shall be available free of charge to ensure repatriations and, if necessary, the financing of accommodation prior to the repatriation.</u>
256.			<u>2c. For travel services that have not been performed, refunds shall be granted without undue delay following the traveller's request.</u>	<u>2c. For travel services that have not been performed, refunds shall be granted without undue delay following the traveller's request.</u>

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257.	<i>Article 16</i> <i>Mutual recognition of insolvency protection and administrative cooperation</i>	<i>Article 16</i> <i>Mutual recognition of insolvency protection and administrative cooperation</i>	<i>Article 16</i> <i>Mutual recognition of insolvency protection and administrative cooperation</i>	Article 16 Mutual recognition of insolvency protection and administrative cooperation
258.	1. Member States shall recognise as meeting the requirements of their national rules transposing Article 15 any insolvency protection obtained by an organiser or a retailer facilitating the procurement of assisted travel arrangements under the rules of its Member State of establishment transposing Article 15.		1. Member States shall recognise as meeting the requirements of their national rules transposing Article 15 any insolvency protection obtained by an organiser or a retailer facilitating the procurement of assisted travel arrangements a trader provides under the rules of it's the Member State of its establishment transposing Article 15.	1. Member States shall recognise as meeting the requirements of their national rules transposing Article 15 any insolvency protection obtained by an organiser or a retailer facilitating the procurement of assisted travel an organiser provides under the rules of it's the Member State of its establishment transposing Article 15.
259.		AM 118 <i>1a. Member States shall allow organisers of packages, retailers facilitating the procurement of linked travel arrangements and passenger carriers established outside of their territory or outside the Union to obtain insolvency protection under their national insolvency protection schemes.</i>		

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260.	2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers and retailers facilitating the procurement of assisted travel arrangements operating in different Member States. They shall notify the contact details of these contact points to all other Member States and the Commission.		2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers and retailers facilitating the procurement of assisted travel arrangements traders operating in different Member States. They shall notify the contact details of these contact points to all other Member States and the Commission.	2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers and retailers facilitating the procurement of assisted travel arrangements operating in different Member States. They shall notify the contact details of these contact points to all other Member States and the Commission.
261.	3. The central contact points shall make available to each other all necessary information on their national insolvency protection schemes and the identity of the body or bodies providing insolvency protection for a particular trader established in their territory. They shall grant each other access to any inventory listing organisers and retailers facilitating the procurement of assisted travel arrangements which are in compliance with their insolvency protection		3. The central contact points shall make available to each other all necessary information on their national insolvency protection schemes requirements and the identity of the body or bodies providing insolvency protection for a particular traders established in their territory. They shall grant each other access to any available inventory listing organisers and retailers facilitating the procurement of assisted travel arrangements traders which are in compliance with their insolvency protection obligations. Any such	3. The central contact points shall make available to each other all necessary information on their national insolvency protection schemes requirements and the identity of the body or bodies providing insolvency protection for a particular trader specific organisers established in their territory. They shall grant each other access to any available inventory listing organisers and retailers facilitating the procurement of assisted travel arrangements which are in compliance with their insolvency

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	obligations.		<u>inventory shall be publicly accessible, including on-line.</u>	protection obligations. <u>Any such inventory shall be publicly accessible, including on-line.</u>
262.	4. If a Member State has doubts about the insolvency protection of an organiser or of a retailer facilitating the procurement of assisted travel arrangements which is established in a different Member State and is operating on its territory, it shall seek clarification from the Member State of establishment. Member States shall respond to requests from other Member States at the latest within 15 working days of receiving them.	AM 119 4. If a Member State has doubts about the insolvency protection of an organiser or of a retailer facilitating the procurement of <i>linked</i> travel arrangements which is established in a different Member State, it shall seek clarification from the Member State of establishment. Member States shall respond to requests from other Member States at the latest within 15 working days of receiving them.	4. If a Member State has doubts about the insolvency protection <u>of a trader</u> an organiser or of a retailer facilitating the procurement of assisted travel arrangements which is established in a different Member State and is operating on its territory, it shall seek clarification from the <u>trader's</u> Member State of establishment. Member States shall respond to requests from other Member States <u>as quickly as possible in light of the urgency and complexity of the matter.</u> at the latest within 15 working days of receiving them.	4. If a Member State has doubts about the insolvency protection of an organiser or of a retailer facilitating the procurement of assisted travel arrangements which is established in a different Member State and is operating on its territory, it shall seek clarification from the <u>organiser's</u> Member State of establishment. Member States shall respond to requests from other Member States <u>as quickly as possible in light of the urgency and complexity of the matter. In any case a first response shall be issued</u> at the latest within 15 working days of <u>from</u> receiving them <u>the request.</u>

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263.	Chapter VI Assisted travel arrangements	Chapter VI Assisted travel arrangements	Chapter VI Assisted travel arrangements	Chapter VI Assisted <u>Linked</u> travel arrangements
264.	<i>Article 17</i> <i>Information requirements for assisted travel arrangements</i>	<i>Article 17</i> <i>Information requirements for assisted travel arrangements</i>	<i>Article 17</i> <u>Insolvency protection and</u> <i>information requirements for assisted travel arrangements</i>	Article 17 <u>Insolvency protection and</u> information requirements for assisted <u>linked</u> travel arrangements
265.			<u>0. Member States shall ensure that traders facilitating the procurement of assisted travel arrangements within the meaning of Article 3 (5) shall provide security for the refund of all payments they receive from travellers insofar as a travel service which is part of an assisted travel arrangement is not performed as a consequence of their insolvency. If such traders are the party responsible for the carriage of passengers, the security shall also cover the traveller's repatriation. Article 15 (1) second subparagraph, paragraphs (2) to (2c) and Article 16 shall apply</u>	<u>0. Member States shall ensure that traders facilitating linked travel arrangements within the meaning of Article 3 (5) shall provide security for the refund of all payments they receive from travellers insofar as a travel service which is part of a linked travel arrangement is not performed as a consequence of their insolvency. If such traders are the party responsible for the carriage of passengers, the security shall also cover the traveller's repatriation. Article 15 (1) second subparagraph, paragraphs (2) to (2c) and Article 16 shall apply accordingly.</u>

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			<u>accordingly.</u>	
266.	Member States shall ensure that, before the traveller is bound by any contract or any corresponding offer for assisted travel arrangements, the trader facilitating the procurement of assisted travel arrangements shall state in a clear and prominent manner:		<u>1. Member States shall ensure that, Before the traveller is bound by any contract or any corresponding offer leading to the creation of an for assisted travel arrangements or any corresponding offer, the trader facilitating the procurement of assisted travel arrangements, including where the trader is not established in a Member State but, by any means, directs such activities to a Member State, shall state in a clear and prominent manner:</u>	<u>1. Member States shall ensure that, Before the traveller is bound by any contract or any corresponding offer leading to the creation of a for assisted linked travel arrangements or any corresponding offer, the trader facilitating the procurement of assisted linked travel arrangements, including where the trader is not established in a Member State but, by any means, directs such activities to a Member State, shall state in a clear and prominent manner:</u>
267.	(a) that each service provider will be solely responsible for the correct contractual performance of its service; and		(a) that <u>the traveller will not benefit from any of the rights granted by this Directive exclusively to package travellers and that</u> each service provider will be solely responsible for the correct contractual performance of its service; and	(a) that <u>the traveller will not benefit from any of the rights granted by this Directive exclusively to package travellers and that</u> each service provider will be solely responsible for the correct contractual performance of its service; and

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268.	(b) that the traveller will not benefit from any of the rights granted by this Directive exclusively to package travellers, but will benefit from the right to a refund of pre-payments and, insofar as carriage of passengers is included, to repatriation in case the retailer itself or any of the service providers becomes insolvent.		(b) that the traveller will not benefit from any of the rights granted by this Directive exclusively to package travellers, but <u>that the traveller will benefit from insolvency protection in accordance with paragraph (0).</u> benefit from the right to a refund of pre-payments and, insofar as carriage of passengers is included, to repatriation in case the retailer itself or any of the service providers becomes insolvent.	(b) that the traveller will not benefit from <u>insolvency protection in accordance with paragraph (0).</u> that the traveller will not benefit from any of the rights granted by this Directive exclusively to package travellers, but will benefit from the right to a refund of pre-payments and, insofar as carriage of passengers is included, to repatriation in case the retailer itself or any of the service providers becomes insolvent.
269.		AM 120 <i>(ba) that the traveller will, however, benefit from the rights granted by Directive 2011/83/EU except where that Directive provides otherwise.</i>		

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270.			<p><u>(c) that the traveller will benefit from the rights granted by Articles 8 (2), 19, 21 and 22 of Directive 2011/83/EU.</u></p> <p><u>In order to comply with this paragraph, the trader shall use the relevant standard notice in Annex 2.</u></p>	<p><i>(c) deleted</i></p> <p><u>In order to comply with this paragraph, the trader shall use the relevant standard information form set out in Annex Ib, or, where the particular type of linked travel arrangement is not covered by any of the forms, provide the information contained therein.</u></p>
271.		<p>AM 121</p> <p><i>1a. Where the trader facilitating the procurement of assisted travel arrangements has not complied with the requirements set out in point (b) of paragraph 1, the traveller shall enjoy all the guarantees and the rights granted by this Directive in respect of package travel.</i></p>		

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272.			<u>2. Member States shall provide that, where the trader facilitating the procurement of assisted travel arrangements has not complied with the requirements set out in paragraphs 0 and 1 of this Article, it shall, in relation to the travel services included in the assisted travel arrangement, be liable under Articles 11 and 12 like an organiser of a package.</u>	<u>2. Where the trader facilitating linked travel arrangements has not complied with the requirements set out in paragraphs 0 and 1 of this Article, the rights and obligations laid down in Articles 7 and 10 and Chapter IV shall apply, in relation to the travel services included in the linked travel arrangement.</u>
				<u>3. Where a linked travel arrangement is the result of the conclusion of a contract between a traveller and a trader who does not facilitate the linked travel arrangement, that trader shall inform the trader facilitating the linked travel arrangement of the conclusion of the relevant contract.</u>

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273.		<p>AM 122</p> <p><i>Article 17a</i></p> <p><i>Informing the retailer of additional travel services booked in the framework of linked travel arrangements through linked online booking processes</i></p>		
274.		<p><i>Traders providing additional travel services in the framework of linked travel arrangements as defined in point (b) of point 5 of Article 3, shall ensure that the retailer concerned is properly informed of the confirmed booking of additional travel services, which shall, when taken together with the first travel service booked, constitute a linked travel arrangement, thereby triggering the liability and obligations of the retailer incumbent on it under this Directive.</i></p>		

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275.		AM 123 <i>Article 17b</i> <i>Traders facilitating the procurement of linked travel arrangements online</i>		
276.		<i>Traders facilitating the procurement of linked travel arrangements online shall not hide or provide in an unclear, unintelligible or ambiguous manner the option of not booking any further services or ancillary services. Such option shall always be pre-selected by default.</i>		<i>Subject to statement by Commission services on commitment to deal with this in the updated UCPD Guidelines</i>
277.	Chapter VII General provisions	Chapter VII General provisions	Chapter VII General provisions	Chapter VII General provisions
278.	<i>Article 18</i> <i>Particular obligations of the retailer where the organiser is established outside the EEA</i>	<i>Article 18</i> <i>Particular obligations of the retailer where the organiser is established outside the EEA</i>	<i>Article 18</i> <i>Particular obligations of the retailer where the organiser is established outside the EEA</i>	<i>Article 18</i> <i>Particular obligations of the retailer where the organiser is established outside the EEA</i>

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279.	Where the organiser is established outside the EEA, the retailer established in a Member State shall be subject to the obligations laid down for organisers in Chapters IV and V, unless the retailer provides evidence that the organiser complies with Chapters IV and V.	AM 124 Where the organiser is established outside the EEA, the retailer established in a Member State shall be subject to the obligations laid down for organisers in Chapters IV and V, unless the retailer provides evidence that the organiser complies with Chapters IV and V. <i>Where an organiser, which is established outside the EEA, acts as retailer, existing liability for compensation in respect of the breach of other aspects of the contractual duty of care shall apply. Those provisions shall be without prejudice to other national retailer liability rules.</i>	<u>Without prejudice to the second sub-paragraph of Article 11 (1),</u> W <u>h</u> ere the organiser is established outside the EEA, the retailer established in a Member State shall be subject to the obligations laid down for organisers in Chapters IV and V, unless the retailer provides evidence that the organiser complies with Chapters IV and V.	<u>Without prejudice to the second sub-paragraph of Article 11 (1),</u> W <u>h</u> ere the organiser is established outside the EEA, the retailer established in a Member State shall be subject to the obligations laid down for organisers in Chapters IV and V, unless the retailer provides evidence that the organiser complies with Chapters IV and V.
280.		AM 125 <i>Article 18a Obligations of organisers or retailers established outside the EEA</i>		

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281.		<i>Member States shall ensure that an organiser of packages or a retailer facilitating the procurement of linked travel arrangements established outside the EEA and directly selling in a Member State territory shall be subject to the obligations laid down in this Directive.</i>		
282.		AM 126 <i>Article 18b Formal requirements for contracts</i>		
283.		<i>1. Member States shall ensure that all contracts covered by this Directive are in plain and intelligible language and, insofar as they are in writing, legible. The language of the contract shall be the same as that of the pre-contractual information.</i>		

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284.		<i>2. The contract shall be provided on a durable medium. With respect to off-premises contracts, the contract shall be provided also on paper.</i>		
285.		<i>3. If the contract is concluded by telephone, the trader shall confirm the offer to the traveller on a durable medium and the traveller shall only be bound when he signs the contract or sends his written agreement on a durable medium.</i>		

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286.	<i>Article 19 Liability for booking errors</i>	<i>Article 19 Liability for booking errors</i>	<i>Article 19 Liability for booking errors</i>	Article 19 Liability for booking errors
287.	Member States shall ensure that a retailer who has agreed to arrange the booking of a package or assisted travel arrangements or who facilitates the booking of such services shall be liable for any errors occurring in the booking process, unless such errors are attributable to the traveller or to unavoidable and extraordinary circumstances.	AM 127 Member States shall ensure that a retailer who has agreed to arrange the booking of a package or <i>linked</i> travel arrangements or who facilitates the booking of such services, shall be liable <i>for failure to provide with the information provided by the organiser pursuant to Article 4(1), for providing incomplete information or for making</i> errors occurring in the booking process <i>in case they are actually occurred in the booking process. A retailer shall not be held liable where</i> such errors are attributable to the traveller or to unavoidable and extraordinary circumstances. <i>In the context of linked travel arrangement based on the procurement of additional travel services from another trader in a targeted manner through linked online booking processes as referred to in point (b) of</i>	Member States shall ensure that a retailer who has agreed to arrange the booking of a package or <u>a trader facilitating an</u> assisted travel arrangements or who facilitates the booking of such services shall be liable for any errors <u>he makes during</u> occurring in the booking process <u>or for any technical defects in the booking system which are attributable to him,</u> unless such errors are attributable to the traveller or to <u>A trader shall not be liable for booking errors which are attributable to the traveller or which are caused by</u> unavoidable and extraordinary circumstances.	Member States shall ensure that a retailer who has agreed to arrange the booking of a package or assisted travel arrangements or who facilitates the booking of such services shall be liable for any errors occurring in the booking process, unless such errors are attributable to the traveller or to unavoidable and extraordinary circumstances. <u>trader shall be liable for any errors due to technical defects in the booking system which are attributable to him and, where the trader has agreed to arrange the booking of a package or of travel services which are part of linked travel arrangements, for the errors made during the booking process.</u> <u>A trader shall not be liable for booking errors which are attributable to the traveller or</u>

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		<i>point 5 of Article 3, the retailer shall not be liable for booking errors resulting from errors committed by that trader. In that case, Member States shall ensure that the trader providing the additional travel services shall be liable for the errors occurring in the booking process of such services.</i>		<u>which are caused by unavoidable and extraordinary circumstances.</u>
288.	<i>Article 20 Right of redress</i>	<i>Article 20 Right of redress</i>	<i>Article 20 Right of redress</i>	Article 20 Right of redress
289.	In cases where an organiser or, in accordance with Articles 15 or 18, a retailer pays compensation, grants price reduction or meets the other obligations incumbent on it under this Directive, no provision of this Directive or of national law may be interpreted as restricting its right to seek redress from any third parties which contributed to the event triggering compensation, price	AM 128 <i>1. In cases where an organiser or, in accordance with Articles 15 or 18, a retailer pays compensation, grants price reduction or meets the other obligations incumbent on him or her under this Directive, Member States shall ensure that the organiser or retailer has the right to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligation.</i>	In cases where an organiser or, in accordance with <u>the second subparagraph of</u> Articles 11(1) ⁴⁵ or <u>Article</u> 18, a retailer pays compensation, grants price reduction or meets the other obligations incumbent on it under this Directive, no provision of this Directive or of national law may be interpreted as restricting its right to seek redress from any third parties which contributed to the event triggering compensation, price	In cases where an organiser or, in accordance with <u>the second subparagraph of</u> Articles 11(1) ⁴⁵ or <u>Article</u> 18, a retailer pays compensation, grants price reduction or meets the other obligations incumbent on it under this Directive, no provision of this Directive or of national law may be interpreted as restricting its <u>Member States shall ensure that the organiser or retailer has the</u> right to seek redress from any third parties which contributed to

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	reduction or other obligations.		reduction or other obligations.	the event triggering compensation, price reduction or other obligations.
290.		<i>2. The right to seek redress referred to in paragraph 1 shall also include the right of organisers and retailers to seek redress from travel services providers where an organiser or retailer is obliged to pay a compensation to a traveller under this Directive and the traveller at the same time has a right to compensation under other applicable Union law, including but not restricted to Regulation (EC) No 261/2004 and Regulation (EC) No 1371/2007. That right to seek redress may not be restricted in a contract.</i>		
291.		<i>3. Member States shall ensure that any restrictions on the right to seek redress referred to in paragraph 1 are reasonable and proportionate, in accordance with the applicable national law.</i>		

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292.	<i>Article 21</i> <i>Imperative nature of the Directive</i>	<i>Article 21</i> <i>Imperative nature of the Directive</i>	<i>Article 21</i> <i>Imperative nature of the Directive</i>	Article 21 Imperative nature of the Directive
293.	1. A declaration by an organiser that he is acting exclusively as a provider of a travel service, as an intermediary or in any other capacity, or that a package within the meaning of this Directive does not constitute a package, shall not absolve the organiser from the obligations imposed on organisers under this Directive.		1. A declaration by an organiser that he is acting exclusively as a provider of a travel service, as an intermediary or in any other capacity, or that a package within the meaning of this Directive does not constitute a package, shall not absolve the organiser from the obligations imposed on organisers under this Directive.	1. A declaration by an organiser of a package <u>or a trader facilitating a linked travel arrangement</u> that he <u>or she</u> is acting exclusively as a <u>travel service provider of a travel service</u> , as an intermediary or in any other capacity, or that a package <u>or a linked travel arrangement</u> within the meaning of this Directive does not constitute a package <u>or a linked travel arrangement</u> , shall not absolve those traders from the obligations imposed on them under this Directive.
294.	2. Travellers may not waive the rights conferred on them by the national measures transposing this Directive		2. Travellers may not waive the rights conferred on them by the national measures transposing this Directive.	2. Travellers may not waive the rights conferred on them by the national measures transposing this Directive.

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295.	3. Any contractual arrangement or any statement by the traveller which directly or indirectly waives or restricts the rights conferred on travellers pursuant to this Directive or aims to circumvent the application of this Directive shall not be binding on the traveller.		3. Any contractual arrangement or any statement by the traveller which directly or indirectly waives or restricts the rights conferred on travellers pursuant to this Directive or aims to circumvent the application of this Directive shall not be binding on the traveller.	3. Any contractual arrangement or any statement by the traveller which directly or indirectly waives or restricts the rights conferred on travellers pursuant to this Directive or aims to circumvent the application of this Directive shall not be binding on the traveller.
296.	<i>Article 22 Enforcement</i>	<i>Article 22 Enforcement</i>	<i>Article 22 Enforcement</i>	Article 22 Enforcement
297.	Member States shall ensure that adequate and effective means exist to ensure compliance with this Directive.	Member States shall ensure that adequate and effective means exist to ensure compliance with this Directive.	Member States shall ensure that adequate and effective means exist to ensure compliance with this Directive.	Member States shall ensure that adequate and effective means exist to ensure compliance with this Directive.

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298.		<p>AM 129</p> <p><i>Member States shall furthermore ensure that adequate mechanisms are in place to ensure that no misleading practices from traders or organisers are in place, in particular creating an expectation on the part of consumer of rights and guarantees that are not provided for in the relevant contract.</i></p>		
299.	<i>Article 23 Penalties</i>	<i>Article 23 Penalties</i>	<i>Article 23 Penalties</i>	Article 23 Penalties
300.	Member States shall lay down the rules on penalties which enforcement bodies may impose on traders for infringing the national provisions adopted pursuant to this Directive and shall take all measures necessary to ensure that they are implemented. The penalties provided for shall be effective, proportionate and dissuasive.		Member States shall lay down the rules on penalties which enforcement bodies may impose on traders applicable to for infringing the infringements of national provisions adopted pursuant to this Directive and shall take all measures necessary to ensure that they are implemented. The penalties provided for shall be effective, proportionate and dissuasive.	Member States shall lay down the rules on penalties which enforcement bodies may impose on traders applicable to for infringing the infringements of national provisions adopted pursuant to this Directive and shall take all measures necessary to ensure that they are implemented. The penalties provided for shall be effective, proportionate and dissuasive.

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301.	<i>Article 24 Reporting by the Commission and review</i>	<i>Article 24 Reporting by the Commission and review</i>	<i>Article 24 Reporting by the Commission and review</i>	Article 24 Reporting by the Commission and review
302.	By [5 years after its entry into force], the Commission shall submit a report on the application of this Directive to the European Parliament and the Council. The report shall be accompanied, where necessary, by legislative proposals to adapt this Directive to developments in the field of traveller rights.		By [5 years after its entry into force], the Commission shall submit a report on the application of this Directive to the European Parliament and the Council. The report shall be accompanied, where necessary, by legislative proposals to adapt this Directive to developments in the field of traveller rights.	<p><u>By [3 years after its entry into force], the Commission shall submit a report to the European Parliament and the Council on the provisions of this Directive applying to online bookings made at different points of sale and the qualification of such bookings as packages, linked travel arrangements or stand-alone travel services, and in particular on Article 3(2)(b)(v) and whether an adjustment or broadening of this definition is appropriate.</u></p> <p>By [5 years after its entry into force], the Commission shall submit a <u>general</u> report on the application of this Directive to the European Parliament and the Council.</p> <p><u>That both reports</u> shall be accompanied, where necessary, by</p>

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				legislative proposals. to adapt this Directive to developments in the field of traveller rights.
303.	<i>Article 25 Amendment of Regulation (EC) No 2006/2004 and Directive 2011/83/EU</i>	<i>Article 25 Amendment of Regulation (EC) No 2006/2004 and Directive 2011/83/EU</i>	<i>Article 25 Amendment of Regulation (EC) No 2006/2004 and Directive 2011/83/EU</i>	Article 25 Amendment of Regulation (EC) No 2006/2004 and Directive 2011/83/EU
304.	1. Point 5 of the Annex to Regulation (EC) No 2006/2004 is replaced by the following: '5. Directive [this Directive] of the European Parliament and of the Council of [date of adoption] on package travel and assisted travel arrangements, amending Regulation (EC) No 2006/2004, Directive 2011/83/EU and repealing Council Directive 90/314/EEC (OJ [...])'.		1. Point 5 of the Annex to Regulation (EC) No 2006/2004 is replaced by the following: '5. Directive [this Directive] of the European Parliament and of the Council of [date of adoption] on package travel and assisted travel arrangements, amending Regulation (EC) No 2006/2004, Directive 2011/83/EU and repealing Council Directive 90/314/EEC (OJ [...])'.	1. Point 5 of the Annex to Regulation (EC) No 2006/2004 <u>of the European Parliament and of the Council</u> ³² is replaced by the following: '5. Directive [this Directive] <u>.../.../EU</u> of the European Parliament and of the Council* of [date of adoption] on package travel and assisted travel arrangements, amending Regulation (EC) No 2006/2004, Directive 2011/83/EU and repealing Council Directive

³² Regulation (EC) No 2006/2004 of the European Parliament and of the Council of 27 October 2004 on cooperation between national authorities responsible for the enforcement of consumer protection laws (the Regulation on consumer protection cooperation) (OJ L 364, 9.12.2004, p. 1).

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				<p>90/314/EEC (OJ [...])'.</p> <hr/> <p>* <u>Directive .../.../EU of the European Parliament and of the Council of ... 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 (OJ L ...)</u>⁺⁺</p>
305.	<p>2. Point (g) of Article 3(3) of Directive 2011/83/EU is replaced by the following:</p> <p>'(g) on packages as defined in Article 3(2) of Directive [...] of the European Parliament and of the Council of [date of adoption] on package travel and assisted travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU and repealing Council Directive 90/314/EEC (OJ [...])", with</p>		<p>2. Point (g) of Article 3(3) of Directive 2011/83/EU is replaced by the following:</p> <p>'(g) on packages as defined in Article 3(2) of Directive [...] of the European Parliament and of the Council of [date of adoption] on package travel and assisted travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU and repealing Council Directive 90/314/EEC (OJ [...])", with the exception of Article 8(2), Article</p>	<p>2. Point (g) of Article 3(3) of Directive 2011/83/EU is replaced by the following:</p> <p>'(g) on packages as defined in point 2 of Article 3(2) of Directive .../.../EU of the European Parliament and of the Council._of [date of adoption].... on package travel, package holidays, package tours and assisted travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU and repealing</p>

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	the exception of Article 8(2), Article 19, Article 21 and Article 22.		19, Article 21 and Article 22.	<p>Council Directive 90/314/EEC (OJ [...]), with the exception of Article 8(2), Article 19, Article 21 and Article 22.</p> <p><u>Articles 6 (7), Articles 8 (2) and (6), Article 19, Article 21 and Article 22 of this Directive 2011/83/EU shall apply mutatis mutandis to packages as defined in point 2 of Article 3 of this Directive .../.../EU in relation to travellers within the meaning of point (6) of Article 3.</u></p> <p><u>* Directive .../.../EU of the European Parliament and of the Council of 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 (OJ L).</u></p>

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306.	Chapter VIII Final provisions			Chapter VIII Final provisions
307.	<i>Article 26 Repeals</i>	<i>Article 26 Repeals</i>	<i>Article 26 Repeals</i>	Article 2 Repeals
308.	<p>Directive 90/314/EC is repealed as of [18 months after the entry into force of this Directive].</p> <p>References to the repealed Directive shall be construed as references to this Directive and shall be read in accordance with the table in Annex I to this Directive.</p>	<p>AM 130</p> <p>Directive 90/314/EC is repealed as of [24 months after the entry into force of this Directive].</p> <p>References to the repealed Directive shall be construed as references to this Directive and shall be read in accordance with the table in Annex I to this Directive.</p>	<p>Directive 90/314/EC is repealed as of [18 30 months after the entry into force of this Directive].</p> <p>References to the repealed Directive shall be construed as references to this Directive and shall be read in accordance with the table in Annex I to this Directive.</p>	<p>Directive 90/314/EC is repealed with effect from [18 30 months after the entry into force of this Directive].</p> <p>References to the repealed Directive shall be construed as references to this Directive and shall be read in accordance with the <u>correlation</u> table <u>set out</u> in Annex I to this Directive.</p>
309.	<i>Article 27 Transposition</i>	<i>Article 27 Transposition</i>	<i>Article 27 Transposition</i>	Article 27 Transposition

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
310.	1. Member States shall adopt and publish, by [18 months after the entry into force of this Directive] at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those provisions.	AM 131 1. Member States shall adopt and publish, by [24 months after the entry into force of this Directive] at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those <i>measures</i> .	1. Member States shall adopt and publish, by 18 24 months after the entry into force of this Directive at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those provisions.	1. Member States shall adopt and publish, by 18 24 months after the entry into force of this Directive at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those provisions <u>measures.</u>
311.	2. They shall apply those provisions from [18 months after the entry into force of this Directive].	AM 133 2. They shall apply those <i>measures</i> from [24 months after the entry into force of this Directive].	They shall apply those provisions from 18 30 months after the entry into force of this Directive.	2. They shall apply those provisions from 18 30 months after the entry into force of this Directive.

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
312.	3. When Member States adopt those provisions, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall determine how such reference is to be made.		3. When Member States adopt those provisions, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall determine how such reference is to be made.	3. When Member States adopt those provisions measures , they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall determine how such reference is to be made.
313.	4. Member States shall communicate to the Commission the text of the main provisions of national law which they adopt in the field covered by this Directive.		4. Member States shall communicate to the Commission the text of the main provisions of national law which they adopt in the field covered by this Directive.	4. Member States shall communicate to the Commission the text of the main provisions of national law which they adopt in the field covered by this Directive.

Nr	Commission proposal	EP first reading vote of 12/3/2014	Council General approach of 04/12/2014	Presidency compromise proposal
314.	<i>Article 28</i> <i>Entry into force</i>	<i>Article 28</i> <i>Entry into force</i>	<i>Article 28</i> <i>Entry into force</i>	Article 28 Entry into force
315.	This Directive shall enter into force on the [twentieth day following that of its publication in the <i>Official Journal of the European Union</i>].		This Directive shall enter into force on the [twentieth day following that of its publication in the <i>Official Journal of the European Union</i>].	This Directive shall enter into force on the [twentieth day following that of its publication in the <i>Official Journal of the European Union</i>].
316.	<i>Article 29</i> <i>Addressees</i>	<i>Article 29</i> <i>Addressees</i>	<i>Article 29</i> <i>Addressees</i>	Article 29 Addressees
317.	This Directive is addressed to the Member States. Done at Brussels,		This Directive is addressed to the Member States. Done at Brussels,	This Directive is addressed to the Member States Done at Brussels...

ANNEXES

ANNEX I^{33*}

Numbering of articles in Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours	Numbering of articles in this Directive
Article 1	Article 1 (modified)
Article 2 (1)	Article 3 (2) (modified) and Article 2 (2) (a)
Article 2 (2)	Article 3 (8) (modified)
Article 2 (3)	Article 3 (9) (modified)
Article 2 (4)	Article 3 (6) (modified)
Article 2 (5)	Article 3 (3) (modified)
Article 3 (1)	Deleted
Article 3 (2)	Deleted, however main parts incorporated in Articles 4 and 5 (modified)
Article 4 (1)	Article 4 (1) (modified), Article 6 (2) (modified) and Article 6 (4) (modified)
Article 4 (1)(b)(iv)	Deleted
Article 4 (2)(a)	Article 6 (2) (modified)
Article 4 (2)(b)	Article 5(3) (modified) and Article 6(1) and (3) (modified)
Article 4 (2)(c)	Deleted
Article 4 (3)	Article 7 (modified)

³³ This list is for information purposes only. When an article in the list related to this Directive is indicated as corresponding to an article in Directive 90/314/EEC, this means that at least certain elements of a rule in Directive 90/314/EEC are also to be found in this Directive, but does not mean that the wording of the relevant provisions is the same.

* [Table to be adapted during legal-linguistic revision]

Article 4 (4)	Article 8 (modified)
Article 4 (5)	Article 9 (2) (modified)
Article 4 (6)	Article 9 (3) and (4) (modified) and Article 10 (3) and (4) (modified)
Article 4 (7)	Article 11 (3), (4) and (7) (modified)
Article 5 (1)	Article 11 (1) (modified)
Article 5 (2)	Article 12 (2) (3) and (4) (modified) and Article 14 (modified)
Article 5 (3)	Article 21 (3) (modified)
Article 5 (4)	Article 6 (2)(c) (modified) and Article 12 (3)(b) (modified)
Article 6	Article 11 (2) (modified)
Article 7	Article 15 (modified) and Article 16 (modified)
Article 8	Deleted
Article 9 (1)	Article 27 (1), (2) and (3) (modified)
Article 9 (2)	Article 27 (4) (modified)
Article 10	Article 29

A. Information to be provided where a package travel contract is to be concluded by means of distance communication

The combination of travel services offered to you is a *package within the meaning of the EU Package Travel Directive*.

Therefore, you will benefit from all EU rights of package travellers. Company\ies XY will be fully responsible for the correct performance of the trip or holiday as a whole.

Additionally, as required by law, company\ies XY has/have protection in place to reimburse travellers and ensure repatriation in the event that it becomes/they become insolvent.

More information

Following the link the traveller will receive this information:

Key Rights under the EU Package Travel Directive

- **Travellers receive all essential information about the holiday before signing the contract.**
- **There is always at least one party that is liable for the correct performance of all the services included in the contract.**
- **Travellers are given an emergency number or a contact point where they can get in touch with the organiser or the travel agent.**
- **Travellers can transfer the package to another person, on reasonable notice and possibly subject to a fee.**
- **The price of the trip can only ~~not~~ be changed for specific reasons, if expressly foreseen in the contract, and not in any case later than 20 days before start of the package. If the increase exceeds 8% the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction under the same circumstances.**
- **Travellers may terminate the contract free of charge and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the holiday cancels the package, travellers are entitled to a refund and compensation where appropriate.**

- Travellers may terminate the contract free of charge before the start of the package in exceptional circumstances, for instance, if there are serious security problems at the destination which are likely to affect the holiday.
- Additionally, travellers may always terminate the contract against an appropriate termination fee.
- If, after start of the package, significant elements of the package cannot be provided as agreed, alternative arrangements will have to be made at no extra cost.
- The organiser has to provide assistance if a traveller is in difficulty.
- The traveller is entitled to price reduction and/or compensation in case of non-performance of (parts of) the contract by the organiser.
- If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where relevant, the retailer, becomes insolvent after the start of the package and if transport is included in the trip or holiday, repatriation of the travellers is secured. XY has taken out insolvency protection with YZ [contact details of the insurance body/authority providing insolvency protection]. Travellers may contact this body/authority if services are denied because of XY's insolvency.

Directive 2015/XX/EU as transposed into the relevant national law(s) [LINK]

B. Information sheet to be provided where a package travel contract is to be concluded in the physical presence of a trader

The combination of travel services offered to you is a package within the meaning of the EU Package Travel Directive.

Therefore, you will benefit from all EU rights of package travellers. Company/ies XY will be fully responsible for the correct performance of the trip or holiday as a whole.

Additionally, as required by law, company/ies XY has/have protection in place to reimburse travellers and ensure repatriation in the event that it becomes/they become insolvent.

Key Rights under the EU Package Travel Directive

- **Travellers receive all essential information about the holiday before signing the contract.**
- **There is always at least one party that is liable for the correct performance of all the services included in the contract.**
- **Travellers are given an emergency number or a contact point where they can get in touch with the organiser or the travel agent.**
- **Travellers can transfer the package to another person, on reasonable notice and possibly subject to a fee.**
- **The price of the trip can only be changed for specific reasons, if expressly foreseen in the contract, and not in any case later than 20 days before start of the package. If the increase exceeds 8% the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction under the same circumstances.**
- **Travellers may terminate the contract free of charge and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the holiday cancels the package, travellers are entitled to a refund and compensation where appropriate.**
- **Travellers may terminate the contract free of charge before the start of the package in exceptional circumstances, for instance, if there are serious security problems at the destination which are likely to affect the holiday.**

- Additionally, travellers may always terminate the contract against an appropriate termination fee.
- If, after start of the package, significant elements of the package cannot be provided as agreed, alternative arrangements will have to be made at no extra cost.
- The organiser has to provide assistance if a traveller is in difficulty.
- The traveller is entitled to price reduction and/or compensation in case of non-performance of (parts of) the contract by the organiser.
- If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where relevant, the retailer becomes insolvent after the start of the package and if transport is included in the trip or holiday, repatriation of the travellers is secured. XY has taken out insolvency protection with YZ [contact details of the insurance body/authority providing insolvency protection]. Travellers may contact this body/authority if services are denied because of XY's insolvency.

[Website where Directive 2015/XX/EU as transposed into the relevant national law(s) can be found.]

C. Information to be provided where a package organiser transmits data to another trader in accordance with Article 3, point 2, (b) (v)

If you conclude a contract with company AB within 24 hours of receiving the booking confirmation from company XY the travel service provided by XY and AB will constitute a package within the meaning of the EU Package Travel Directive.

In that case, you will benefit from all EU rights of package travellers.

Company XY will be fully responsible for the correct performance of the trip or holiday as a whole.

Additionally, as required by law, company\ies XY has/have protection in place to reimburse travellers and ensure repatriation in the event that it becomes/they become insolvent.

More information

Following the link the traveller will receive this information:

Key Rights under the EU Package Travel Directive

- **Travellers receive all essential information about the holiday soon after a package has been created.**
- **There is always at least one party that is liable for the correct performance of all the services included in the contract.**
- **Travellers are given an emergency number or a contact point where they can get in touch with the organiser or the travel agent.**
- **Travellers can transfer the package to another person, on reasonable notice and possibly subject to a fee.**

- The price of the trip can only be changed for specific reasons, if expressly foreseen in the contract, and not in any case later than 20 days before start of the package. If the increase exceeds 8% the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction under the same circumstances.
- Travellers may terminate the contract free of charge and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the holiday cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract free of charge before the start of the package in exceptional circumstances, for instance, if there are serious security problems at the destination which are likely to affect the holiday.
- Additionally, travellers may always terminate the contract against an appropriate termination fee.
- If, after start of the package, significant elements of the package cannot be provided as agreed, alternative arrangements will have to be made at no extra cost. Otherwise travellers may terminate the contract.
- The organiser has to provide assistance if a travellers are in difficulty.
- The traveller is entitled to price reduction and/or compensation in case of non-performance of (parts of) the contract by the organiser.
- If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where relevant, the retailer becomes insolvent after the start of the package and if transport is included in the trip or holiday, repatriation of the travellers is secured. XY has taken out insolvency protection with YZ [contact details of the insurance body/authority providing insolvency protection]. Travellers may contact this body/authority if services are denied because of XY's insolvency.

Directive 2015/XX/EU as transposed into the relevant national law(s) [LINK]

A. Information to be provided if the trader facilitating an online linked travel arrangement within the meaning of Article 3 point 5 (b) is a carrier selling a return ticket

If you book additional travel services via this link/these links, you will NOT benefit from rights of package travellers under the EU Package Travel Directive.

Therefore, company XY will not be responsible for the correct performance of those additional travel services. In case of problems please contact the relevant service provider.

However, if you book additional travel services via this link/these links within 24 hours after the confirmation of your contract with XY, they will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency, and, where necessary, for your repatriation. Please note this does not provide a refund in the event of the insolvency of the relevant service provider.

More information

Following the link the traveller will receive this information:

XY has taken out insolvency protection with YZ (contact details -including name, geographical address, e-mail and phone number- of the body in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Please contact this body if the services you have booked are denied because of XY's insolvency.

Note: This insolvency protection does not cover contracts with other parties which can be performed despite XY's insolvency.

Directive 2015/XX/EU as transposed into the relevant national law(s) /LINK/

B. Information to be provided in the situation of an online reservation if the trader facilitating an online linked travel arrangement within the meaning of Article 3 point 5 (b) is a trader other than a carrier selling a return ticket

If you book additional travel services via this link, you will NOT benefit from rights of package under the EU Package Travel Directive.

Therefore, company XY will not be responsible for the correct performance of the additional travel services. In case of problems please contact the relevant service provider.

However, if you book additional travel services via this link/these links within 24 hours after the confirmation of your contract with XY, they will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency. Please note this does not provide a refund in the event of the insolvency of the relevant service provider.

More information

Following the link the traveller will receive this information:

XY has taken out insolvency protection with YZ (contact details -including name, geographical address, e-mail and phone number- of the body in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Please contact this body if the services you have booked are denied because of XY's insolvency.

Note: This insolvency protection does not cover contracts with other parties which can be performed despite XY's insolvency.

Directive 2015/XX/EU as transposed into the relevant national law(s) /LINK/

C. Information to be provided for linked travel arrangements within the meaning of Article 3 point 5 (a) facilitated online by a carrier selling a return ticket

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights of package travellers under the EU Package Travel Directive.

Therefore, our company/ XY will not be responsible for the correct performance of the individual travel services. In case of problems please contact the relevant service provider.

However, if you book any additional travel services during the same visit of our/XY's booking site, the travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency, and, where necessary, for your repatriation. Please note this does not provide a refund in the event of the insolvency of the relevant service provider.

More information

Following the link the traveller will receive this information:

XY has taken out insolvency protection with YZ (contact details -including name, geographical address, e-mail and phone number- of the body in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Please contact this body if the services you have booked are denied because of XY's insolvency.

Note: This insolvency protection does not cover contracts with other parties which can be performed despite XY's insolvency.

Directive 2015/XX/EU as transposed into the relevant national law(s) [/LINK/](#)

D. Information to be provided for linked travel arrangements within the meaning of Article 3 point 5 (a) facilitated online by a trader other than a carrier selling a return ticket

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights of package travellers under the EU Package Travel Directive.

Therefore, our company/ XY will not be responsible for the correct performance of the individual travel services. In case of problems please contact the relevant service provider.

However, if you book any additional travel services during the same visit of our/XY's booking site, the travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency. Please note this does not provide a refund in the event of the insolvency of the relevant service provider.

More information

Following the link the traveller will receive this information:

XY has taken out insolvency protection with YZ (contact details -including name, geographical address, e-mail and phone number- of the body in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Please contact this body if the services you have booked are denied because of XY's insolvency.

Note: This insolvency protection does not cover contracts with other parties which can be performed despite XY's insolvency.

Directive 2015/XX/EU as transposed into the relevant national law(s) /LINK/

E. Information sheet for linked travel arrangements within the meaning of Article 3 point 5 (a) where the contracts are concluded in the physical presence of the trader (other than a carrier selling a return ticket)

If , after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights of package travellers under the EU Package Travel Directive.

Therefore, our company/ XY will not be responsible for the correct performance of the individual travel services. In case of problems please contact the relevant service provider.

However, if you book any additional travel services during the same visit of or contact with our company/company XY, the travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency. Please note this does not provide a refund in the event of the insolvency of the relevant service provider.

XY has taken out insolvency protection with YZ (contact details -including name, geographical address, e-mail and phone number- of the body in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Please contact this body if the services you have booked are denied because of XY's insolvency.

Note: This insolvency protection does not cover contracts with other parties which can be performed despite XY's insolvency.