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THE EUROPEAN PARLIAMENT **THE COUNCIL**

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DIRECTIVE
OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL
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

DIRECTIVE (EU) 2015/…
OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL

of 25 November 2015

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

THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,

Having regard to the proposal from the European Commission,

After transmission of the draft legislative act to the national parliaments,

Having regard to the opinion of the European Economic and Social Committee[1],

After consulting the Committee of the Regions,

Acting in accordance with the ordinary legislative procedure[2],

[1] OJ C 170, 5.6.2014, p. 73.
[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 18 September 2015 (OJ C 360, 30.10.2015, p. 1). Position of the European Parliament of 27 October 2015 (not yet published in the Official Journal).

Whereas:

(1) Council Directive 90/314/EEC[1] 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, to remove ambiguities and to close legislative gaps.

(2) Tourism plays an important role in the economy of the Union, and package travel, package holidays and package tours ('packages') represent a significant proportion of the travel market. That 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 through which travel services are offered or sold. Travel services are not only combined in the form of traditional pre-arranged packages, but are often combined in a customised way. Many of those combinations of travel services 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 take account of those developments, to enhance transparency, and to increase legal certainty for travellers and traders.

(3) Article 169(1) and point (a) of Article 169(2) of the Treaty on the Functioning of the European Union (TFEU) provide that the Union is to contribute to the attainment of a high level of consumer protection through measures adopted pursuant to Article 114 TFEU.

[1] 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).

(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.

(5) In accordance with Article 26(2) and Article 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 the rights and obligations arising from contracts relating to package travel and to linked travel arrangements is necessary for the creation of a real consumer internal market in that area, striking the right balance between a high level of consumer protection and the competitiveness of businesses.

(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 act as a disincentive for travellers in one Member State from buying packages and 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 travellers and traders 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 linked travel arrangements.

(7) The majority of travellers buying packages or linked travel arrangements are consumers within the meaning 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, there are companies or organisations that make travel arrangements on the basis of a general agreement, often concluded for numerous travel arrangements for a specified period, for instance with a travel agency. The latter type of travel arrangements does not require the level of protection designed for consumers. Therefore, this Directive should apply to business travellers, including members of liberal professions, or self-employed or other natural persons, where they do not make travel arrangements on the basis of a general agreement. In order to avoid confusion with the definition of the term 'consumer' used in other Union legislation, persons protected under this Directive should be referred to as 'travellers'.

(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 where separate travel services are combined 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[1], it should make no difference whether travel services are combined before any contact with the traveller or at the request of or in accordance with the selection made by the traveller. The same principles should apply irrespective of whether the booking is made through a high street trader or online.

(9) For the sake of transparency, packages should be distinguished from linked travel arrangements, where online or high street traders facilitate the procurement of travel services by travellers leading the traveller to conclude contracts with different travel services providers, including through linked booking processes, which do not contain the features of a package and in relation to which it would not be appropriate to apply all of the obligations applicable to packages.

[1] See Judgment of the Court of Justice of 30 April 2002, Club Tour, Viagens e Turismo SA v. Alberto Carlos Lobo Gonçalves Garrido and Club Med Viagens Ld.a, C-400/00, ECLI:EU:C:2002:272.

(10) In the 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 this Directive. That is the case, for instance, where different types of travel services are purchased for the purpose of the same trip or holiday from a single point of sale and those services have been selected before the traveller agrees to pay, that is to say within the same booking process, or where such services are offered, sold or charged at an inclusive or total price, 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'.

(11) It should be clarified that travel services combined after the conclusion of a contract by which a trader entitles a traveller to choose among a selection of different types of travel services, such as in the case of a package travel gift box, constitute a package. Moreover, a combination of travel services should be considered to be a package where the traveller's name, payment details and e-mail address are transmitted between the traders and where another contract is concluded at the latest 24 hours after the booking of the first travel service is confirmed.

(12) At the same time, linked 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 linked travel arrangements should also be distinguished from linked websites which do not have the objective of concluding a contract with the traveller and from links through which travellers are simply informed about further travel services in a general way, 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.

(13) Specific rules should be laid down for both high street and online traders which assist travellers, on the occasion of a single visit or contact with their point of sale, in concluding separate contracts with individual service providers and for online traders which, for instance, through linked online booking processes, facilitate in a targeted manner the procurement of at least one additional travel service from another trader, where a contract is concluded at the latest 24 hours after the confirmation of the booking of the first travel service. Such facilitation will often be based on a commercial link involving remuneration between the trader who facilitates the procurement of additional travel services and the other trader, regardless of the calculation method of such remuneration which might, for instance, be based on the number of clicks or on the turnover. Those 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 traveller 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 website of another service provider or intermediary. While those arrangements should not constitute packages within the meaning of this Directive, under which one organiser is liable for the proper performance of all travel services, such linked travel arrangements constitute an alternative business model that often competes closely with packages.

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

(15) The purchase of a travel service on a stand-alone basis as a single travel service should constitute neither a package nor a linked travel arrangement.

(16) In order to increase clarity for travellers and enable them to make informed choices as to the different types of travel arrangements on offer, traders should be required to state 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. 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 relevant enforcement authorities should intervene where traders do not provide accurate information to travellers.

(17) Only the combination of different types of travel services, such as accommodation, carriage of passengers by bus, rail, water or air, as well as rental of motor vehicles or certain motorcycles, should be considered for the purposes of identifying a package or a linked travel arrangement. Accommodation for residential purposes, including for long-term language courses, should not be considered as accommodation within the meaning of this Directive. 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 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, or 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 its own right if the main component is clearly transport.

(18) Other tourist services which are not intrinsically part of carriage of passengers, accommodation or the rental of motor vehicles or certain motorcycles, may be, for instance, admission to concerts, sport events, excursions or event parks, guided tours, ski passes and rental of sports equipment such as skiing equipment, or spa treatments. However, if such services are combined with only one other type of travel service, for instance accommodation, this should lead to the creation of a package or linked travel arrangement only if they account for a significant proportion of the value of the package or linked travel arrangement, or are advertised as or otherwise represent an essential feature of the trip or holiday. If other tourist services account for 25 % or more of the value of the combination, those services should be considered as representing a significant proportion of the value of the package or linked travel arrangement. It should be clarified that where other tourist services are added, 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. This should not lead to circumvention of this Directive, with organisers or retailers offering the traveller the selection of additional tourist services in advance and then offering conclusion of the contract for those services only after the performance of the first travel service has started.

(19) Since there is less need to protect travellers in cases of short-term trips, and in order to avoid an unnecessary burden for traders, trips lasting less than 24 hours which do not include accommodation, as well as packages or linked travel arrangements offered or facilitated occasionally and on a not-for-profit basis and only to a limited group of travellers, should be excluded from the scope of this Directive. The latter may for example include 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 that exclusion should be made publicly available in order to ensure that traders and travellers are properly informed that those packages or linked travel arrangements are not covered by this Directive.

(20) This Directive should be without prejudice to national contract law for those aspects that are not regulated by it.

(21) 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 (such as the rental of holiday homes) or for packages and linked travel arrangements that are offered or facilitated, on a not-for-profit basis to a limited group of 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.

(22) The main characteristic of a package is that there is one trader responsible as an organiser for the proper performance of the package as a whole. Only in cases where another trader is acting as the organiser of a package should a trader, typically a high street or online 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 that trader's involvement in the creation of the package, and not on how the trader describes his business. When considering whether a trader is an organiser or retailer, it should make no difference whether that trader is acting on the supply side or presents himself as an agent acting for the traveller.

(23) Directive 90/314/EEC has given discretion to the Member States to determine whether retailers, organisers or both retailers and organisers are liable for the proper performance of a package. That flexibility has led to ambiguity in some Member States as to which trader is liable for the performance of the relevant travel services. Therefore, it should be clarified in this Directive that organisers are responsible for the performance of the travel services included in the package travel contract, unless national law provides that both the organiser and the retailer are liable.

(24) In relation to packages, retailers should be responsible together with the organiser for the provision of pre-contractual information. In order to facilitate communication, in particular in cross-border cases, travellers should be able to contact the organiser also via the retailer through which they purchased the package.

(25) 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 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.

(26) 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, comprehensibly and prominently communicated to the traveller before the conclusion of the package travel contract. However, in the light of new communication technologies, which easily allow updates, there is no longer any need to lay down specific rules on brochures, while it is appropriate to ensure that, changes to pre-contractual information are communicated to the traveller. It should always be possible to make changes to pre-contractual information where expressly agreed by both parties to the package travel contract.

(27) The information requirements laid down in this Directive are exhaustive, but should be without prejudice to the information requirements laid down in other applicable Union legislation[1].

(28) Organisers should provide general information on the 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.

[1] 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).

(29) Taking into account the specificities of package travel contracts, the rights and obligations of the contracting parties should be laid down for the period before and after the start of the package, in particular if the package is not properly performed or if particular circumstances change.

(30) 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 travel contract 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.

(31) Travellers should also be able to terminate the package travel contract at any time before the start of the package in return for payment of an appropriate and justifiable termination fee, taking into account expected cost savings and income from alternative deployment of the travel services. They should also have the right to terminate the package travel contract without paying any termination fee where unavoidable and extraordinary circumstances will significantly affect the performance of the package. 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 package travel contract.

(32) In specific situations, the organiser should also be entitled to terminate the package travel contract before the start of the package without paying compensation, for instance if the minimum number of participants is not reached and where that possibility has been reserved in the contract. In that event, the organiser should refund all payments made in respect of the package.

(33) 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 package travel contract if the changes alter significantly any of the main characteristics of the travel services. 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 package travel contract should be considered significant, for instance, where they would impose on the traveller considerable inconvenience or additional costs, for instance rearrangement of transport or accommodation. Price increases should be possible only if there has been a change in the cost of fuel or other power sources for the carriage of passengers, in taxes or fees imposed by a third party not directly involved in the performance of the travel services included in the package travel contract or in the exchange rates relevant to the package and only if the contract expressly reserves the possibility of such a price increase and states that the traveller is entitled to a price reduction corresponding to a decrease in those costs. If the organiser proposes a price increase of more than 8 % of the total price, the traveller should be entitled to terminate the package travel contract without paying a termination fee.

(34) 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 package travel contract cannot be provided, the traveller should be offered suitable alternative arrangements. If the organiser does not remedy the lack of conformity within a reasonable period 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 catch his flight on time. Travellers should also be entitled to a price reduction, termination of the package travel contract and/or compensation for damages. Compensation should also cover non-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. 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 during the performance of a travel service included in the package travel contract. 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.

(35) In order to ensure consistency, it is appropriate to align the provisions of this Directive with international conventions regulating travel services and with the Union passenger rights legislation. Where the organiser is liable for failure to perform or improper performance of the travel 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[1], the Convention of 1980 concerning International Carriage by Rail (COTIF)[2] and the Athens Convention of 1974 on the Carriage of Passengers and their Luggage by Sea[3]. Where it is impossible to ensure the traveller's timely return to the place of departure because of unavoidable and extraordinary circumstances, the organiser should bear the cost of the travellers' necessary accommodation for a period not exceeding three nights per traveller, unless longer periods are provided for in existing or future Union passenger rights legislation.

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1 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).

2 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).

3 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).

(36) This Directive should not affect the rights of travellers to present claims both under this Directive and under other relevant Union legislation or international conventions, so that travellers 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 more than one party. It should be clarified that, in order to avoid overcompensation, compensation or price reduction granted under this Directive and the compensation or price reduction granted under other relevant Union legislation or international conventions should be deducted from each other. The organiser's liability should be without prejudice to the right to seek redress from third parties, including service providers.

(37) If the traveller is in difficulty during the trip or holiday, the organiser should be obliged to give appropriate assistance without undue delay. Such assistance should consist mainly of 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.

(38) In its Communication of 18 March 2013 entitled '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 261/2004 of the European Parliament and of the Council[1] and of Regulation (EC) No 1008/2008, 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 does not therefore address insolvency protection for packages and for linked travel arrangements.

(39) Member States should ensure that travellers purchasing a package are fully protected against the organiser's insolvency. Member States in which organisers are established should ensure that they provide security for the refund of all payments made by or on behalf of travellers and, insofar as a package includes the carriage of passengers, for the traveller's repatriation in the event of the organiser's insolvency. However, it should be possible to offer travellers the continuation of the package. While retaining discretion as to the way in which insolvency protection is to be arranged, Member States should ensure that the protection is effective. 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 where service providers require travellers to pay for them. Member States should be able to require that organisers provide travellers with a certificate documenting a direct entitlement against the provider of the insolvency protection.

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[1] 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).

(40) For the insolvency protection to be effective, it should cover the foreseeable amounts of payments affected by the organiser's insolvency and, where applicable, the foreseeable cost for repatriations. This means that the protection should be sufficient to cover all foreseeable payments made by or 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. That will generally mean that the security has to cover a sufficiently high percentage of the organiser's turnover in respect of packages, and may depend on factors such as the type 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 he 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 insolvency protection in the event of increased risks, including a significant increase in the sale of packages. 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.

(41) Given the differences in national law and practice regarding the parties to a package travel contract and the receipt of payments made by or on behalf of travellers, Member States should be allowed to require retailers to take out insolvency protection as well.

(42) In line with Directive 2006/123/EC, it is appropriate to lay down rules so as to prevent insolvency protection obligations from acting as an obstacle to the free movement of services and the freedom of establishment. Therefore, Member States should be obliged to recognise insolvency protection under the law of the Member State of establishment. In order to facilitate the administrative cooperation and supervision of organisers and, where applicable, retailers which are operating in different Member States with regard to insolvency protection, Member States should be obliged to designate central contact points.

(43) Traders facilitating linked travel arrangements should be obliged to inform travellers that they are not buying a package and that individual travel service providers are solely responsible for the proper performance of their contracts. 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 individual contracts forming part of a linked travel arrangement are subject to general Union consumer protection legislation and sector-specific Union legislation.

(44) 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.

(45) Travellers should be protected in relation to errors occurring in the booking process of packages and linked travel arrangements.

(46) It should be confirmed that travellers may not waive rights stemming from this Directive and that organisers or traders facilitating linked travel arrangements may not escape from their obligations by claiming that they are simply acting as a travel service provider, an intermediary, or in any other capacity.

(47) Member States should lay down rules on penalties for infringements of national provisions transposing this Directive and ensure that they are implemented. Those penalties should be effective, proportionate and dissuasive.

(48) The adoption of this Directive makes it necessary to adapt certain Union consumer protection legislative acts. In particular, it should be clarified that Regulation (EC) 2006/2004 of the European Parliament and of the Council[1] applies to infringements of this Directive. Also, taking into account the fact that Directive 2011/83/EU of the European Parliament and the Council[2] 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 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, and that certain consumer rights laid down in that Directive also apply to packages.

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1 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).

2 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).

(49) This Directive is without prejudice to rules on the protection of personal data laid down in Directive 95/46/EC of the European Parliament and of the Council[1] and to the Union rules on private international law, including Regulation (EC) No 593/2008 of the European Parliament and of the Council[2].

(50) It should be clarified that the regulatory requirements of this Directive on insolvency protection and information in relation to linked travel arrangements should also apply to traders not established in a Member State which by any means direct their activities within the meaning of Regulation (EC) No 593/2008 and Regulation (EU) No 1215/2012 of the European Parliament and of the Council[3] to one or more Member States.

(51) Since the objective of this Directive, namely to contribute to the proper functioning of the internal market and to the achievement of a high and as uniform as possible level of consumer protection, cannot be sufficiently achieved by the Member States, but can rather, by reason of its scale, be better achieved at Union level, the Union may adopt 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 that objective.

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1 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).

2 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).

3 Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (OJ L 351, 20.12.2012, p.1).

(52) This Directive respects the fundamental rights and observes the principles recognised by the Charter of Fundamental Rights of the European Union. This Directive, 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.

(53) In accordance with the Joint Political Declaration of 28 September 2011 of Member States and the Commission on explanatory documents[1], 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.

(54) Directive 90/314/EEC should therefore be repealed,

HAVE ADOPTED THIS DIRECTIVE:

[1] OJ C 369, 17.12.2011. p. 14.

Chapter I
Subject matter, scope, definitions and level of harmonisation

Article 1

Subject matter

The purpose of this Directive is to contribute to the proper functioning of the internal market and to the achievement of a high and as uniform as possible level of consumer protection by approximating certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts between travellers and traders relating to package travel and linked travel arrangements.

Article 2

Scope

1. This Directive applies to packages offered for sale or sold by traders to travellers and to linked travel arrangements facilitated by traders for travellers.

2. This Directive does not apply to:

   (a) packages and linked travel arrangements covering a period of less than 24 hours unless overnight accommodation is included;

(b) packages offered, and linked travel arrangements facilitated, occasionally and on a not-for-profit basis and only to a limited group of travellers;

(c) packages and linked travel arrangements purchased on the basis of a general agreement 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.

3. This Directive does 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.

Article 3

Definitions

For the purposes of this Directive, the following definitions apply:

(1) 'travel service' means:

(a) carriage of passengers;

(b) accommodation which is not intrinsically part of carriage of passengers and is not for residential purposes;

(c) rental of cars, other motor vehicles within the meaning of Article 3(11) of Directive 2007/46/EC of the European Parliament and of the Council[1], or motorcycles requiring a Category A driving licence in accordance with point (c) of Article 4(3) of Directive 2006/126/EC of the European Parliament and of the Council[2];

(d) any other tourist service not intrinsically part of a travel service within the meaning of points (a), (b) or (c);

(2) 'package' means a combination of at least two different types of travel services for the purpose of the same trip or holiday, if:

(a) those services are combined by one trader, including at the request of or in accordance with the selection of the traveller, before a single contract on all services is concluded; or

(b) irrespective of whether separate contracts are concluded with individual travel service providers, those services are:

(i) purchased from a single point of sale and those services have been selected before the traveller agrees to pay,

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1 Directive 2007/46/EC of the European Parliament and of the Council of 5 September 2007 establishing a framework for the approval of motor vehicles and their trailers, and of systems, components and separate technical units intended for such vehicles (Framework Directive) (OJ L 263, 9.10.2007, p. 1).

2 Directive 2006/126/EC of the European Parliament and of the Council of 20 December 2006 on driving licences (OJ L 403, 30.12.2006, p. 18).

(ii) offered, sold or charged at an inclusive or total price,

(iii) advertised or sold under the term 'package' or under a similar term,

(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

(v) purchased from separate traders through linked online booking processes where the traveller's name, 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 at the latest 24 hours after the confirmation of the booking of the first travel service.

A combination of travel services where not more than one type of travel service as referred to in point (a), (b) or (c) of point 1 is combined with one or more tourist services as referred to in point (d) of point 1 is not a package if the latter services:

(a) 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; or

(b) are selected and purchased only after the performance of a travel service as referred to in point (a), (b) or (c) of point 1 has started;

(3) 'package travel contract' means a contract on the package as a whole or, if the package is provided under separate contracts, all contracts covering travel services included in the package;

(4) 'start of the package' means the beginning of the performance of travel services included in the package;

(5) 'linked travel arrangement' means at least two different types of travel services purchased 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 trader facilitates:

(a) on the occasion of a single visit or contact with his point of sale, the separate selection and separate payment of each travel service by travellers; or

(b) in a targeted manner, the procurement of at least one additional travel service from another trader where a contract with such other trader is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.

Where not more than one type of travel service as referred to in point (a), (b) or (c) of point 1 and one or more tourist services as referred to in point (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 trip or holiday.

(6) 'traveller' means any person who is seeking to conclude a contract, or is entitled to travel on the basis of a contract concluded, within the scope of this Directive;

(7) 'trader' means any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession 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;

(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, or the trader who transmits the traveller's data to another trader in accordance with point (b)(v) of point 2;

(9) 'retailer' means a trader other than the organiser who sells or offers for sale packages combined by an organiser;

(10) 'establishment' means establishment as defined in point 5 of Article 4 of Directive 2006/123/EC;

(11) '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;

(12) 'unavoidable and extraordinary circumstances' means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken;

(13) 'lack of conformity' means a failure to perform or improper performance of the travel services included in a package;

(14) 'minor' means a person below the age of 18 years;

(15) '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 travellers as a single facility, including a telephone service;

(16) 'repatriation' means the traveller's return to the place of departure or to another place the contracting parties agree upon.

Article 4

Level of harmonisation

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 traveller protection.

Chapter II
Information obligations and content of the package travel contract

Article 5

Pre-contractual information

1. Member States shall ensure that, before the traveller is 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 standard information by means of the relevant form as set out in Part A or Part B of Annex I, and, where applicable to the package, with the following information:

   (a) the main characteristics of the travel services:

      (i) the travel destination(s), itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included;

      (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.

      Where the exact time is not yet determined, the organiser and, where applicable, the retailer shall inform the traveller of the approximate time of departure and return;

(iii) the location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination;

(iv) the meal plan;

(v) visits, excursion(s) or other services included in the total price agreed for the package;

(vi) where it 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 so, where possible, the approximate size of the group;

(vii) where the traveller's benefit from other tourist services depends on effective oral communication, the language in which those services will be carried out; and

(viii) whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the traveller's request, precise information on the suitability of the trip or holiday taking into account the traveller's needs;

(b) the trading name and geographical address of the organiser and, where applicable, of the retailer, as well as their telephone number and, where applicable, e-mail address;

(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 of the conclusion of the contract, an indication of the type of additional costs which the traveller may still have to bear;

(d) the arrangements for payment, 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, or financial guarantees to be paid or provided by the traveller;

(e) the minimum number of persons required for the package to take place and the time-limit, referred to in point (a) of Article 12(3), before the start of the package for the possible termination of the contract if that number is not reached;

(f) general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination;

(g) information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate termination fee, or, where applicable, the standardised termination fees requested by the organiser, in accordance with Article 12(1);

(h) information on optional or compulsory insurance to cover the cost of termination of the contract by the traveller or the cost of assistance, including repatriation, in the event of accident, illness or death.

For package travel contracts concluded by telephone, the organiser and, where applicable, the retailer shall provide the traveller with the standard information set out in Part B of Annex I, and the information set out in points (a) to (h) of the first subparagraph.

2. With reference to packages as defined in point (b)(v) of point 2 of Article 3 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 set out in points (a) to (h) of the first subparagraph of paragraph 1 of this Article in so far as it is relevant for the respective travel services they offer. The organiser shall also provide, at the same time, the standard information by means of the form set out in Part C of Annex I.

3. The information referred to in paragraphs 1 and 2 shall be provided in a clear, comprehensible and prominent manner. Where such information is provided in writing, it shall be legible.

Article 6

Binding character of pre-contractual information and conclusion of the package travel contract

1. Member States shall ensure that the information provided to the traveller pursuant to points (a), (c), (d), (e) and (g) of the first subparagraph of Article 5(1) shall form an integral part of the package travel contract and shall not be altered unless the contracting parties expressly agree otherwise. The organiser and, where applicable, the retailer shall communicate all changes to the pre-contractual information to the traveller in a clear, comprehensible and prominent manner before the conclusion of the package travel contract.

2. If the organiser and, where applicable, the retailer has not complied with the information requirements on additional fees, charges or other costs as referred to in point (c) of the first subparagraph of Article 5(1) before the conclusion of the package travel contract, the traveller shall not bear those fees, charges or other costs.

Article 7

Content of the package travel contract and documents to be supplied before the start of the package

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. At the conclusion of the package travel 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 package travel contract has been concluded in the simultaneous physical presence of the parties.

   With respect to off-premises contracts as defined in point 8 of Article 2 of Directive 2011/83/EU, a copy or confirmation of the package travel contract shall be provided to the traveller on paper or, if the traveller agrees, on another durable medium.

2. The package travel contract or confirmation of the contract shall set out the full content of the agreement which shall include all the information referred to in points (a) to (h) of the first subparagraph of Article 5(1) and the following information:

   (a) special requirements of the traveller which the organiser has accepted;

(b) information that the organiser is:

(i) responsible for the proper performance of all travel services included in the contract in accordance with Article 13; and

(ii) obliged to provide assistance if the traveller is in difficulty in accordance with Article 16;

(c) the name of the entity in charge of the insolvency protection and its contact details, including its geographical address, and, where applicable, the name of the competent authority designated by the Member State concerned for that purpose and its contact details;

(d) the name, address, telephone number, e-mail address and, where applicable, the fax number of the organiser's local representative, of a contact point or of another service which enables the traveller to contact the organiser quickly and communicate with him efficiently, to request assistance when the traveller is in difficulty or to complain about any lack of conformity perceived during the performance of the package;

(e) 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 13(2);

(f) where minors, unaccompanied by a parent or another authorised person, travel on the basis of a package travel contract which includes accommodation, information enabling direct contact with the minor or the person responsible for the minor at the minor's place of stay;

(g) information on available 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[1], and, where applicable, on the ADR entity by which the trader is covered and on the online dispute resolution platform pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council[2];

(h) information on the traveller's right to transfer the contract to another traveller in accordance with Article 9.

3. With reference to packages as defined in point (b)(v) of point 2 of Article 3, 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. The trader shall provide the organiser with the information necessary to comply with his obligations as an organiser.

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1 Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Directive on consumer ADR) (OJ L 165, 18.6.2013, p. 63).

2 Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR) (OJ L 165, 18.6.2013, p. 1).

As soon as the organiser is informed that a package has been created, the organiser shall provide to the traveller the information referred to in points (a) to (h) of paragraph 2 on a durable medium.

4. The information referred to in paragraphs 2 and 3 shall be provided in a clear, comprehensible and prominent manner.

5. In good time before the start of the package, the organiser shall provide the traveller with the necessary receipts, vouchers and tickets, information on the scheduled times of departure and, where applicable, the deadline for check-in, as well as the scheduled times for intermediate stops, transport connections and arrival.

Article 8

Burden of proof

As regards compliance with the information requirements laid down in this Chapter, the burden of proof shall be on the trader.

Chapter III
Changes to the package travel contract before the start of the package

Article 9

Transfer of the package travel contract to another traveller

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 package travel contract to a person who satisfies all the conditions applicable to that contract. Notice given at the latest seven days before the start of the package shall in any event be deemed to be reasonable.

2. The transferor of the package travel 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. The organiser shall inform the transferor about the actual costs of the transfer. Those costs shall not be unreasonable and shall not exceed the actual cost incurred by the organiser due to the transfer of the package travel contract.

3. The organiser shall provide the transferor with proof of the additional fees, charges or other costs arising from the transfer of the package travel contract.

Article 10

Alteration of the price

1. Member States shall ensure that after the conclusion of the package travel contract, prices may be increased only if the contract expressly reserves that possibility and states that the traveller is entitled to price reduction under paragraph 4. In that event the package travel contract shall state how price revisions are to be calculated. Price increases shall be possible exclusively as a direct consequence of changes in:

   (a) the price of the carriage of passengers resulting from the cost of fuel or other power sources;

   (b) the level of taxes or fees on the travel services included in the contract 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

   (c) the exchange rates relevant to the package.

2. If the price increase referred to in paragraph 1 of this Article exceeds 8 % of the total price of the package, Article 11(2) to (5) shall apply.

3. Irrespective of its extent, a price increase shall be possible only if the organiser notifies the traveller clearly and comprehensibly of it with a justification for that increase and a calculation, on a durable medium at the latest 20 days before the start of the package.

4. If the package travel contract stipulates the possibility of price increases, the traveller shall have the right to a price reduction corresponding to any decrease in the costs referred to in points (a), (b) and (c) of paragraph 1 that occurs after the conclusion of the contract before the start of the package.

5. In the event 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 provide proof of those administrative expenses.

Article 11

Alteration of other package travel contract terms

1. Member States shall ensure that, before the start of the package, the organiser may not unilaterally change package travel contract terms other than the price in accordance with Article 10*,* unless:

   (a) the organiser has reserved that right in the contract;

   (b) the change is insignificant; and

   (c) the organiser informs the traveller of the change in a clear, comprehensible and prominent manner on a durable medium.

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 referred to in point (a) of the first subparagraph of Article 5(1) or cannot fulfil the special requirements as referred to in point (a) of Article 7(2), or proposes to increase the price of the package by more than 8 % in accordance with Article 10(2), the traveller may within a reasonable period specified by the organiser:

(a) accept the proposed change; or

(b) terminate the contract without paying a termination fee.

If the traveller terminates the package travel contract, the traveller may accept a substitute package where this is offered by the organiser, if possible of an equivalent or a higher quality.

3. The organiser shall without undue delay inform the traveller in a clear, comprehensible and prominent manner on a durable medium of:

(a) the proposed changes referred to in paragraph 2 and, where appropriate in accordance with paragraph 4, their impact on the price of the package;

(b) a reasonable period within which the traveller has to inform the organiser of his decision pursuant to paragraph 2;

(c) the consequences of the traveller's failure to respond within the period referred to point (b), in accordance with applicable national law; and

(d) where applicable, the offered substitute package and its price.

4. Where the changes to the package travel contract referred to in the first subparagraph of paragraph 2 or the substitute package referred to in the second subparagraph of paragraph 2 result in a package of lower quality or cost, the traveller shall be entitled to an appropriate price reduction.

5. If the package travel contract is terminated pursuant to point (b) of the first subparagraph of paragraph 2 of this Article, and the traveller does not accept a substitute package, the organiser shall refund all payments made by or on behalf of the traveller without undue delay and in any event not later than 14 days after the contract is terminated. Article 14(2), (3), (4), (5) and (6) shall apply *mutatis mutandis*.

Article 12

Termination of the package travel contract
and the right of withdrawal before the start of the package

1. Member States shall ensure that the traveller may terminate the package travel contract at any time before the start of the package. Where the traveller terminates the package travel contract under this paragraph, the traveller may be required to pay an appropriate and justifiable termination fee to the organiser. The package travel contract may specify reasonable standardised termination fees based on the time of the termination of the contract before the start of the package and the expected cost savings and income from alternative deployment of the travel services. In the absence of standardised termination fees, the amount of the termination fee shall correspond to the price of the package minus the cost savings and income from alternative deployment of the travel services. At the traveller's request the organiser shall provide a justification for the amount of the termination fees.

2. Notwithstanding paragraph 1, the traveller shall have the right to terminate the package travel contract before the start of the package without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the performance of the package, or which significantly affect the carriage of passengers to the destination. In the event of termination of the package travel contract under this paragraph, the traveller shall be entitled to a full refund of any payments made for the package, but shall not be entitled to additional compensation.

3. The organiser may terminate the package travel contract and provide the traveller with a full refund of any payments made for the package, but shall not be liable for additional compensation, if:

(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 of the contract within the period fixed in the contract, but not later than:

(i) 20 days before the start of the package in the case of trips lasting more than six days;

(ii) seven days before the start of the package in the case of trips lasting between two and six days;

(iii) 48 hours before the start of the package in the case of trips lasting less than two days;

or

(b) the organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveller of the termination of the contract without undue delay before the start of the package.

4. The organiser shall provide any refunds required under paragraphs 2 and 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the appropriate termination fee. Such refunds or reimbursements shall be made to the traveller without undue delay and in any event not later than 14 days after the package travel contract is terminated.

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 package travel contract within a period of 14 days without giving any reason.

Chapter IV
Performance of the package

Article 13

Responsibility for the performance of the package

1. Member States shall ensure that the organiser is responsible for the performance of the travel services included in the package travel contract, irrespective of whether those services are to be performed by the organiser or by other travel service providers.

   Member States may maintain or introduce in their national law provisions under which the retailer is also responsible for the performance of the package. In that case the provisions of Article 7 and Chapter III, this Chapter and Chapter V which are applicable to the organiser shall also apply *mutatis mutandis* to the retailer.

2. 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 package travel contract.

3. If any of the travel services are not performed in accordance with the package travel contract, the organiser shall remedy the lack of conformity, unless that:

   (a) is impossible; or

   (b) entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected.

   If the organiser, in accordance with point (a) or point (b) of the first subparagraph of this paragraph, does not remedy the lack of conformity, Article 14 shall apply.

4. Without prejudice to the exceptions laid down in paragraph 3, if the organiser does not remedy the lack of conformity within a reasonable period 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.

5. Where a significant proportion of the travel services cannot be provided as agreed in the package travel contract, the organiser shall offer, at no extra cost to the traveller, suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract, for the continuation of the package, including where the traveller's return to the place of departure is not provided as agreed.

Where the proposed alternative arrangements result in a package of lower quality than that specified in the package travel contract, the organiser shall grant the traveller an appropriate price reduction.

The traveller may reject the proposed alternative arrangements only if they are not comparable to what was agreed in the package travel contract or the price reduction granted is inadequate.

6. Where a lack of conformity substantially affects the performance of the package and the organiser has failed to remedy it within a reasonable period set by the traveller, the traveller may terminate the package travel contract without paying a termination fee and, where appropriate, request, in accordance with Article 14, price reduction and/or compensation for damages.

If it is impossible to make alternative arrangements or the traveller rejects the proposed alternative arrangements in accordance with the third subparagraph of paragraph 5 of this Article, the traveller is, where appropriate, entitled to price reduction and/or compensation for damages in accordance with Article 14 without terminating the package travel contract.

If the package includes the carriage of passengers, the organiser shall, in the cases referred to in the first and second subparagraphs, also provide repatriation of the traveller with equivalent transport without undue delay and at no extra cost to the traveller.

7. As long as it is impossible to ensure the traveller's return as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the organiser shall bear the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three nights per traveller. Where 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.

8. The limitation of costs referred to in paragraph 7 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, and any person accompanying them, pregnant women and unaccompanied minors, 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 liability under paragraph 7 of this Article if the relevant transport provider may not rely on such circumstances under applicable Union legislation.

Article 14

Price reduction and compensation for damages

1. Member States shall ensure that the traveller is entitled to an appropriate price reduction for any period during which there was lack of conformity, unless the organiser proves that the lack of conformity is attributable to the traveller.

2. The traveller shall be entitled to receive appropriate compensation from the organiser for any damage which the traveller sustains as a result of any lack of conformity. Compensation shall be made without undue delay.

3. The traveller shall not be entitled to compensation for damages if the organiser proves that the lack of conformity is:

   (a) attributable to the traveller;

   (b) attributable to a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable; or

   (c) due to unavoidable and extraordinary circumstances.

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 travel 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 package travel contract may limit compensation to be paid by the organiser as long as that limitation does not apply to personal injury or damage caused intentionally or with negligence and does not amount to less than three times the total price of the package.

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 (EC) No 392/2009 of the European Parliament and of the Council[1], Regulation (EU) No 1177/2010 and Regulation (EU) No 181/2011, and under international conventions. Travellers shall be entitled to present claims under this Directive and under those Regulations and international conventions. Compensation or price reduction granted under this Directive and the compensation or price reduction granted under those Regulations and international conventions shall be deducted from each other in order to avoid overcompensation.

6. The limitation period for introducing claims under this Article shall not be less than two years.

Article 15

Possibility to contact the organiser via the retailer

Without prejudice to the second subparagraph of Article 13(1), Member States shall ensure that the traveller may address messages, requests or complaints in relation to the performance of the package directly to the retailer through which it was purchased. The retailer shall forward those messages, requests or complaints to the organiser without undue delay.

[1] Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents (OJ L 131, 28.5.2009, p. 24).

For the purpose of compliance with time-limits or limitation periods, receipt of the messages, requests or complaints referred to in the first subparagraph by the retailer shall be considered as receipt by the organiser.

Article 16

Obligation to provide assistance

Member States shall ensure that the organiser gives appropriate assistance without undue delay to the traveller in difficulty, including in the circumstances referred to in Article 13(7), in particular by:

(a) providing appropriate information on health services, local authorities and consular assistance; and

(b) assisting the traveller to make distance communications and helping the traveller to find alternative travel arrangements.

The organiser shall be able to charge a reasonable fee for such assistance if the difficulty is caused intentionally by the traveller or through the traveller's negligence. That fee shall not in any event exceed the actual costs incurred by the organiser.

Chapter V
Insolvency protection

Article 17

Effectiveness and scope of insolvency protection

1. Member States shall ensure that organisers established in their territory provide security for the refund of all payments made by or on behalf of travellers insofar as the relevant services are not performed as a consequence of the organiser's insolvency. If the carriage of passengers is included in the package travel contract, organisers shall also provide security for the travellers' repatriation. Continuation of the package may be offered.

   Organisers not established in a 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.

2. The security referred to in paragraph 1 shall be effective and shall cover reasonably foreseeable costs. It shall cover the amounts of payments made by or 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 in the event of the organiser's insolvency.

3. 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 entity in charge of the insolvency protection is located.

4. 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.

5. For travel services that have not been performed, refunds shall be provided without undue delay after the traveller's request.

Article 18

Mutual recognition of insolvency protection and administrative cooperation

1. Member States shall recognise as meeting the requirements of their national measures transposing Article 17 any insolvency protection an organiser provides under such measures of the Member State of his establishment.

2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers operating in different Member States. They shall notify the contact details of those contact points to all other Member States and the Commission.

3. The central contact points shall make available to each other all necessary information on their national insolvency protection requirements and the identity of the entity or entities in charge of the insolvency protection for specific organisers established in their territory. Those contact points shall grant each other access to any available inventory listing organisers which are in compliance with their insolvency protection obligations. Any such inventory shall be publicly accessible, including online.

4. If a Member State has doubts about an organiser's insolvency protection, it shall seek clarification from the organiser's Member State of establishment. Member States shall respond to requests from other Member States as quickly as possible taking into account the urgency and complexity of the matter. In any event a first response shall be issued at the latest within 15 working days from receiving the request.

Chapter VI
Linked travel arrangements

Article 19

Insolvency protection and information requirements for linked travel arrangements

1. Member States shall ensure that traders facilitating linked travel arrangements 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. The second subparagraph of Article 17(1), Article 17(2) to (5) and Article 18 shall apply *mutatis mutandis*.

2. Before the traveller is bound by any contract leading to the creation of a linked travel arrangement or any corresponding offer, the trader facilitating 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, comprehensible and prominent manner that the traveller:

(a) will not benefit from any of the rights applying exclusively to packages under this Directive and that each service provider will be solely responsible for the proper contractual performance of his service; and

(b) will benefit from insolvency protection in accordance with paragraph 1.

In order to comply with this paragraph, the trader facilitating a linked travel arrangement shall provide the traveller with that information by means of the relevant standard form set out in Annex II, or, where the particular type of linked travel arrangement is not covered by any of the forms set out in that Annex, provide the information contained therein.

3. Where the trader facilitating linked travel arrangements has not complied with the requirements set out in paragraphs 1 and 2 of this Article, the rights and obligations laid down in Articles 9 and 12 and Chapter IV shall apply in relation to the travel services included in the linked travel arrangement.

4. 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.

Chapter VII
General provisions

Article 20

Specific obligations of the retailer

where the organiser is established outside the European Economic Area

Without prejudice to the second subparagraph of Article 13(1), where the organiser is established outside the European Economic Area, 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 those Chapters.

Article 21

Liability for booking errors

Member States shall ensure that a trader is 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.

A trader shall not be liable for booking errors which are attributable to the traveller or which are caused by unavoidable and extraordinary circumstances.

Article 22

Right of redress

In cases where an organiser or, in accordance with the second subparagraph of Article 13(1) or Article 20, a retailer pays compensation, grants price reduction or meets the other obligations incumbent on him 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 obligations.

Article 23

Imperative nature of the Directive

1. A declaration by an organiser of a package or a trader facilitating a linked travel arrangement that he is acting exclusively as a travel service provider, as an intermediary or in any other capacity, or that a package or a linked travel arrangement does not constitute a package or a linked travel arrangement, shall not absolve that organiser or trader from the obligations imposed on them under this Directive.

2. Travellers may not waive the rights conferred on them by the national measures transposing this Directive.

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.

Article 24

Enforcement

Member States shall ensure that adequate and effective means exist to ensure compliance with this Directive.

Article 25

Penalties

Member States shall lay down the rules on penalties applicable to 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.

Article 26

Reporting by the Commission and review

By …[+], the Commission shall submit a report to the European Parliament and to 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 the definition of package set out in point (b)(v) of point 2 of Article 3 and whether an adjustment or broadening of that definition is appropriate.

By …[++], the Commission shall submit a general report on the application of this Directive to the European Parliament and to the Council.

[+] OJ: please insert the date: three years after the entry into force of this Directive.

[++] OJ: please insert the date: five years after the entry into force of this Directive.

The reports referred to in the first and the second paragraphs shall be accompanied, where necessary, by legislative proposals.

Article 27

Amendment of Regulation (EC) No 2006/2004 and Directive 2011/83/EU

1. Point 5 of the Annex to Regulation (EC) No 2006/2004 is replaced by the following:

'5. Directive (EU) 2015/... of the European Parliament and of the Council*

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* Directive (EU) 2015/... 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 …)[+].'.

[+] OJ: please insert the number, date of adoption and publication reference of this Directive.

2. Point (g) of Article 3(3) of Directive 2011/83/EU is replaced by the following:

'(g) on packages as defined in point 2 of Article 3 of Directive (EU) 2015/... of the European Parliament and of the Council**.

Article 6(7), Article 8(2) and (6) and Articles 19, 21 and 22 of this Directive shall apply *mutatis mutandis* to packages as defined in point 2 of Article 3 of Directive (EU) 2015/... in relation to travellers as defined in point 6 of Article 3 of that Directive.

** Directive (EU) 2015/... 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 …)[+].'.

[+] OJ: please insert the number, date of adoption and publication reference of this Directive.

Chapter VIII
Final provisions

Article 28

Transposition

1. Member States shall adopt and publish, by …[+], the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those measures.

2. They shall apply those measures from …[++].

3. When Member States adopt those 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.

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.

[+] OJ: please insert the date: 24 months after the entry into force of this Directive.
[++] OJ: please insert the date: 30 months after the entry into force of this Directive

Article 29

Repeal

Directive 90/314/EEC is repealed with effect from …[+].

References to the repealed Directive shall be construed as references to this Directive and shall be read in accordance with the correlation table set out in Annex III.

Article 30

Entry into force

This Directive shall enter into force on the twentieth day following that of its publication in the *Official Journal of the European Union.*

Article 31

Addressees

This Directive is addressed to the Member States.

Done at Strasbourg,

For the European Parliament	*For the Council*
The President	*The President*

[+] OJ: please insert the date: 30 months after the entry into force of this Directive

ANNEX I

Part A

Standard information form for package travel contracts where the use of hyperlinks is possible

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/…[+]. Therefore, you will benefit from all EU rights applying to packages. Company XY/companies XY will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, company XY/companies XY has/have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes/they become insolvent. More information on key rights under Directive (EU) 2015/…[+] [to be provided in the form of a hyperlink].

Following the hyperlink the traveller will receive the following information:

Key Rights under Directive (EU) 2015/…[+]

– Travellers will receive all essential information about the package before concluding the package travel contract.

– There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.

+ OJ: Please insert the number of this Directive.

– Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.

– Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.

– The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, 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 if there is a decrease in the relevant costs.

– Travellers may terminate the contract without paying any termination fee 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 package cancels the package, travellers are entitled to a refund and compensation where appropriate.

– Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

– Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.

– If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.

– Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.

– The organiser has to provide assistance if the traveller is in difficulty.

– If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. XY has taken out insolvency protection with YZ [the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company]. Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, e-mail and telephone number) if services are denied because of XY's insolvency.

Directive (EU) 2015/…[+] as transposed into national law [HYPERLINK]

+ OJ: Please insert the number of this Directive.

Part B

Standard information form for package travel contracts in situations other than those covered by Part A

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/…[+].
Therefore, you will benefit from all EU rights applying to packages. Company XY/companies XY will be fully responsible for the proper performance of the package as a whole.
Additionally, as required by law, company XY/companies XY has/have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes/they become insolvent.

Key Rights under Directive (EU) 2015/…[+]

– Travellers will receive all essential information about the package before concluding the package travel contract.

– There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.

– Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.

+ OJ: Please insert the number of this Directive.

– Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.

– The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, 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 if there is a decrease in the relevant costs.

– Travellers may terminate the contract without paying any termination fee 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 package cancels the package, travellers are entitled to a refund and compensation where appropriate.

– Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

– Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.

– If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.

– Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.

– The organiser has to provide assistance if the traveller is in difficulty.

– If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. XY has taken out insolvency protection with YZ [the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company]. Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, e-mail and telephone number) if services are denied because of XY's insolvency.

[Website where Directive (EU) 2015/…[+] as transposed into national law can be found.]

[+] OJ: Please insert the number of this Directive.

Part C

Standard information form where the organiser transmits data to another trader in accordance with point (b)(v) of point 2 of Article 3

If you conclude a contract with company AB not later than 24 hours after receiving the confirmation of the booking from company XY the travel service provided by XY and AB will constitute a package within the meaning of Directive (EU) 2015/…[+]. Therefore, you will benefit from all EU rights applying to packages. Company XY will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, company XY has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent. More information on key rights under Directive (EU) 2015/…[+] [to be provided in the form of a hyperlink].

Following the hyperlink the traveller will receive the following information:

Key Rights under Directive (EU) 2015/…[+]

– Travellers will receive all essential information about the travel services before concluding the package travel contract.

– There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.

+ OJ: Please insert the number of this Directive.

– Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.

– Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.

– The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, 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 if there is a decrease in the relevant costs.

– Travellers may terminate the contract without paying any termination fee 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 package cancels the package, travellers are entitled to a refund and compensation where appropriate.

– Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

– Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.

– If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.

– Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.

– The organiser has to provide assistance if the traveller is in difficulty.

– If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. XY has taken out insolvency protection with YZ [the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company]. Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, e-mail and telephone number) if services are denied because of XY's insolvency.

Directive (EU) 2015/...[+] as transposed into national law [HYPERLINK]

[+] OJ: Please insert the number of this Directive.

ANNEX II

Part A

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of point (a) of point 5 of Article 3 is 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 applying to packages under Directive (EU) 2015/…[+].

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

However, if you book any additional travel services during the same visit to our company's/XY's booking website, 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 that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency protection [to be provided in the form of a hyperlink]

[+] OJ: Please insert the number of this Directive.

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ [the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company]. Travellers may contact this entity, or where applicable, the competent authority (contact details, including name, geographical address, e-mail and telephone number) if the services are denied because of XY's insolvency. Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency. Directive (EU) 2015/...[+] as transposed into the national law *[HYPERLINK]*

[+] OJ: Please insert the number of this Directive.

Part B

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of point (a) of point 5 of Article 3 is 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 applying to packages under Directive (EU) 2015/…[+].

Therefore, our company/ XY will not be responsible for the proper 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 to our company's /XY's booking website, 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 that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency protection [to be provided in the form of a hyperlink]

[+] OJ: Please insert the number of this Directive.

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ [the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company]. Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, e-mail and telephone number) if the services are denied because of XY's insolvency. Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency. Directive (EU) 2015/...[+] as transposed into the national law *[HYPERLINK]*

[+] OJ: Please insert the number of this Directive.

Part C

Standard information form in the case of linked travel arrangements within the meaning of point (a) of point 5 of Article 3 where the contracts are concluded in the simultaneous physical presence of the trader (other than a carrier selling a return ticket) and the traveller

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 applying to packages under Directive (EU) 2015/...[+].

Therefore, our company/ XY will not be responsible for the proper 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 to or contact with our 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 that this does not provide a refund in the event of the insolvency of the relevant service provider.

[+] OJ: Please insert the number of this Directive.

XY has taken out insolvency protection with YZ [the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company].

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, e-mail and telephone number) if the services are denied because of XY's insolvency.

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

[Website where Directive (EU) 2015/…[+] as transposed into national law can be found.]

[+] OJ: Please insert the number of this Directive.

Part D

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of point (b) of point 5 of Article 3 is a carrier selling a return ticket

If you book additional travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under Directive (EU) 2015/…[+].

Therefore, our company/XY will not be responsible for the proper 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 not later than 24 hours after receiving the confirmation of the booking from our company/XY, those 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 that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency protection [to be provided in the form of a hyperlink]

[+] OJ: Please insert the number of this Directive.

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ [the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company]. Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, e-mail and telephone number) if the services are denied because of XY's insolvency. Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency. Directive (EU) 2015/…[+] as transposed into the national law *[HYPERLINK]*

[+] OJ: Please insert the number of this Directive.

Part E

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of point (b) of point 5 of Article 3 is a trader other than a carrier selling a return ticket

If you book additional travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under Directive (EU) 2015/…[+].

Therefore, our company/XY will not be responsible for the proper 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 not later than 24 hours after receiving the confirmation of the booking from our company/XY, those 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 that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency protection [to be provided in the form of a hyperlink]

[+] OJ: Please insert the number of this Directive.

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ [the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company]. Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, e-mail and telephone number) if the services are denied because of XY's insolvency. Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency. Directive (EU) 2015/...[+] as transposed into the national law *[HYPERLINK]*

[+] OJ: Please insert the number of this Directive.

ANNEX III

Correlation table

Directive 90/314/EEC	This Directive
Article 1	Article 1
Article 2(1)	Point 2 of Article 3 and Article 2(2), point (a)
Article 2(2)	Point 8 of Article 3
Article 2(3)	Point 9 of Article 3
Article 2(4)	Point 6 of Article 3
Article 2(5)	Point 3 of Article 3
Article 3(1)	Deleted
Article 3(2)	Deleted; however main parts incorporated in Articles 5 and 6
Article 4(1), point (a)	Article 5(1), point (f)
Article 4(1), point (b)	Article 5(1), point (h), Article 7(2), points (d) and (f), and Article 7(4)
Article 4(2), point (a)	Article 7(2)
Article 4(2), point (b)	Article 5(3), and Article 7(1) and (4)
Article 4(2), point (c)	Deleted
Article 4(3)	Article 9
Article 4(4)	Article 10
Article 4(5)	Article 11(2) and (3)
Article 4(6)	Article 11(2), (3) and (4), and Article 12(3) and (4)
Article 4(7)	Article 13(5), (6) and (7)

Directive 90/314/EEC	This Directive
Article 5(1)	Article 13(1)
Article 5(2)	Article 14(2) (3) and (4), and Article 16
Article 5(3)	Article 23(3)
Article 5(4)	Article 7(2), point (e), and Article 13(2)
Article 6	Article 13(3)
Article 7	Article 17 and Article 18
Article 8	Article 4
Article 9(1)	Article 28(1)
Article 9(2)	Article 28(4)
Article 10	Article 31
Annex, point (a)	Article 5(1), point (a)(i)
Annex, point (b)	Article 5(1), point (a)(ii)
Annex, point (c)	Article 5(1), point (a)(iii)
Annex, point (d)	Article 5(1), point (e)
Annex, point (e)	Article 5(1), point (a)(i)
Annex, point (f)	Article 5(1), point (a)(v)
Annex, point (g)	Article 5(1), point (b)
Annex, point (h)	Article 5(1), point (c), and Article 10(1)
Annex, point (i)	Article 5(1), point (d)
Annex, point (j)	Article 7(2), point (a)
Annex, point (k)	Article 13(2)