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NOTE

From:	General Secretariat of the Council
To:	Delegations
Subject:	Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL amending Directive (EU) 2015/2302 to make the protection of travellers more effective and to simplify and clarify certain aspects of the Directive - 4 column table

In preparation for the Consumer Protection and Information Working Party meeting on 17 October 2025, delegations will find attached the four-column table reflecting the current state of negotiations.

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Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL amending Directive (EU) 2015/2302 to make the protection of travellers more effective and to simplify and clarify certain aspects of the Directive (Text with EEA relevance)

2023/0435(COD)

		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	Formula				
G	1	2023/0435 (COD)	2023/0435 (COD)	2023/0435 (COD)	G
	Document Stage				
G	2	Proposal for a	Proposal for a	Proposal for a	G
	Document Type				
G	3	DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL	DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL	DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL	G
	Document Purpose				

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
4	amending Directive (EU) 2015/2302 to make the protection of travellers more effective and to simplify and clarify certain aspects of the Directive	amending Directive (EU) 2015/2302 to make the protection of travellers more effective and to simplify and clarify certain aspects of the Directive	amending Directive (EU) 2015/2302 to make the protection of travellers more effective and to simplify and clarify certain aspects of the Directive	
EEA Relevance				
5	(Text with EEA relevance)	(Text with EEA relevance)	(Text with EEA relevance)	
Formula				
6	THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,	THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,	THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,	
Citation 1				
7	Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,	Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,	Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,	
Citation 2				

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		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
G	8	Having regard to the proposal from the European Commission,	Having regard to the proposal from the European Commission,	Having regard to the proposal from the European Commission,	G
	Citation 3				
G	9	After transmission of the draft legislative act to the national parliaments,	After transmission of the draft legislative act to the national parliaments,	After transmission of the draft legislative act to the national parliaments,	G
	Citation 4				
G	10	Having regard to the opinion of the European Economic and Social Committee[1], _____ 1. OJ C , , p. .	Having regard to the opinion of the European Economic and Social Committee[1], _____ 1. OJ C , , p. .	Having regard to the opinion of the European Economic and Social Committee[1], _____ 1. OJ C , , p. .	G
	Citation 5				
G	11	Having regard to the opinion of the Committee of the Regions[1], _____ 1. OJ C , , p. .	Having regard to the opinion of the Committee of the Regions[1], _____ 1. OJ C , , p. .	Having regard to the opinion of the Committee of the Regions[1], _____ 1. OJ C , , p. .	G

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12	Acting in accordance with the ordinary legislative procedure,	Acting in accordance with the ordinary legislative procedure,	Acting in accordance with the ordinary legislative procedure,	
Formula				
13	Whereas:	Whereas:	Whereas:	
Recital 1				
14	(1) Directive (EU) 2015/2302 of the European Parliament and of the Council[1] modernised the legal framework for package travel in light of developments in the market and technology. That Directive aimed to cover new ways of booking travel services that had emerged, including customised combinations of travel services, which were not covered by Council Directive 90/314/EEC[2] or which were in a legal grey area, and strengthened the rights of travellers in different respects. At the same time, it aimed to ensure fairer competition between the different types of travel businesses	(1) Directive (EU) 2015/2302 of the European Parliament and of the Council[1] modernised the legal framework for package travel in light of developments in the market and technology. That Directive aimed to cover new ways of booking travel services that had emerged, including customised combinations of travel services, which were not covered by Council Directive 90/314/EEC[2] or which were in a legal grey area, and strengthened the rights of travellers in different respects. At the same time, it aimed to ensure fairer competition between the different types of travel businesses	(1) Directive (EU) 2015/2302 of the European Parliament and of the Council[1] modernised the legal framework for package travel in light of developments in the market and technology. That Directive aimed to cover new ways of booking travel services that had emerged, including customised combinations of travel services, which were not covered by Council Directive 90/314/EEC[2] or which were in a legal grey area, and strengthened the rights of travellers in different respects. At the same time, it aimed to ensure fairer competition between the different types of travel businesses	

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	active in the package travel market. _____ 1. Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11.12.2015, p. 1). 2. 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).	active in the package travel market. _____ 1. Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11.12.2015, p. 1). 2. 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).	active in the package travel market. _____ 1. Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11.12.2015, p. 1). 2. 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).	
Recital 2				
15	(2) In order to pursue those objectives, Directive (EU) 2015/2302 broadened the	(2) In order to pursue those objectives, Directive (EU) 2015/2302 broadened the	(2) In order to pursue those objectives, Directive (EU) 2015/2302 broadened the	

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	definition of the term 'package' compared to Directive 90/314/EEC. Directive (EU) 2015/2302 further specified existing rights of travellers and introduced new ones, such as the right for travellers to terminate a package travel contract without termination fees, under certain conditions, in the event of unavoidable and extraordinary circumstances. In addition, Directive (EU) 2015/2302 created the new concept of 'linked travel arrangement', which encompassed bookings carried out at one point of sale and bookings at different points of sale which a trader 'facilitates in a targeted manner'. Linked travel arrangements are largely treated like stand-alone services, but payments received by a trader facilitating a linked travel arrangement are to be protected against such trader's insolvency. Directive (EU) 2015/2302 aimed to ensure transparency by obliging traders to inform travellers on the nature of travel product offered to them and on the associated rights through standard information	definition of the term 'package' compared to Directive 90/314/EEC. Directive (EU) 2015/2302 further specified existing rights of travellers and introduced new ones, such as the right for travellers to terminate a package travel contract without termination fees, under certain conditions, in the event of unavoidable and extraordinary circumstances. ~~*In addition, Directive (EU) 2015/2302 created the new concept of 'linked travel arrangement', which encompassed bookings carried out at one point of sale and bookings at different points of sale which a trader 'facilitates in a targeted manner'. Linked travel arrangements are largely treated like stand-alone services, but payments received by a trader facilitating a linked travel arrangement are to be protected against such trader's insolvency. Directive (EU) 2015/2302 aimed to ensure transparency by obliging traders to inform travellers on the nature of travel product offered to them and on the associated rights through standard information*~~	definition of the term 'package' compared to Directive 90/314/EEC. Directive (EU) 2015/2302 further specified existing rights of travellers and introduced new ones, such as the right for travellers to terminate a package travel contract without termination fees, under certain conditions, in the event of unavoidable and extraordinary circumstances. In addition, Directive (EU) 2015/2302 created the ~~new~~ concept of 'linked travel arrangement', which encompassed bookings carried out at one point of sale and bookings at different points of sale which a trader 'facilitates in a targeted manner'. ~~Linked travel arrangements are largely treated like stand-alone services, but payments received by a trader facilitating a linked travel arrangement are to be protected against such trader's insolvency. Directive (EU) 2015/2302 aimed to ensure transparency by obliging traders to inform travellers on the nature of travel product offered to them and on the associated rights through standard information~~	

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	forms contained in Annexes I and II to that Directive.	~~*forms contained in Annexes I and II to that Directive.*~~	~~forms contained in Annexes I and II to that Directive.~~	
Recital 3				
16	(3) While, overall, Directive (EU) 2015/2302 has worked well, several challenges have emerged since the start of its application on 1 July 2018. The COVID-19 pandemic and related government measures had a significant impact on both the travel industry and travellers and exposed certain weaknesses in prevailing business models and showed that specific provisions of the Directive could be clarified.	(3) While, overall, Directive (EU) 2015/2302 has worked well, several challenges have emerged since the start of its application on 1 July 2018. The COVID-19 pandemic and related government measures had a significant impact on both the travel industry and travellers and exposed certain weaknesses in prevailing business models and showed that specific provisions of the Directive could be clarified. ***Moreover, despite the efforts linked to the Directive, to ensure transparency and provide clear information to travellers, a lack of uniformity in communicating information to travellers about their rights has persisted.***	(3) While, overall, Directive (EU) 2015/2302 has worked well, several challenges have emerged since the start of its application on 1 July 2018. The COVID-19 pandemic and related government measures had a significant impact on both the travel industry and travellers and exposed certain weaknesses in prevailing business models and showed that specific provisions of the Directive could be clarified.	
Recital 4				
17	(4) Therefore, it is necessary to close the gaps identified in the	(4) Therefore, it is necessary to close the gaps identified in the	(4) Therefore, it is necessary to close the gaps identified in the	

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	current rules, as well as to clarify and simplify certain concepts and provisions, thus enhancing the effectiveness of Directive (EU) 2015/2302 for the benefit of travellers and travel businesses, amongst which there is a large number of micro, small and medium-sized enterprises.	current rules, as well as to clarify and simplify certain concepts and provisions, thus enhancing the effectiveness of Directive (EU) 2015/2302 for the benefit of travellers and travel businesses, amongst which there is a large number of micro, small and medium-sized enterprises.	current rules, as well as to clarify and simplify certain concepts and provisions, thus enhancing the effectiveness of Directive (EU) 2015/2302 for the benefit of travellers and travel businesses, amongst which there is a large number of micro, small and medium-sized enterprises.	
Recital 5				
18	(5) While, overall, the definition of 'package' is considered to have been effective, the definition of and the rules on linked travel arrangements, as well as their delimitation from packages, should be clarified and simplified. Such clarification and simplification of the definitions and concepts 'package' and 'linked travel arrangement' should increase legal certainty for all parties, while making the protection of travellers more effective, and ensuring a level playing field for traders. At the same time, the number of information forms to be used by	(5) While, overall, the definition of 'package' is considered to have been effective, the definition of and the rules on linked travel arrangements ***have created more complexity and legal uncertainty, and are rarely used in practice. Therefore*** ~~, as well as their delimitation from packages~~, ***the definition of a 'package'*** should be clarified and simplified***, and the provisions on linked travel arrangements should be deleted from Directive (EU) 2015/2302***. Such clarification and simplification of the ~~definitions and concepts~~***definition and concept of*** 'package' and ***the deletion of***	(5) ~~While,~~ Overall, the definition of 'package' is considered to have been effective~~, the definition of and~~**. By contrast,** the rules on linked travel arrangements **introduced in 2015 have led to considerable complexity in the legislative framework, including in the information to be provided to travellers. This created scope for legal uncertainity in the**~~, as well as their~~ delimitation ~~from~~**between** packages~~, should be clarified and simplified. Such clarification and simplification of the definitions and concepts 'package' and '~~ **and** linked travel ~~arrangement' should increase legal certainty for all~~	

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	traders when informing travellers on their rights should be reduced.	***references to the concept of*** 'linked travel arrangement' should increase legal certainty for all parties, while making the protection of travellers more effective, and ensuring a level playing field for traders. At the same time, the number of information forms to be used by traders when informing travellers on their rights should be reduced. ***With the deletion of the concept of "linked travel arrangements", Annex II should subsequently be deleted.***	~~parties~~**arrangements as well as between linked travel arrangements and stand-alone travel services**, while ~~making the protection of~~**there is no evidence that linked travel arrangements provided tangible benefits for** travellers ~~more effective, and ensuring a level playing field for traders~~**. Therefore, it is appropriate to simplify the provisions through a few adjustments in the definition of 'package', while removing the provisions on linked travel arrangements from Directive (EU) 2015/2302**. At the same time, ~~the number of information forms to be used by traders when informing~~**in certain booking situations not leading to the creation of a package,** travellers ~~on their rights~~ should be ~~reduced~~**warned that they will not enjoy the protection associated with packages**.	
Recital 5a				
18a		***(5a) In the context of online bookings, the term 'invites'***	**(5a) In the context of online booking, the term 'invites'**	

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		should be understood as any action by the trader that actively encourages or prompts the traveller to enter into an additional contract for a different type of travel service. Such actions may include, but are not limited to, presenting the traveller with targeted offers during the booking process, or providing hyperlinks or prompts to book further services.	**should be understood as any action by the trader that actively encourages or prompts the traveller to enter into an additional contract for a different type of travel service. Such actions may include, but not are limited to, presenting the traveller with targeted offers during the booking process, or providing hyperlinks or prompts to book further services.**	
Recital 6				
19	(6) The principle underlying the definition of 'package' should remain that there is a close link between different travel services booked for the purpose of the same trip or holiday. In order to ensure that there is no overlap between the definition of 'package' and 'linked travel arrangement' and to eliminate the difficulties in distinguishing between packages and linked travel arrangements, bookings of different types of travel services for the same trip or holiday at one point of sale where the travel	(6) The principle underlying the definition of 'package' should remain that there is a close link between different travel services booked for the purpose of the same trip or holiday. ~~*In order to ensure that there is no overlap between the definition of 'package' and 'linked travel arrangement' and to eliminate the difficulties in distinguishing between packages and linked travel arrangements,*~~ Bookings of different types of travel services for the same trip or holiday at one point of sale where the travel	*deleted*	

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	services have been selected before the traveller concludes a first contract should be considered as packages in the same way as travel services booked at one point of sale within a short period of time. In both cases, there is a close link between the bookings of travel services. Therefore, the definition of 'package', should cover both situations, while bookings made on the occasion of a single visit of or contact with one point of sale should be removed from the definition of linked travel arrangement.	services have been selected before the traveller concludes a first contract should be considered as packages in the same way as travel services booked at one point of sale within a short period of time. In both cases, there is a close link between the bookings of travel services. Therefore, the definition of 'package', should cover both situations~~, while bookings made on the occasion of a single visit of or contact with one point of sale should be removed from the definition of linked travel arrangement~~.		
Recital 7				
20	*(7)* In the context of bookings made within a short period of time at one point of sale, it is appropriate to replace the rather vague criterion of 'a single visit or contact'. Therefore, bookings of different types of travel services for the same trip of holiday made within three hours should always be considered as packages. The same should apply where, before the completion of a first booking,	(7) In the context of bookings made within a short period of time at one point of sale, it is appropriate to replace the rather vague criterion of 'a single visit or contact'. Therefore, bookings of different types of travel services for the same trip ~~of~~***or*** holiday ~~made within three hours should always be considered as packages. The same should apply~~ where, before the ~~completion of~~***traveller***	*deleted*	

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	a trader invites a traveller to book additional services for the same trip or holiday after completing the first booking, and where subsequent bookings take place within 24 hours after the conclusion of the first contract.	***agrees to pay for*** a first ~~*booking*~~***travel service***, a trader ***actively*** invites a traveller to book ***one or more*** additional services for the same trip or holiday ~~*after completing the first booking, and where subsequent bookings take place*~~ within 24 hours ~~*after the conclusion*~~ of ***agreeing to pay for*** the first ~~*contract*~~***service, should be considered as packages***. ***For the purpose of this Directive, a trader should be considered to be actively inviting a traveller to book a service when it optimises the offer for sale in question or promotes such offer.***		
Recital 8				
21	*(8)* The definition of package formed through linked online booking processes in Article 3(2)(b)(v) of Directive (EU) 2015/2302, which required that the traveller's name, payment details and email address are all transmitted from one trader to another trader, has proved to be too narrow. Therefore, it is appropriate to consider as	(8) The definition of package formed through linked online booking processes in Article 3(2)(b)(v) of Directive (EU) 2015/2302, which required that the traveller's name, payment details and email address are all transmitted from one trader to another trader, has proved to be too narrow. Therefore, it is appropriate to consider as ~~'~~***a***	(8) The definition of package formed through linked online booking processes in Article 3(2)(b)(v) of Directive (EU) 2015/2302, which ~~required that~~**requires the transmission of** the traveller's name, payment details and email address ~~are all transmitted~~ from one trader to another ~~trader~~, has proved to be too narrow. Therefore, it is	

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	‘package’ bookings of different types of travel services for the same trip or holiday where the trader that is party to a first contract transfers to a trader that is party to a second or further contract alternatively the traveller’s name, payment details, email address or any other of the traveller’s personal data. Such transfer of personal data indicates a close link between the bookings/contracts so that the criterion of 24 hours for the second booking is not indispensable and should be removed.	*'*package*-'* bookings of different types of travel services for the same trip or holiday where the trader that is party to a first contract transfers ***the traveller's personal data*** to a trader that is party to a second or further contract***. Such a transfer of personal data should enable the traders involved to establish that the same traveller is a party to the relevant contracts and could include, for example,*** ~~*alternatively*~~ the traveller’s name, payment details, email address or ~~*any other of the traveller’s personal data. Such*~~***telephone number. The*** transfer of personal data indicates a close link between the bookings/contracts ~~*so that the criterion of 24 hours for the second booking is not indispensable and should be removed*~~.	appropriate to consider ~~as ‘package’~~ bookings of different types of travel services for the same trip or holiday **as a ‘package’** where the trader that is party to a first contract transfers **the traveller’s personal data** to a trader that is party to a second or further contract ~~alternatively~~**. Such data must enable the involved traders to establish that the same traveller is party to the relevant contracts and may include, for example,** the traveller’s name, payment details, email address**, telephone number, or social media account. Data that does not enable the involved traders to establish that the same** ~~or any other of the~~ traveller~~’s personal data. Such~~ **is party to the relevant contracts, such as, for example, an IP address identifying a device, is not sufficient. The reference to the** transfer of personal data **is intended to make the definition more future-proof. Such transfer** indicates a close link between the ~~bookings/contracts so that the criterion of 24 hours for~~	

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			~~the second booking is not indispensable and should be removed~~**relevant contracts and thus the creation of a package**.	
Recital 9				
22	(9) The definition of 'a linked travel arrangement' should cover situations where a trader that is party to a first contract and receives payments from or on behalf of the traveller invites a traveller to book additional types of travel services for the same trip or holiday. In this context, the trader that is party to a first contract should obtain insolvency protection. Furthermore, in order to make sure that travellers fully benefit from the rules on insolvency protection and for traders to know that they are subject to this obligation, it is appropriate that the information forms on linked travel arrangements recommend to travellers to record the invitation and the additional booking, for instance through screenshots, and to inform the trader with whom a	*deleted*	*deleted*	

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	first contract was concluded that a contract on an additional type of travel service has been concluded for the same trip or holiday within 24 hours following the invitation from the trader. The trader should be obliged to make available to travellers a facility, such as an email address or a website, where travellers can register such information and shall acknowledge receipt of such information.			
Recital 10				
23	*(10)* Regarding packages where, for example, accommodation is combined with other tourist services, but which do not contain any carriage of passengers, the general criterion of 'a significant proportion' of the value of the combination, applying to tourist services as referred to in Article 3(1)(d), should be replaced with the more specific criterion of 'at least 25%' in order to increase legal certainty.	(10) Regarding packages where, for example, accommodation is combined with other tourist services, but which do not contain any carriage of passengers, the general criterion of 'a significant proportion' of the value of the combination, applying to tourist services as referred to in Article 3(1)(d), should be replaced with the more specific criterion of 'at least 25%' in order to increase legal certainty. ***It should be noted that different on-site activities that are provided as an intrinsic***	(10) Regarding packages where, for example, accommodation is combined with other tourist services, but which do not contain any carriage of passengers, the general criterion of 'a significant proportion' of the value of the combination, applying to tourist services ~~as referred to in Article 3(1)(d)~~, should be replaced with the more specific criterion of 'at least 25%' in order to increase legal certainty. **It also should be noted that different on-site activities provided as an**	

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		part of or typically associated with accommodation, regardless of their value, should not result in the creation of a package if these services are combined only with accommodation.	**intrinsic part of or typically associated with accommodation, regardless of their value, do not lead to the creation of the package if these services are combined only with accommodation.**	
Recital 11				
24	(11) As demonstrated, in particular, during the COVID-19 pandemic, the prevailing business practice of advance payments, the absence of business-to-business rules on refunds to organiser of packages for services cancelled or not performed by the service providers, the absence of rules on vouchers, as well as uncertainty on whether refund claims and vouchers for cancelled packages are covered by insolvency protection, can cause difficulties in relation to refunds to travellers, in particular, where unavoidable and extraordinary circumstances lead to numerous cancellations and affect many travel destinations. Therefore, it should be provided that travellers' payments are	(11) As demonstrated, in particular, during the COVID-19 pandemic, the prevailing business practice of advance payments, the absence of business-to-business rules on refunds to organiser of packages for services cancelled or not performed by the service providers, the absence of rules on vouchers, as well as uncertainty on whether refund claims and vouchers for cancelled packages are covered by insolvency protection, can cause difficulties in relation to refunds to travellers, in particular, where unavoidable and extraordinary circumstances lead to numerous cancellations and affect many travel destinations. Therefore, it should be provided that travellers' payments are	(11) As demonstrated, in particular, during the COVID-19 pandemic~~, the prevailing business practice of advance payments,~~ the absence of business-to-business rules on refunds to organiser of packages for services cancelled or not performed by the service providers, the absence of rules on vouchers, as well as uncertainty on whether refund claims and vouchers for cancelled packages are covered by insolvency protection, can cause difficulties in relation to refunds to travellers, in particular, where unavoidable and extraordinary circumstances lead to numerous cancellations and affect many travel destinations. Therefore, it should be provided that travellers' payments are	

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	effectively protected at all times, including in a crisis. Furthermore, it should be ensured that the national insolvency protection systems are resilient and provide more uniform protection.	effectively protected at all times, including in a crisis. Furthermore, it should be ensured that the national insolvency protection systems are resilient and provide more uniform protection.	effectively protected at all times, including in a crisis. Furthermore, it should be ensured that the national insolvency protection systems are resilient and provide more uniform protection.	
Recital 12				
25	(12) There are certain risks which are inherent in the business practice of requiring advance payments, in particular, in situations where organisers are obliged to refund significant amounts to travellers for cancelled trips within a short period of time. Therefore, it should be provided that downpayments, that is to say payments asked of travellers at the time of booking or shortly afterwards, should not be higher than 25% of the total price of the package, and that organisers or, where applicable, retailers should be prevented from requesting the payment of the remaining amount earlier than 28 days before the start of the package. At the same time, organisers and, where applicable, retailers should be able	(12) There are certain risks which are inherent in the business practice of requiring advance payments, in particular, in situations where organisers are obliged to refund significant amounts to travellers for cancelled trips within a short period of time. Therefore, it should be provided that downpayments, that is to say payments asked of travellers at the time of booking or shortly afterwards, should ~~*not be higher than 25% of the total price of the package, and that organisers or, where applicable, retailers should be prevented from requesting the payment of the remaining amount earlier than 28 days before the start of the package. At the same time, organisers and, where applicable, retailers should be*~~	*deleted*	

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	to request higher downpayments where this is necessary to ensure the organisation and proper performance of the package. The level of downpayments requested by organisers may be justified by advance payments to service providers, including where they belong to the same group of companies as the organiser, or the need to cover the organiser's costs directly related to the organisation and performance of the package at the time of booking or shortly afterwards. This may, where applicable, include commissions requested by retailers.	~~able to request higher~~***be set at an appropriate level.*** Downpayments ~~where this is necessary to ensure the organisation and proper performance of the package. The level of downpayments requested by organisers~~ may be ~~justified by advance payments to service providers, including where they belong to the same group of companies as the organiser, or the need to cover the organiser's costs directly related to the organisation and performance of the package at the time of booking or shortly afterwards~~***subject to limitations based on national jurisdiction***. ~~This may, where applicable, include commissions requested by retailers.~~		
Recital 13				
26	*(13)* The level of downpayments should not require different calculations for each package but can be established for groups of packages that have similar characteristics regarding the necessity of downpayment. Organisers and, where relevant,	*deleted*	*deleted*	

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	retailers should continue to be obliged to inform travellers, before the conclusion of the contract, about the downpayments they request.			
Recital 14				
27	*(14)* Since the limitation of advance payments is not compatible with the concept of package travel gift boxes as referred to in Article 3(5)(b)(iv) of Directive (EU) 2015/2302 and packages booked less than 28 days before the start of the package, these two types of packages should be exempted from the limitation of advance payments introduced by this Directive.	*deleted*	*deleted*	
Recital 15				
28	*(15)* Where a travel service contained in a package is cancelled or not performed and where advance payments have been made to the respective service provider, organisers should be entitled to a refund of the	(15) Where a travel service contained in a package is cancelled or not performed and where advance payments have been made to the respective service provider, organisers should be entitled to a refund of the	(15) Where a travel service contained in a package is cancelled or not performed and where advance payments have been made to the respective service provider, organisers should be entitled to a refund of the	

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	payments made from service providers within 7 days. This right to refund should enable organisers to comply with their obligation to refund travellers within 14 days in cases where also the package travel contract as a whole is terminated. Where a travel service provider cancels or does not provide a service contained in a package but where the package travel contract continues to exist, the right to a refund within 7 days should enable organisers to make alternative arrangements.	payments made from service providers within 7 days. This right to refund should enable organisers to comply with their obligation to refund travellers within 14 days in cases where also the package travel contract as a whole is terminated. Where a travel service provider cancels or does not provide a service contained in a package but where the package travel contract continues to exist, the right to a refund within 7 days should enable organisers to make alternative arrangements.	payments made from service providers within 7 days. This right to refund should enable organisers to comply with their obligation to refund travellers within 14 days in cases where also the package travel contract as a whole is terminated. Where a travel service provider cancels or does not provide a service contained in a package but where the package travel contract continues to exist, the right to a refund within 7 days should enable organisers to make alternative arrangements.	
Recital 16				
29	(16) In certain situation voluntary vouchers to travellers can be a useful alternative to refunds. Vouchers can give more flexibility to organisers in particular if they are confronted with the obligation to make many refunds within a short period of time. At the same time, vouchers can be acceptable for travellers who do not need an instant refund, as long as there are specific legal guarantees. Therefore, clear rules	(16) In certain ~~*situation*~~***situations*** voluntary vouchers to travellers can be a useful alternative to refunds. Vouchers can give more flexibility to organisers in particular if they are confronted with the obligation to make many refunds within a short period of time. At the same time, vouchers can be acceptable for travellers who do not need an instant refund, as long as there are specific legal guarantees.	(16) In certain ~~situation~~**situations** voluntary vouchers ~~to travellers~~ can be a useful alternative to refunds. Vouchers can give more flexibility to organisers in particular if they are confronted with the obligation to make many refunds within a short period of time. At the same time, vouchers can be acceptable for travellers who do not need an instant refund, as long as there are specific legal guarantees.	

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	on vouchers should be laid down which provide such guarantees. Those guarantees should include transparency on the voluntary nature and on the key characteristics of vouchers, as well as on travellers' rights in relation to vouchers, for example, the fact that they are protected against the organiser's insolvency and that travellers are entitled to an automatic refund where a voucher is not redeemed during its period of validity. Organisers may make vouchers more attractive, for example, by increasing the amount of the voucher compared to the traveller's refund right. In such cases, insolvency protection should be limited to the amount of payments received from the traveller.	Therefore, clear rules on vouchers should be laid down which provide such guarantees. Those guarantees should include transparency on the voluntary nature and on the key characteristics of vouchers, as well as on travellers' rights in relation to vouchers, for example, the fact that they are protected against the organiser's insolvency and that travellers are entitled to an automatic refund where a voucher is not redeemed during its period of validity. ***It should be possible for the voucher to be used for any services proposed by the organiser.*** Organisers ~~*may*~~***should be able to*** make vouchers more attractive, for example, by increasing ~~*the amount of the voucher*~~***their value as*** compared to the traveller's refund right. In such cases, insolvency protection should be limited to the amount of ~~*payments received from*~~ the traveller***'s refund rights***.	Therefore, clear rules on vouchers ~~should be laid down which provide~~**providing** such guarantees **should be established**. Those guarantees should include ~~transparency~~**compulsory information** on the voluntary nature and on the ~~key~~ characteristics of ~~vouchers, as well as on travellers' rights in relation to vouchers, for example, the fact that they are protected against the organiser's insolvency and that~~**the voucher before** travellers ~~are entitled to an automatic refund where a~~**accept the** voucher **explicitly. It is also appropriate to specify the necessary information to be mentioned on**~~is not redeemed during its period of validity. Organisers may make vouchers more attractive, for example, by increasing the amount of~~ the voucher ~~compared to the traveller's refund right. In such cases, insolvency protection should be limited to the amount of payments received from the traveller.~~**itself.**	
Recital 16a				

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29a			**(16a) On grounds of legal certainty there should be rules on the validity period of vouchers and its possible extension. It is also appropriate to lay down that, during the validity period of the voucher, the traveller's right to a refund is suspended and to specify the instances where such suspension ends and the traveller regains their refund right. Organisers may make vouchers more attractive, for example, by increasing the value of the voucher compared to the traveller's refund right. In such cases, insolvency protection should be limited to the amount of the traveller's refund right. Since vouchers have a specific monetary value, it is appropriate to lay down that they may be used for any service offered by the organiser, may be redeemed in parts and, may be transferred once, without organisers' being able to charge a fee for the transfer. For a valid transfer the transferor should inform the organiser on the identity of the**	

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			transferee, so that they can redeem the voucher or receive a refund.	
Recital 16b				
29b		***(16a) If a package has been combined by an organiser and is made up of services by two, or more, different travel service providers, the voucher should apply to the organiser where the package was booked and not be split up among different travel service providers that the organiser is cooperating with.***		
Recital 17				
30	(17) It is conceivable for Member States to provide for mechanisms ensuring refunds to travellers in accordance with the legal requirements, for cases where packages are cancelled due to unavoidable and extraordinary circumstances and where organisers are unable comply with their refund obligations. In order to increase transparency, Member	(17) It is conceivable for Member States to provide for mechanisms ensuring refunds to travellers in accordance with the legal requirements, for cases where packages are cancelled due to unavoidable and extraordinary circumstances and where organisers are unable comply with their refund obligations. In order to increase transparency, Member	(17) It is conceivable for Member States to provide for mechanisms ensuring refunds to travellers in accordance with the legal requirements, for cases where packages are cancelled due to unavoidable and extraordinary circumstances and where organisers are unable comply with their refund obligations. In order to increase transparency, Member	

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	States introducing or maintaining such mechanisms should be obliged to inform the Commission and the central contact points of the other Member States about such mechanisms. Such mechanisms are normally funded exclusively through contributions from organisers. Only in exceptional circumstances can such mechanisms be co-financed by Member States, and their introduction is without prejudice to the Union provisions on State aid.	States introducing or maintaining such mechanisms should be obliged to inform the Commission and the central contact points of the other Member States about such mechanisms. Such mechanisms are normally funded exclusively through contributions from organisers. Only in exceptional circumstances can such mechanisms be co-financed by Member States, and their introduction is without prejudice to the Union provisions on State aid.	States introducing or maintaining such mechanisms should be obliged to inform the Commission and the central contact points of the other Member States about such mechanisms. Such mechanisms are normally funded exclusively through contributions from organisers. Only in exceptional **and duly justified** circumstances can such mechanisms be co-financed by Member States, and their introduction is without prejudice to the Union provisions on State aid.	
Recital 18				
31	(18) The multitude of conceivable situations that may give rise to the termination of a package travel contract due to unavoidable and extraordinary circumstances which significantly affect the performance of a package requires a case-by-case assessment, for instance, in light of the nature and the extent of such circumstances. It should be clarified that the termination of a	(18) ~~*The multitude of conceivable situations that may give rise to the termination of a package travel contract due to unavoidable and extraordinary circumstances which significantly affect the performance of a package requires a case-by-case assessment, for instance, in light of the nature and the extent of such circumstances.*~~ It should be clarified that the termination of a	(18) The multitude of conceivable situations that may give rise to the termination of a package travel contract due to unavoidable and extraordinary circumstances which significantly affect the performance of a package requires a case-by-case assessment, for instance, in light of the nature and the extent of such circumstances. It should be clarified that the termination of a	

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	contract is possible if it can be reasonably expected that its performance will be significantly affected by unavoidable and extraordinary circumstances.	contract is possible if it can be reasonably expected that its performance will be significantly ***and objectively*** affected by unavoidable and extraordinary circumstances***, which requires a case-by-case assessment***. ***The assessment as to whether unavoidable and extraordinary circumstances will have significant and objective effects on the performance of the package should be based on a prediction, at the moment of the termination of the contract, of the likelihood that the unavoidable and extraordinary circumstances will have significant and objective effects on the performance of the package. Where a traveller terminates the contract, such an assessment should be made from the perspective of an average traveller who is reasonably well-informed and reasonably observant and circumspect, based on information available at the date of termination of the package travel contract in question. The effects of unavoidable and extraordinary***	contract is possible if it can be reasonably expected that its performance will be significantly affected by unavoidable and extraordinary circumstances. **The assessment as to whether unavoidable and extraordinary circumstances will have significant effects on the performance of the package must be based on a prediction, at the moment of the termination of the contract, of the likelihood that the unavoidable and extraordinary circumstances will have significant effects on the performance of the package. Where a traveller terminates the contract, such assessment must be made from the perspective of an average traveller who is reasonably well-informed and reasonably observant and circumspect, based on information available at the date of termination of the package travel contract in question. The effects of unavoidable and extraordinary circumstances occurring at the place of**	

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		circumstances occurring at the place of departure, destination, including its immediate vicinity, or affecting the journey to or from the destination, including the various places connected with the start and return of the trip in question, should be taken into account where they affect the performance of travel services included in the relevant package travel contract. Circumstances affecting only the journey to the destination or the return journey should not be taken into account if that journey is not part of the package travel contract, including the transport of the passenger to the agreed place of departure.	**departure, destination, including its immediate vicinity, and at the various places connected with the start and return of the trip in question, or affecting the journey to or from the destination, should be taken into account where they affect the performance of travel services included in the package travel contract. Circumstances affecting only the journey to the destination or the return journey should not be taken into account if that journey is not part of the package travel contract, including the transport of the passenger to the agreed place of departure.**	
Recital 18a				
31a			**(18a) Unavoidable and extraordinary circumstances may cover not only circumstances which make it impossible to perform a package but also circumstances which, without preventing such performance, mean that the**	

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			package cannot be performed without exposing the travellers concerned to risks to their health and safety. The relevance of such circumstances and their effects should be assessed objectively.	
Recital 19				
32	(19) During the Covid-19 pandemic, different interpretations emerged regarding cancellation rights due to 'unavoidable and extraordinary circumstances' including in relation to the relevance of travel warnings. It is, therefore, appropriate to specify that official travel warnings for the travel destination issued by the authorities of the Member State of the traveller's residence or departure or the country of destination, are important elements when assessing the justification of the termination of a contract. It should also be clarified that serious restrictions at the travel destination or applying after returning from the trip or holiday, such as quarantine requirements	(19) During the Covid-19 pandemic, different interpretations emerged regarding cancellation rights due to 'unavoidable and extraordinary circumstances' including in relation to the relevance of travel warnings. It is, therefore, appropriate to specify that official travel warnings for the travel destination issued by the authorities of the Member State of the traveller's residence or departure or the country of destination, are important elements when assessing ~~*the justification of*~~***whether*** the termination of a contract ***is justified. Furthermore, the absence of official travel warnings*** ~~*. It*~~ should ***not prevent the existence of those circumstances and their effects***	(19) ~~During the Covid-19 pandemic, different interpretations emerged regarding cancellation rights due to 'unavoidable and extraordinary circumstances' including in relation to the relevance of travel~~**Official** warnings~~. It is, therefore, appropriate to specify that official~~ **against** travel ~~warnings for the travel~~**to a particular** destination issued by the authorities of ~~the~~ **a** Member State ~~of the traveller's residence or departure~~ or the ~~country of destination, are important elements when assessing the justification of the termination of a contract. It should also be clarified that~~ **fact that travellers will be subject to** serious restrictions at the travel	

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	for a significant period, are also relevant when assessing the justification of the termination of a package travel contract.	***on the performance of the package from being established. Unavoidable and extraordinary circumstances can cover not only circumstances which affect the performance of a package but also circumstances which, without preventing such performance, mean that the package cannot be performed without exposing the travellers concerned to risks to their health and safety. The relevance of such circumstances and their effects should be assessed objectively, while taking into account, where appropriate, the degree to which the travellers concerned are exposed to risk. The fact that, due to unavoidable and extraordinary circumstances, travellers will be subject to*** ~~*also be clarified that*~~ serious restrictions at the travel destination or ~~*applying after returning from the trip or holiday, such as*~~***at their place of departure, including*** quarantine requirements for a significant period, ~~*are also relevant when assessing the justification of the*~~***should also be assessed when considering***	destination or ~~applying~~**in the Member State of residence or departure** after returning from the trip or holiday, such as quarantine requirements for a significant period, ~~are also relevant when assessing the justification of the~~**can be elements to be taken into account in the assessment of whether a** termination of ~~a package travel~~**the** contract **is justified**. **The relevance of specific travel warnings to the contract at issue will have to be considered on a case-by-case basis. Furthermore, the absence of official travel warnings does not prevent establishing the existence of those circumstances and their effects on the performance of the package.**	

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		whether a termination of ~~*a package travel*~~ contract ***is justified***.		
Recital 20				
33	(20) It should also be clarified that the 14-day refund period, which is triggered by the termination of the contract, applies regardless of whether the traveller specifically asks for a refund.	(20) It should also be clarified that the 14-day refund period, which is triggered by the termination of the contract, applies regardless of whether the traveller specifically asks for a refund. ***Furthermore, it should be specified that the organiser is to reimburse all payments made by or on behalf of the traveller in respect of the package.***	(20) It should also be clarified that the 14-day refund period, which is triggered by ~~the~~**any** termination of the contract, applies regardless of whether the traveller specifically asks for a refund.	
Recital 21				
34	(21) In order to ensure effective and uniform protection of travellers and a level playing field for organisers it should be provided that the insolvency protection of organisers covers all payments made by or on behalf of travellers in the event of the organiser's insolvency, including cases where a package is not	(21) In order to ensure effective and uniform protection of travellers and a level playing field for organisers it should be provided that the insolvency protection of organisers covers all payments made by or on behalf of travellers in the event of the organiser's insolvency, including cases where a package is not	(21) In order to ensure effective and uniform protection of travellers and a level playing field for organisers it should be provided that the insolvency protection of organisers covers all payments made by or on behalf of travellers in the event of the organiser's insolvency, including ~~cases where a package is not~~	

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	performed in full or in part as a consequence of the organiser's insolvency and cases where a traveller was entitled to a refund or had received a voucher from the organiser before its insolvency.	performed in full or in part as a consequence of the organiser's insolvency and cases where a traveller was entitled to a refund or had received a voucher from the organiser before its insolvency.	~~performed in full or in part as a consequence of the organiser's insolvency and cases~~ where a traveller was entitled to a refund or had received a voucher from the organiser before its insolvency.	
Recital 21a				
34a		***(21a) Under the conditions laid down in this Directive, Member States should define their insolvency protection systems applicable within their territories, including the associated procedures and the methods for providing information on insolvency protection through the most effective communication channels available. It is important to lay down that, as soon as an insolvency occurs, travellers should be provided with all necessary information to benefit from insolvency protection rights. Accordingly, the Member States should designate a relevant entity or entities, which will be responsible for providing the necessary information. The Commission***	**(21a) Within the parameters laid down in this Directive, Member States should define their insolvency protection systems applicable within their territories, including the associated procedures and the methods for providing information on insolvency protection through the most effective communication channels available. It is important to lay down that, as soon as an insolvency occurs, travellers must be provided with all necessary information to benefit from insolvency protection rights. Accordingly, the Member States should designate the relevant entity or entities, which will be**	

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		should centralise the information related to those insolvency protection schemes and central contact points, and make it available to the public on its website.	**responsible for providing such necessary information.**	
Recital 22				
35	(22) In order to ensure effectiveness of insolvency protection for travellers at all times, it should be provided that the security is sufficient to cover costs for refunds and repatriations in cases where an insolvency occurs at a time when an organiser holds the highest amounts of payments. Any increases of those amounts due to a higher anticipated volume of packages sold in a given period should be taken into account. It should be clarified that Member States should supervise the insolvency protection of organisers and monitor the market for the provision of insolvency protection and that. If necessary, Member States should be able to require a second level of protection, such as	(22) In order to ensure effectiveness of insolvency protection for travellers at all times, it should be provided that the security is sufficient to cover costs for refunds and repatriations in cases where an insolvency occurs at a time when an organiser holds the highest amounts of payments. Any increases of those amounts due to a higher anticipated volume of packages sold in a given period should be taken into account. It should be clarified that Member States should supervise the insolvency protection of organisers and monitor the market for the provision of insolvency protection ~~*and that. If necessary, Member States should be able to require a second level of protection, such as*~~	(22) In order to ensure **the** effectiveness of insolvency protection for travellers at all times, it should be provided that the security is sufficient to cover costs for refunds and repatriations in cases where an insolvency occurs at a time when an organiser holds the highest amounts of payments. Any increases of those amounts due to a higher ~~anticipated~~ volume of packages sold in a given period **compared to the anticipated sales** should be taken into account. It should be clarified that Member States should supervise the insolvency protection of organisers and monitor the ~~market for the provision~~**availability** of insolvency protection ~~and that~~. If necessary **to ensure effective**	

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	a back-up fund. This may be relevant, for example, where insurance policies do not provide the required level of protection. Such back-up funds should normally be funded exclusively through contributions from organisers. It should be clarified that such measures can be co-financed by the Member States only in exceptional circumstances and reiterated that those provisions are without prejudice to the Union provisions on State aid insofar as such measures involve State aid.	~~*a back-up fund. This may be relevant, for example, where insurance policies do not provide the required level of protection. Such back-up funds should normally be funded exclusively through contributions from organisers*~~. It should be clarified that such measures can be co-financed by the Member States only in exceptional circumstances and reiterated that those provisions are without prejudice to the Union provisions on State aid insofar as such measures involve State aid.	**insolvency protection**, Member States ~~should be able to~~**may** require ~~a second level of protection~~ **additional mechanisms**, such as a back-up fund~~. This may be relevant, for example, where~~ **to complement, for instance, the protection provided by** insurance policies ~~do not provide the required level of protection~~. Such back-up funds should normally be funded exclusively through contributions from organisers~~. It~~ **and** should ~~be clarified that such measures can~~ be co-financed by the Member States only in exceptional **and duly justified** circumstances ~~and reiterated that those provisions are without prejudice to the Union provisions on State aid~~**.** Insofar as such measures involve State aid**, the Union provisions on State aid apply**.	
Recital 23				
36	(23) Regarding refunds of payments in case of an organiser's insolvency, the period for refunds should be further specified,	(23) Regarding refunds of payments in case of an organiser's insolvency, the period for refunds should be further specified,	(23) Regarding refunds of **travellers'** payments in case of an organiser's insolvency, the period for refunds should be further	

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	referring to 3 months after the traveller has submitted the documents necessary to examine the request. It is also appropriate to lay down in a provision that Member States may require retailers to take out insolvency protection in addition to organisers.	referring to 3 months after the traveller has submitted the documents necessary to examine the request. It is also appropriate to lay down in a provision that Member States may require retailers to take out insolvency protection in addition to organisers.	specified, referring to ~~39~~ **39** months after the traveller has submitted the documents necessary to examine the request**. Member States should be able to provide for a shorter deadline**. It is also appropriate to lay down in a provision that Member States may require retailers to take out insolvency protection in addition to organisers.	
Recital 24				
37	(24) It should be clarified that the central contact points are responsible for the exchange of information in relation to insolvency protection and related questions, including any mechanisms to ensure timely refunds for terminated package travel contracts.	(24) It should be clarified that the central contact points are responsible for the exchange of information in relation to insolvency protection and related questions, including any mechanisms to ensure timely refunds for terminated package travel contracts.	(24) It should be clarified that the central contact points are responsible for the exchange of information in relation to insolvency protection and related questions, including any mechanisms to ensure timely refunds for terminated package travel contracts.	
Recital 25				
38	(25) It is important that travellers are properly informed on their rights, are able to understand the information provided to them	(25) It is important that travellers are properly informed on their rights, are able to understand the information provided to them	(25) It is important that travellers are properly informed on their rights, are able to understand the information provided to them	

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	and have access to that information when they need it. Therefore, certain changes should be made regarding pre-contractual information requirements, the content of a package travel contract and the standard information forms set out in Annexes I and II to Directive (EU) 2015/2302. For example, the standard information forms in Annex I should specify the trader responsible for refunds for cancelled packages. The right to terminate a package travel contract without a fee due to unavoidable and extraordinary circumstances should be presented next to the possibility to cancel a package subject to a cancellation fee. In addition, organisers should be obliged to add the standard information form to the contract so that it is available to travellers after the conclusion of the contract, along with contact details of the relevant traders.	and have access to that information when they need it. Therefore, certain changes should be made regarding pre-contractual information requirements, the content of a package travel contract and the standard information forms set out in Annexes I and II to Directive (EU) 2015/2302. For example, the standard information forms in Annex I should specify the trader responsible for refunds for cancelled packages. The right to terminate a package travel contract without a fee due to unavoidable and extraordinary circumstances should be presented next to the possibility to cancel a package subject to a cancellation fee. In addition, organisers should be obliged to add the standard information form to the contract so that it is available to travellers after the conclusion of the contract, along with contact details of the relevant traders. ***To ensure that travellers are properly informed about their rights, organisers should provide assistance accessible to travellers,***	and have access to that information when they need it. Therefore, certain changes should be made regarding pre-contractual information requirements, the content of a package travel contract and the standard information forms set out in ~~Annexes I and II~~**the Annex** to Directive (EU) 2015/2302. For example, ~~the~~**these** standard information forms ~~in Annex I~~ should specify the trader responsible for refunds for cancelled packages. The right to terminate a package travel contract without a fee due to unavoidable and extraordinary circumstances should be presented next to the possibility to cancel a package subject to a cancellation fee. In addition, organisers should be obliged to add the standard information form to the contract so that it is available to travellers after the conclusion of the contract, along with contact details of the relevant traders. **As a consequence of the deletion of linked travel arrangements, Annex II should also be deleted.**	

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		especially vulnerable travellers, through a one-stop shop. Digital communication channels should be recognised as a key tool for providing up-to-date and personalised information about passenger rights at all times. This information should be provided automatically and proactively by organisers, particularly in the case of an event likely to have an impact on the package, in order to facilitate the flow of information to the traveller and the organiser. Digital communication channels should be prioritised, without adversely affecting passenger assistance provided at physical counters.		
Recital 25a				
38a		***(25a) Compliance with this Directive should be enforceable by means of the imposition of penalties and other enforcement measures. Member States should take all necessary measures to ensure that the provisions of this Directive are implemented, including by laying down***		

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		effective, proportionate and dissuasive penalties applicable to infringements of national provisions adopted pursuant to this Directive. Member States should also ensure respect for the ne bis in idem principle. When assessing the amount of fines, Member States should, in each individual case, take into account all relevant circumstances of the specific situation, with due regard in particular to the nature, gravity, scale and duration of the infringement and of its consequences and to the size of the provider, in particular if the provider is an SME, including start-ups.		
Recital 26				
39	(26) Directive (EU) 2015/2302 should, therefore, be amended accordingly.	(26) Directive (EU) 2015/2302 should, therefore, be amended accordingly.	(26) Directive (EU) 2015/2302 should, therefore, be amended accordingly.	
Recital 27				
40	(27) Since the objective of this Directive, namely to contribute to	(27) Since the objective of this Directive, namely to contribute to	(27) Since the objective of this Directive, namely to contribute to	

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	the proper functioning of the internal market in relation to package travel and to the achievement of a high and as uniform as possible level of consumer protection in this sector, cannot be sufficiently achieved by the Member States, but can rather, by reason of its scale and effects, 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.	the proper functioning of the internal market in relation to package travel and to the achievement of a high and as uniform as possible level of consumer protection in this sector, cannot be sufficiently achieved by the Member States, but can rather, by reason of its scale and effects, 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.	the proper functioning of the internal market in relation to package travel and to the achievement of a high and as uniform as possible level of consumer protection in this sector, cannot be sufficiently achieved by the Member States, but can rather, by reason of its scale and effects, 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.	
Recital 28				
41	(28) 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	(28) 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	(28) 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	

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	level of consumer protection within the Union, in accordance with Article 38 of the Charter.	level of consumer protection within the Union, in accordance with Article 38 of the Charter.	level of consumer protection within the Union, in accordance with Article 38 of the Charter.	
Recital 29				
42	(29) The Commission should submit to the European Parliament and to the Council a report on the application of this Directive within 5 years of its entry into force. While the impacts of this Directive on travel businesses, including on micro, small and medium-sized organisers have been carefully assessed, it is appropriate to take into account in this report the impact of its application on micro, small and medium-sized organisers. Where necessary, the report should be accompanied by legislative proposals,	(29) The Commission should submit to the European Parliament and to the Council a report on the application of this Directive within 5 years of its entry into force. While the impacts of this Directive on travel businesses, including on micro, small and medium-sized organisers have been carefully assessed, it is appropriate to take into account in this report the impact of its application on micro, small and medium-sized organisers. Where necessary, the report should be accompanied by legislative proposals,	(29) The Commission should submit to the European Parliament and to the Council a report on the application of this Directive within 5 years of its entry into force. While the impacts of this Directive on travel businesses, including on micro, small and medium-sized organisers have been carefully assessed, it is appropriate to take into account in this report the impact of its application on micro, small and medium-sized organisers. Where necessary, the report should be accompanied by legislative proposals,	
Formula				
43	HAVE ADOPTED THIS DIRECTIVE:	HAVE ADOPTED THIS DIRECTIVE:	HAVE ADOPTED THIS DIRECTIVE:	
Article 1				

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G	44	Article 1 Amendments to Directive (EU) 2015/2302	Article 1 Amendments to Directive (EU) 2015/2302	Article 1 Amendments to Directive (EU) 2015/2302		G
	Article 1, first paragraph					
G	45	Directive (EU) 2015/2302 is amended as follows:	Directive (EU) 2015/2302 is amended as follows:	Directive (EU) 2015/2302 is amended as follows:		G
	Article 1, first paragraph, point (1)					
G	46	(1) Article 1 is replaced by the following:	(1) Article 1 is replaced by the following:	(1) Article 1 is replaced by the following:		G
	Article 1, first paragraph, point (1), amending provision, first paragraph					
G	47	‘ Article 1	‘ Article 1	‘ Article 1		G
	Article 1, first paragraph, point (1), amending provision, second paragraph					
G	48	Subject matter	Subject matter	Subject matter		G
	Article 1, first paragraph, point (1), amending provision, third paragraph					

PUBLIC

		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Y	49	‘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, as well as certain aspects of contracts between organisers of packages and service providers. ,	~~‘~~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 ***and simplifying*** 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, as well as*~~ certain aspects of contracts between organisers of packages and ***travel*** service providers***, as well as of the specific information requirements in some cases not leading to the creation of a package***. ,	‘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~~, as well as certain aspects of contracts between organisers of packages and service providers**’, and specific information requirements for certain situations not leading to the creation of a package**. ,		Y
	Article 1, first paragraph, point (2)				
G	50	(2) in Article 2, paragraph 1 is replaced by the following:	(2) in Article 2, paragraph 1 is replaced by the following:	(2) in Article 2, paragraph 1 is replaced by the following:		G

PUBLIC

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement	
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), first subparagraph					
Y 51	‘ 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.	‘ 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*~~.	‘ 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~~**specific information requirements for certain situations not leading to the creation of a package**.		Y
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph					
G 52	It also applies to refund rights of organisers as defined in Article 3(8) against travel service providers in case of cancellation or non-provision of a service that is part of a travel package. ’	It also applies to refund rights of organisers as defined in Article 3(8) against travel service providers in case of cancellation or non-provision of a service that is part of a travel package.	It also applies to refund rights of organisers as defined in Article 3(8) against travel service providers in case of cancellation or non-provision of a service that is part of a travel package. ’		G
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph a					

PUBLIC

		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement	
G	52a		***(2a) in Article 2(2), point (a) is replaced by the following:***			G
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph b					
G	52b		***'(a) packages covering a period of less than 24 hours unless overnight accommodation is included;'***			G
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph c					
G	52c		***(2b) in Article 2(2), point (b) is replaced by the following:***			G
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph d					
G	52d		***'(b) packages offered occasionally and on a 'not-for-profit' basis and only to a limited group of travellers;'***			G
	Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph e					
R	52e		***(2c) in Article 2(2), point (c) is replaced by the following:***			R

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		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement	
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph a						
R	52f		***'(c) packages purchased 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.'*** ,			R
Article 1, first paragraph, point (3)						
G	53	(3) Article 3 is amended as follows:	(3) Article 3 is amended as follows:	(3) Article 3 is amended as follows:		G
Article 1, first paragraph, point (3)(a)						
G	54	(a) point 2 is replaced by the following:	(a) point 2 is replaced by the following:	(a) point 2 is replaced by the following:		G
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph						
G	55	‘	‘	‘		G

PUBLIC

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	(2) 'package' means a combination of at least two different types of travel services, as defined in point 1, for the purpose of the same trip or holiday, if:	(2) 'package' means a combination of at least two different types of travel services, as defined in point 1, for the purpose of the same trip or holiday, if:	(2) 'package' means a combination of at least two different types of travel services, as defined in point 1, for the purpose of the same trip or holiday, if:	
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (a)				
56	(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	(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	(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	
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)				
57	(b) irrespective of whether separate contracts are concluded with individual travel service providers, and:	(b) irrespective of whether separate contracts are concluded with individual travel service providers, and:	(b) irrespective of whether separate contracts are concluded with individual travel service providers, and:	
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(i)				
58	(i) those services are purchased from a single point of sale and	(i) those services are purchased from a single point of	(i) those services are purchased from a single point of sale and **have been selected**	

PUBLIC

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
		sale and ***have been selected before the traveller agrees to pay, or***	**before the traveller agrees to pay, or**	
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(i), first indent				
G 59	- have been selected before the traveller agrees to pay, or	*deleted*	*deleted*	G
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(i), second indent				
G *60*	- other types of travel services are booked within 3 hours after the traveller agreed to pay for the first travel service, or	*deleted*	*deleted*	G
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(i), third indent				
G *61*	- other types of travel services are booked within 24 hours after the traveller agreed to pay for the first travel service and if, before the traveller agreed to pay for the first travel service, the trader invited the traveller to subsequently book one or more	*deleted*	*deleted*	G

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	additional types of travel services, or			
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(ia)				
R *61a*		***(ia) if, before the traveller agrees to pay for a first travel service, the trader actively invites the traveller to book one or more additional types of travel services at the same point of sale within 24 hours of agreeing to pay for the first service, or***		R
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(ii)				
R 62	(ii) are offered, sold or paid at an inclusive or total price, regardless of any separate billing, or	(ii) ~~*are*~~ offered, sold or paid at an inclusive or total price, regardless of any separate billing, or	(ii) are offered, sold or ~~paid~~ **charged** at an inclusive or total price, regardless of any separate billing, or	R
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(iii)				
Y 63	(iii) are advertised or sold under the term 'package' or under a similar term, or	(iii) ~~*are*~~ advertised or sold under the term 'package' or under a similar term, or	(iii) are advertised or sold under the term 'package' or under a similar term, or	Y
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(iv)				

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
64	(iv) are combined after the conclusion of a contract by which a trader entitles the traveller to choose among a selection of different types of travel services, or	(iv) ~~*are*~~ combined after the conclusion of a contract by which a trader entitles the traveller to choose among a selection of different types of travel services, or	(iv) are 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	
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(v)				
65	(v) are purchased from separate traders through linked online booking processes where the traveller's name, payment details, e-mail address or the traveller's other personal data are transmitted from the trader with whom the first contract is concluded to another trader or other traders.	(v) ~~*are*~~ purchased from separate traders through linked online booking processes where the traveller~~*'s name, payment details, e-mail address or*~~***'s personal data through which*** the traveller~~*'s other personal data*~~ ***can be identified as a contracting party,*** are transmitted from the trader with whom the first contract is concluded to another trader or ~~*other*~~***traders and a contract or contracts is or are concluded at the latest 24 hours after the confirmation of the booking of the first travel service with the latter trader or*** traders~~*.*~~**.**	(v) are purchased from separate traders through linked online booking processes where the traveller's ~~name, payment details, e-mail address or~~**personal data through which** the traveller~~'s other personal data~~ **can be identified as a contracting party** are transmitted from the trader with whom the first contract is concluded to another trader or other traders **and a contract or contracts with the latter trader or traders is or are concluded at the latest 24 hours after the confirmation of the booking of the first travel service**.	
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(va)				

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		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement	
R	65a		***(va) or any other situation where the parties agree to consider the booked travel services as a package.***			R
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), second subparagraph						
G	66	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 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 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:		G
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), second subparagraph, point (a)						
G	67	(a) do not account for at least 25% of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination; or	(a) do not account for at least 25% of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination; or	(a) do not account for at least 25% of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination; or		G
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), second subparagraph, point (b)						

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
68	(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;. ,	(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;. ,	(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;. ,	
Article 1, first paragraph, point (3)(b)				
69	(b) point 5 is replaced by the following:	(b) point 5 is ~~*replaced by the following:*~~ ***deleted.***	(b) point 5 is ~~replaced by the following:~~ **deleted.**	
Article 1, first paragraph, point (3)(b), amending provision, numbered paragraph (5)				
70	‘ (5) linked travel arrangement’ means a combination of different types of travel services, not falling under the definition of a package in point 2, where, a trader which is party to a contract on the provision of a travel service and receives payments by or on behalf of a traveller invites a traveller to book additional type of travel service	*deleted*	*deleted*	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	from another trader for the purpose of same trip or holiday and where a contract on the provision of an additional travel service is concluded at the latest 24 hours after the confirmation of the booking of the first contract. ,			
	Article 1, first paragraph, point (3a)			
G	*70a*		***(ba) point 7 is replaced by the following:***		G
	Article 1, first paragraph, point (3b)			
G	70b		***'(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***		G

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
		capacity of organiser, retailer, or as a travel service provider;"		
Article 1, first paragraph, point (3c)				
R 70c		***(bb) point 12 is replaced by the following:***		R
Article 1, first paragraph, point (3a)				
R 70d		***"(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, including inter alia war or conflict, 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***		R

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
		destination as agreed in the package travel contract;"		
Article 1, first paragraph, point (4)				
71	(4) Article 5, paragraph 1, is amended as follows:	(4) Article 5, paragraph 1, is amended as follows:	(4) Article 5~~, paragraph 1,~~ is amended as follows:	
Article 1, first paragraph, point (4)(-a)				
71a		***(-a) in point (a), subpoint (viii) is replaced by the following:***		
Article 1, first paragraph, point (4)(-a)				
71b		***'(viii) whether the trip or holiday is generally suitable for persons with a disability and reduced mobility and, upon the traveller's request, precise information on the accessibility and suitability of the trip or holiday taking into account the traveller's needs;'***		***'(viii) whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the traveller's request, precise information on the accessibility and suitability of the trip or holiday taking into account the traveller's needs;'***
Article 1, first paragraph, point (4)(-c)				

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		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement	
R	71c		***(-aa) point (b) is replaced by the following:***			R
	Article 1, first paragraph, point (4)(-b)					
Y	71d		***'(b) the trading name and geographical address of the organiser and, where applicable, of the retailer, as well as their free of charge telephone number and functional e-mail address;'***		***'(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 enabling the traveller to contact the organiser quickly and communicate with him efficiently;'***	Y
	Article 1, first paragraph, point (4)(a)					
R	72	(a) point (d) is replaced by the following:	(a) point (d) is replaced by the following:	*deleted*		R
	Article 1, first paragraph, point (4)(a), amending provision, numbered paragraph (d)					
Y	*73*	'	'		'	Y

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	(d) the arrangements for payment, including any amount or percentage of the price which is to be paid as a downpayment and the timing for payment of the balance, in accordance with Article 5a, or financial guarantees to be paid or provided by the traveller;;	(d) the arrangements for payment, including ***via points or other currency reward systems and*** any amount or percentage of the price which is to be paid as a ~~*downpayment*~~***down payment*** and the timing for payment of the balance~~*, in accordance with Article 5a*~~, or financial guarantees to be paid or provided by the traveller;~~;~~***'***	*deleted*	(d) the arrangements for payment, including ***via any currency reward systems, and*** any amount or percentage of the price which is to be paid as a ~~*downpayment*~~***down payment*** and the timing for payment of the balance~~*, in accordance with Article 5a*~~, or financial guarantees to be paid or provided by the traveller;~~;~~***'***
Article 1, first paragraph, point (4)(aa)				
R 73a		***(aa) point (f) is replaced by the following:***		
Article 1, first paragraph, point (4)(ab)				
R 73b		***'(f) exhaustive general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the***		

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
		country of destination and transit, as well as changes occurring between the conclusion of the contract and its execution;'		
Article 1, first paragraph, point (4)(b)				
Y 74	(b) point (g) is replaced by the following:	(b) point (g) is replaced by the following:	(b) **in paragraph 1,** point (g) is replaced by the following:	Y
Article 1, first paragraph, point (4)(b), amending provision, first paragraph				
G 75	' information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate and justifiable termination fee, or, where applicable, the standardised termination fees requested by the organiser, in accordance with Article 12(1), and that the traveller may terminate the package travel contract without paying any termination fee due to unavoidable and extraordinary circumstances as specified under Article 12(2);.	' information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate and justifiable termination fee, or, where applicable, the standardised termination fees requested by the organiser, in accordance with Article 12(1), and that the traveller may terminate the package travel contract without paying any termination fee due to unavoidable and extraordinary circumstances as specified under Article 12(2);.	' information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate and justifiable termination fee, or, where applicable, the standardised termination fees requested by the organiser, in accordance with Article 12(1), and that the traveller may terminate the package travel contract without paying any termination fee due to unavoidable and extraordinary circumstances as specified under Article 12(2);.	' information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate and justifiable termination fee, or, where applicable, the standardised termination fees requested by the organiser, in accordance with Article 12(1), and that the traveller may terminate the package travel contract without paying any termination fee due to unavoidable and extraordinary circumstances as specified under Article 12(2);. G

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	,		,	
Article 1, first paragraph, point (4)(b), amending provision, first paragraph a				
G 75a		***(ba) the following point is added:***		***deleted*** G
Article 1, first paragraph, point (4)(b), amending provision, first paragraph b				
G 75b		***'(ha) information that the traveller is buying a package and an explanation of the protection given to travellers after the conclusion of the contract, as provided for in this Directive.'*** ,		***deleted*** , G
Article 1, first paragraph, point (4)(ba)				
R 75c			**(ba) the following paragraph is inserted:**	R
Article 1, first paragraph, point (4)(ba), amending provision, numbered paragraph (2a)				

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
R 75d			‘ **2a. Subject to Article 23, in online booking situations that do not lead to the creation of a package within the meaning of Article 3, point (2) but where a trader invites a traveller to conclude, after the conclusion of a first contract, an additional contract on a different type of travel service for the same trip or holiday, the first trader shall inform the traveller, when making such invitation, by a clearly visible notice, that the relevant travel services will not constitute a package.** **That notice shall be stated in a clear, comprehensible and prominent manner that the traveller will not benefit from any of the rights applying exclusively to packages under this Directive and that each trader will be solely responsible for the proper contractual performance of its service.**	R

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
			,	
Article 1, first paragraph, point (4a)				
75e		***(4a) in Article 5, paragraph 3 is replaced by the following:***		
Article 1, first paragraph, point (4a)				
75f		***"3. The information referred to in paragraphs 1 and 2 shall be provided in a clear, comprehensible and prominent manner and in accessible formats in accordance with the accessibility requirements set out in Annex I to Directive (EU) 2019/882. Where such information is provided in writing, it shall be legible."***		
Article 1, first paragraph, point (5)				
76	(5) the following Article 5a is inserted:	(5) the following Article 5a is inserted:	*deleted*	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Article 1, first paragraph, point (5), amending provision, first paragraph				
R *77*	‘ Article 5a	‘ Article 5a	*deleted*	R
Article 1, first paragraph, point (5), amending provision, second paragraph				
R *78*	Payments	Payments	*deleted*	R
Article 1, first paragraph, point (5), amending provision, third paragraph				
R *79*	Member States shall ensure that, except for packages as defined in Article 3, point (2)(b)(iv), and packages booked less than 28 days before the start of the package, the organiser or, where applicable, the retailer shall not request downpayments exceeding 25% of the total price of the package and	Member States ~~*shall ensure that*~~***may***~~*, except for packages as defined in Article 3, point (2)(b)(iv), and packages booked less than 28 days before the start of the package, the organiser or, where applicable, the retailer shall not request downpayments exceeding 25% of the total price of*~~	*deleted*	R

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	shall not request the remaining payment earlier than 28 days before the start of the package. The organiser, or where applicable, the retailer may request higher downpayments where this is necessary to ensure the organisation and the performance of the package. The downpayments may cover advance payments to providers of services included in the package and costs incurred by the organiser, or where applicable the retailer, specifically in relation to the organisation and performance of the package insofar as it is necessary to cover those costs at the time of booking.. ,	~~*the package and shall not request the remaining payment earlier than 28 days before the start of the package*~~ ***in accordance with national provisions, introduce limitations on pre-payments***. ~~*The organiser, or where applicable, the retailer may request higher downpayments where this is necessary to ensure the organisation and the performance of the package. The downpayments may cover advance payments to providers of services included in the package and costs incurred by the organiser, or where applicable the retailer, specifically in relation to the organisation and performance of the package insofar as it is necessary to cover those costs at the time of booking..*~~ ,		
Article 1, first paragraph, point (6)				
Y	*80*	*(6)* Article 7 is amended as follows:	(6) Article 7 is amended as follows:	(6) Article 7 is amended as follows:	Y

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Article 1, first paragraph, point (6)(-a)				
80a		***(-a) paragraph 1 is replaced by the following:***		
Article 1, first paragraph, point (6)(-b)				
80b		***'1. Member States shall ensure that package travel contracts are in accessible formats in accordance with the accessibility requirements set out in Annex I to Directive (EU) 2019/882, 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.'***		
Article 1, first paragraph, point (6)(a)				

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		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement	
G	81	(a) in paragraph 2, point (b) is replaced by the following:	(a) in paragraph 2, point (b) is replaced by the following:	(a) in paragraph 2, point (b) is replaced by the following:	(a) in paragraph 2, point (b) is replaced by the following:	G
	Article 1, first paragraph, point (6)(a), amending provision, numbered paragraph (b)					
G	82	‘ (b) information:	‘ (b) information:	‘ (b) information:	‘ (b) information:	G
	Article 1, first paragraph, point (6)(a), amending provision, numbered paragraph (b), point (i)					
G	83	(i) that the organiser is responsible for the proper performance of all travel services included in the contract in accordance with Article 13, for any refunds due to the termination of or changes to a contract, and for providing assistance if the traveller is in difficulty in accordance with Article 16;	(i) that the organiser is responsible for the proper performance of all travel services included in the contract in accordance with Article 13, for any refunds due to the termination of or changes to a contract, and for providing assistance if the traveller is in difficulty in accordance with Article 16;	(i) that the organiser is responsible for the proper performance of all travel services included in the contract in accordance with Article 13, for any refunds due to the termination of or changes to a contract, and for providing assistance if the traveller is in difficulty in accordance with Article 16;	(i) that the organiser is responsible for the proper performance of all travel services included in the contract in accordance with Article 13, for any refunds due to the termination of or changes to a contract, and for providing assistance if the traveller is in difficulty in accordance with Article 16;	G
	Article 1, first paragraph, point (6)(a), amending provision, numbered paragraph (b), point (ii)					
G	84	(ii) where applicable, that the traveller may also contact the organiser via the retailer.	(ii) where applicable, that the traveller may also contact the organiser via the retailer.	(ii) where applicable, that the traveller may also contact the organiser via the retailer.	(ii) where applicable, that the traveller may also contact the organiser via the retailer.	G

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	’	’	’	’
Article 1, first paragraph, point (6)(b)				
85	(b) the following paragraph 2a is inserted:	(b) the following paragraph 2a is inserted:	(b) the following paragraph 2a is inserted:	(b) the following paragraph 2a is inserted:
Article 1, first paragraph, point (6)(b), amending provision, numbered paragraph (2a)				
86	‘ 2a. The relevant information form set out in Annex I shall be attached to the contract. The contract shall contain a clear reference to that information form.. ’	‘ 2a. The relevant information form set out in Annex I shall be attached to the contract ***or made available electronically at the time of its conclusion***. The contract shall contain a clear reference to that information form.~~.~~ ’	‘ 2a. The relevant information form set out in Annex I shall be attached to the contract. The contract shall contain a clear reference to that information form.. ’	‘ 2a. The relevant information form set out in Annex I shall be ~~attached to~~***made available to the traveller on a durable medium at the time of the conclusion of*** the contract. The contract shall contain a clear reference to that information form.~~.~~ ’
Article 1, first paragraph, point (6c)				
86a		***(6a) in Article 11, the introductory part of paragraph 2 is replaced by the following:***		

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Article 1, first paragraph, point (6a)					
Y 86b		***'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), it shall inform immediately the traveller who may within a reasonable period specified by the organiser:'***			Y
Article 1, first paragraph, point (7)					
G 87	(7) Article 12 is amended as follows:	(7) Article 12 is amended as follows:	(7) Article 12 is amended as follows:	(7) Article 12 is amended as follows:	G
Article 1, first paragraph, point (7)(-a)					
R 87a		***(-a) paragraph 1 is replaced by the following:***			R

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Article 1, first paragraph, point (7)(-b)					
R 87b		***'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 a standardised termination fee laid down in the contract.'***			R
Article 1, first paragraph, point (7)(-c)					
R 87c		***(-aa) in paragraph 1, the following subparagraph is added:***			R
Article 1, first paragraph, point (7)(-d)					
R 87d		***'The organiser shall clearly state either the specific amount of the standardised termination fee or the calculation method in the pre-contractual information provided to the traveller. The standardised termination fee shall be***			R

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		appropriate and justifiable, taking into account for example the timing of the termination before the start of the package, the expected cost savings, and the potential income from the alternative deployment of travel services.'		
Article 1, first paragraph, point (7)(a)				
88	(a) paragraph 2 is replaced by the following:	(a) paragraph 2 is replaced by the following:	(a) paragraph 2 is replaced by the following:	(a) paragraph 2 is replaced by the following:
Article 1, first paragraph, point (7)(a), amending provision, numbered paragraph (2)				
89	' 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 travel destination or its immediate vicinity, at the place of the traveller's residence or departure or affecting the	' 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*~~***where it can be reasonably expected that the package travel contract will be significantly and objectively affected by*** unavoidable and extraordinary circumstances	' 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 travel destination or its immediate vicinity, at the place of the traveller's residence or departure or affecting the~~	

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	journey to the destination, where such circumstances significantly affect the performance of the package. The traveller may terminate the contract where it can be reasonably expected that the performance of the package travel contract will be significantly affected by unavoidable and extraordinary circumstances. If the package travel contract is terminated in accordance with 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. ,	occurring at the travel destination or its immediate vicinity, ~~*at the place of the traveller's residence or*~~ departure or affecting the ***traveller's*** journey to ***or from*** the destination~~*, where such circumstances significantly affect the performance of the package. The traveller may terminate the contract where it can be reasonably expected that the performance of the package travel contract will be significantly affected by unavoidable and extraordinary circumstances*~~. If the package travel contract is terminated in accordance with 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. ,	~~journey to the destination, where such circumstances significantly affect the performance of the package. The traveller may terminate the contract~~ where it can be reasonably expected that the performance of the package travel contract will be significantly affected by unavoidable and extraordinary circumstances **occurring at the place of departure, at the travel destination or its immediate vicinity, or affecting the journey to the destination**. If the package travel contract is terminated in accordance with 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. ,	
Article 1, first paragraph, point (7)(aa)				
R	89a		***(aa) in paragraph 3, the introductory part is replaced by the following:***		R

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Article 1, first paragraph, point (7)(ab)				
R 89b		***'3. The organiser may terminate the package travel contract and provide the traveller with a full refund of any payments made for the package, or, in a non-binding manner, offer substantially the same package through alternative carriers and transport modes, or an alternative travel service to replace the original package, or components of that package.*** ***However, the organiser shall not be liable for additional compensation, if:'***		R
Article 1, first paragraph, point (7)(b)				
R 90	(b) the following paragraph 3a is inserted:	(b) the following paragraph 3a is inserted:	*deleted*	R
Article 1, first paragraph, point (7)(b), amending provision, numbered paragraph (3a)				

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R 91	‘ *3a.* Official warnings against travel to a particular destination issued by the authorities of the Member State of departure or traveller’s residence or the country of destination, or the fact that travellers will be subject to serious restrictions at the travel destination or in the Member State of residence or departure after returning from the trip or holiday, shall be important elements to be taken into account in the assessment of whether a termination of the contract based on paragraph 2 and paragraph 3, point (b), is justified.. ’	‘ 3a. Official warnings against travel to a particular destination issued by the authorities of the Member State of departure or traveller’s residence or the country of destination, or the fact that travellers will be subject to serious restrictions at the travel destination or in the Member State of residence or departure after returning from the trip or holiday, shall be important elements to be taken into account in the assessment of whether a termination of the contract based on paragraph 2 and paragraph 3, point (b), is justified. ***This applies in particular where an official warning has been issued at most 28 days before the scheduled start of the package but is without prejudice to a case-by-case assessment***. ***Where the traveller has been duly informed about an official warning and travel restrictions by the organiser, and nonetheless proceeded with a booking, the traveller shall assume the financial risk in the***	*deleted*	R

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		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
			event that he or she terminates the package travel contract. ,		
	Article 1, first paragraph, point (7)(c)				
G	*92*	*(c)* paragraph 4 is replaced by the following:	(c) paragraph 4 is replaced by the following:	(c) paragraph 4 is replaced by the following:	(c) paragraph 4 is replaced by the following:
	Article 1, first paragraph, point (7)(c), amending provision, numbered paragraph (4), first subparagraph				
Y	93	‘ 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 and justifiable termination fee. The organiser shall make such refunds or reimbursements to the traveller without undue delay and, in any event, not later than 14 days after the package travel contract is terminated, regardless of whether	‘ 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 and justifiable termination fee. The organiser shall make such refunds or reimbursements to the traveller without undue delay and, in any event, not later than 14 days after the package travel contract is terminated, regardless of whether	‘ 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 and justifiable termination fee. The organiser shall make such refunds or reimbursements to the traveller without undue delay and, in any event, not later than 14 days after the package travel contract is terminated, ~~regardless of~~	

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	the traveller specifically asks for a refund.'	the traveller specifically asks for a refund.~~'~~ ***Where the traveller's payment details are no longer valid, the traveller shall provide the organiser with the correct payment details. The organiser shall make a refund or reimbursement no later than 14 days after the traveller has submitted the new payment details.***	~~whether~~**without the need for any prior request by** the traveller ~~specifically asks for a refund.'~~	
	Article 1, first paragraph, point (7)(c), amending provision, numbered paragraph (4), second subparagraph			
R	94	Where Member States introduce or maintain mechanisms aiming to ensure that refunds to travellers are made within the time period laid down in the first subparagraph, following the termination of package travel contracts in accordance with paragraphs 2 and 3, they shall inform the Commission and the central contact points of the other Member States, referred to in Article 18(2) about those mechanisms. Any co-financing of such mechanisms by Member States is possible only in exceptional and duly justified	Where Member States introduce or maintain mechanisms aiming to ensure that refunds to travellers are made within the time period laid down in the first subparagraph, following the termination of package travel contracts in accordance with paragraphs 2 and 3, they shall inform the Commission and the central contact points of the other Member States, referred to in Article 18(2) about those mechanisms. Any co-financing of such mechanisms by Member States is possible only in exceptional and duly justified	Where Member States introduce or maintain mechanisms aiming to ensure that refunds to travellers are made within the time period laid down in the first subparagraph, following the termination of package travel contracts in accordance with paragraphs 2 and 3, they shall inform the Commission and the central contact points of the other Member States, referred to in Article 18(2) about those mechanisms.~~ Any co-financing of such mechanisms by Member States is possible only in exceptional and duly justified~~	R

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		circumstances and shall be conditional on approval under the Union State aid provisions. ,	circumstances and shall be conditional on approval under the Union State aid provisions. ,	~~circumstances and shall be conditional on approval under the Union State aid provisions.~~ ,		
Article 1, first paragraph, point (8)						
G	95	(8) the following Article 12a is inserted:	(8) the following Article 12a is inserted:	(8) the following Article 12a is inserted:	(8) the following Article 12a is inserted:	G
Article 1, first paragraph, point (8), amending provision, first paragraph						
G	96	‘ Article 12a	‘ Article 12a	‘ Article 12a	‘ Article 12a	G
Article 1, first paragraph, point (8), amending provision, second paragraph						
G	97	Vouchers	Vouchers	Vouchers	Vouchers	G
Article 1, first paragraph, point (8), amending provision, numbered paragraph (1)						
Y	98	1. Member States shall ensure that, where a contract is terminated pursuant to Articles 10,	1. Member States shall ensure that, where a contract is terminated pursuant to Articles 10,	1. Member States shall ensure that, where a contract is terminated pursuant to Articles 10,	1. Member States shall ensure that, where a contract is terminated pursuant to Articles 10,	Y

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	11 or 12, the organiser may give the traveller the choice to accept a voucher which can be used for a future package instead of a refund.	11 or 12, the organiser may give the traveller the choice to accept a voucher which can be used for a future package instead of a refund. ***The organiser may offer a voucher of a higher value than the traveller's refund right.***	11 or 12, the organiser may give the traveller the choice to accept a voucher **corresponding at least to the amount of the refund to** which ~~can be used for a future package~~**the traveller is entitled (the traveller's refund right)** instead of a refund. **Travellers may use the voucher for any travel service offered by the organiser. The organiser may offer a voucher of a higher value than the traveller's refund right.**	11 or 12, the organiser may give the traveller the choice to accept a voucher ***corresponding at least to the amount of the refund to*** which ~~*can be used for a future package*~~***the traveller is entitled (the traveller's refund right)*** instead of a refund. ***The organiser may offer a voucher of a higher value than the traveller's refund right.*** ***1a. Traveller may use the voucher for any travel service offered by the organiser and may redeem the voucher in parts for one or more services offered and in parts on different occasions.*** ***1b. Organisers shall not treat holders of vouchers less favourably than other travellers in relation to the booking of travel services.***
Article 1, first paragraph, point (8), amending provision, numbered paragraph (1a)				
98a		***1a. The traveller's consent shall not be assumed. Before issuing a voucher, the organiser***		***deleted***

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		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
			shall always seek the express consent of the traveller.		
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2)					
Y	99	2. Before the traveller accepts the voucher, the organiser shall inform the traveller clearly and prominently in writing about:	2. Before the traveller accepts the voucher, the organiser shall inform the traveller clearly and prominently in writing about:	2. **When offering a voucher to the traveller and** before the traveller **explicitly** accepts the voucher, the organiser shall inform the traveller clearly and prominently ~~in writing about~~**on a durable medium on the following rights of travellers and characteristics of the voucher**:	2. ***When offering a voucher to the traveller and*** before the traveller ***actively*** ***and explicitly*** accepts the voucher, the organiser shall inform the traveller clearly and prominently ***on a durable medium on the following rights of travellers as laid down in this Article and on the characteristics of the voucher*** ~~*in writing about*~~:
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (a)					
G	100	(a) the fact that the traveller is entitled to a refund within 14 days and is not obliged to accept a voucher,	(a) the fact that the traveller is entitled to a refund within 14 days and is not obliged to accept a voucher,	(a) the fact that the traveller is entitled to a refund within 14 days and is not obliged to accept a voucher~~,~~**;**	(a) the fact that the traveller is entitled to a refund within 14 days and is not obliged to accept a voucher,
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (aa)					
G	100a		***(aa) the value of the voucher;***	**(aa) the value of the voucher;**	***(aa) the value of the voucher;***

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Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (ab)					
G 100b			**(ab) the amount of the traveller's refund right and the fact that this amount is covered by the organiser's insolvency protection;**	***(ab) the amount of the traveller's refund right and the fact that this amount is covered by the organiser's insolvency protection;***	G
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (ac)					
Y 100c		***(ab) the fact that the voucher can be used in full or in part and that it can be used for any travel service proposed by the organiser;***		***(ac) the fact that the voucher may be used in full or in part and that it may be used for any travel service offered by the organiser and that, if the voucher is used to book a single travel service, that contract would not be covered by the insolvency protection provided for in this Directive;***	Y
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (ad)					
G 100d		***(ac) the fact that the voucher can be transferred once and without any fee;***		***deleted***	G
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (b)					

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G 101	(b) the validity period of the voucher and the rights of travellers in relation to vouchers as laid down in this Article,	(b) the validity period of the voucher and the rights of travellers in relation to vouchers as laid down in this Article ***and the fact that these will not change during the validity period of the voucher***,	(b) the validity period of the voucher ~~and the rights of travellers in relation to vouchers as laid down in this Article,~~;	(b) the validity period of the voucher ~~*and the rights of travellers in relation to vouchers as laid down in this Article,*~~**;**	G
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (ba)					
Y 101a			**(ba) the fact that the voucher may be used for any travel service offered by the organiser and that, if the voucher is used to book a single travel service, that contract would not be covered by the insolvency protection provided for in this Directive;**	***deleted***	Y
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (bb)					
Y 101b			**(bb) the fact that the traveller may redeem the voucher in parts;**	***deleted***	Y
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (bc)					

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101c			**(bc) the fact that the voucher may be transferred once, and without any fee;**	***(bc) the fact that the voucher may be transferred once and without any fee, [if the traveller informs the organiser on the personal data of the transferee];***
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (c)				
101d			**(c) the fact that if the voucher or part of it has not been redeemed, the traveller is entitled to a reimbursement of the remaining amount of the refund right within 14 days after the end of the validity period, without the need for any prior request.**	***(c) the fact that if the voucher has not been redeemed [up to the full amount of the traveller's refund right], the traveller is entitled to a reimbursement of the remaining amount of the refund right within 14 days after the end of the validity period, without the need for any prior request.***
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2a)				
101e			**2a. The voucher shall contain the information listed in paragraph 2, except for point (a), in a clear and comprehensible manner. It shall also display the organiser's trading name and the information which travellers**	***2a. The voucher [shall be issued on a durable medium and] shall contain the information listed in paragraph 2, except for point (a), in a clear and comprehensible manner. It shall also display the organiser's trading name and the***

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
			must provide to the organiser if a voucher is transferred.	***information which travellers must provide to the organiser [for the validity of the transfer to another person], as well as the start and the end date of the validity period.***
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2b)				
101f		***2a. The information referred to in paragraph 2 shall be shared proactively, automatically, and in a personalised manner to travellers through digital communication channels by the organiser.***		***deleted***
Article 1, first paragraph, point (8), amending provision, numbered paragraph (3)				
102	3. The value of the voucher offered shall correspond at least to the amount of the traveller's refund right. The organiser may offer a voucher on a higher amount.	3. The value of the voucher offered shall correspond at least to the amount of the traveller's refund right. The organiser may offer a voucher ~~on~~***of*** a higher ~~amount~~***total value***.	*deleted*	3. ~~*The value of the voucher offered shall correspond at least to the amount of the traveller's refund right. The organiser may offer a voucher on a higher amount.*~~ ***deleted***
Article 1, first paragraph, point (8), amending provision, numbered paragraph (3a)				
102a			**3a. Vouchers shall have a validity period of a maximum of**	***3a. Vouchers shall have a validity period of a maximum of***

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			12 months from the day a traveller accepts a voucher in accordance with paragraph 4. That period may be extended once for up to 12 months with the explicit agreement of both parties on a durable medium.	***12 months from the day a traveller accepts a voucher in accordance with paragraph 4. That period may be extended once for up to 12 months with the active and explicit agreement of both parties on a durable medium.***
Article 1, first paragraph, point (8), amending provision, numbered paragraph (3b)				
102b		***3a. For travellers who opt for a voucher, the organiser shall offer an alternative that, at a minimum, meets their convenience in choosing travel services. Furthermore, these travellers shall be given priority in their choice of travel services.***		***deleted***
Article 1, first paragraph, point (8), amending provision, numbered paragraph (4)				
103	4. Travellers shall lose their right to a refund during the validity period of the voucher only if they accept the voucher instead of a refund explicitly and in writing. The parties may at any	4. Travellers shall lose their right to a refund during the validity period of the voucher ~~*only if they accept*~~***after accepting*** the voucher ~~*instead of a refund explicitly and in writing*~~***on a***	4. **The** travellers ~~shall lose their~~**'** right to a refund **shall be suspended** during the validity period of the voucher ~~only if they accept~~**provided that they received the information**	4. ***The*** travellers***' refund right*** shall ~~*lose their right to a refund*~~***be suspended*** during the validity period of the voucher ~~*only if they accept*~~***provided that they received the information referred***

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	time agree on a full refund before a voucher is redeemed or expires.	***durable medium***. The parties may at any time agree on a full ***or partial*** refund before a voucher is redeemed or expires.	**referred to in paragraph 2 and explicitly accepted** the voucher instead of a refund ~~explicitly and in writing. The parties may at any time agree on a full refund before a voucher is redeemed or expires.~~**on a durable medium.**	***to in paragraph 2 and actively and explicitly accepted*** the voucher instead of a refund ~~*explicitly and in writing*~~***on a durable medium***. The parties may at any time agree on a full ***or partial*** refund before a voucher is redeemed or expires. ***[The traveller's refund right shall expire when the voucher has been redeemed up to the level of the traveller's refund right].***
	Article 1, first paragraph, point (8), amending provision, numbered paragraph (4a)			
G	103a		**4a. The suspension of the traveller's refund right shall end:**	***4a. The suspension of the traveller's refund right shall end:***
	Article 1, first paragraph, point (8), amending provision, numbered paragraph (4a), point (a)			
G	103b		**(a) at the moment when the validity period of the voucher expires insofar as the voucher has not been redeemed up to the amount of the traveller's refund right;**	***(a) at the moment when the validity period of the voucher expires insofar as the voucher has not been redeemed up to the amount of the traveller's refund right;***

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Article 1, first paragraph, point (8), amending provision, numbered paragraph (4a), point (b)					
G	103c		**(b) at the moment when the parties agree on a refund of any remaining amount of the refund right before the validity period of a voucher expires; or**	***(b) at the moment when the parties agree on a refund of any remaining amount of the traveller's refund right before the validity period of a voucher expires; or***	G
Article 1, first paragraph, point (8), amending provision, numbered paragraph (4a), point (c)					
G	103d		**(c) in the event of the organiser's insolvency.**	***(c) in the event of the organiser's insolvency.***	G
Article 1, first paragraph, point (8), amending provision, numbered paragraph (4b)					
G	103e		**4b. The organiser shall refund the traveller without undue delay and, in any event, not later than 14 days after the suspension of the traveller's refund right ends in accordance with paragraph 4a points (a) and (b), without the need for any prior request by the traveller.**	***4b. The organiser shall refund the traveller without undue delay and, in any event, not later than 14 days after the suspension of the traveller's refund right ends in accordance with paragraph 4a points (a) and (b), without the need for any prior request by the traveller.***	G
Article 1, first paragraph, point (8), amending provision, numbered paragraph (5)					

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G 104	5. Vouchers shall have a validity period of a maximum of 12 months from the day a traveller accepts a voucher in accordance with paragraph 4. That period may be extended once for up to 12 months with the explicit and written agreement of both parties.	5. Vouchers shall have a validity period of a maximum of 12 months from the day a traveller accepts a voucher in accordance with paragraph 4. That period may be extended once for up to 12 months with the explicit and written agreement of both parties. ***Travellers shall have the right to request a refund after the end of the validity period.***	*deleted*	5. ~~*Vouchers shall have a validity period of a maximum of 12 months from the day a traveller accepts a voucher in accordance with paragraph 4. That period may be extended once for up to 12 months with the explicit and written agreement of both parties.*~~***deleted*** G
Article 1, first paragraph, point (8), amending provision, numbered paragraph (6)				
G 105	6. If the voucher is not redeemed within its validity period, the organiser shall refund the amount specified in the voucher as soon as possible and at the latest within 14 days after the end of the validity period without the need of any prior request by the traveller.	6. ***It shall be possible for vouchers to be used for all travel services proposed by the organiser. Travellers may use vouchers for one or more services offered by organisers and in parts on different occasions.*** If the voucher is not redeemed within its validity period, the organiser shall refund the amount ~~*specified in the voucher*~~***corresponding to the traveller's refund rights*** as soon as possible and at the latest within 14 days after the end of the validity period without the need of any prior request by the traveller.	*deleted*	6. ~~*If the voucher is not redeemed within its validity period, the organiser shall refund the amount specified in the voucher as soon as possible and at the latest within 14 days after the end of the validity period without the need of any prior request by the traveller.*~~***deleted*** G

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		If the voucher is partially redeemed, the organiser shall refund the remaining amount of the voucher as soon as possible and at the latest within 14 days after the partial redemption of the voucher, without the need of any prior request by the traveller.		
Article 1, first paragraph, point (8), amending provision, numbered paragraph (7)				
106	7. Vouchers shall be transferable to another traveller without any additional cost.	7. Vouchers shall be transferable to another traveller ***only once*** without any additional cost. ***The traveller shall inform the organiser in writing of the transfer of the voucher, and shall provide the organiser with the transferee's personal data necessary to redeem the voucher or to receive a refund at the end of its validity period. In order to improve traceability, the voucher shall be marked as transferred.***	7. Vouchers **may be transferred once. Organisers may not charge any fee for the transfer. The transfer** shall be ~~transferable to another~~**valid only if the** traveller ~~without any additional cost~~**who transfers the voucher informs the organiser of the transfer and provides the transferee's personal data on a durable medium, necessary to redeem the voucher or to receive a refund at the end of its validity period**. '	7. Vouchers ***may be transferred only once. Organisers may not charge any fee for the transfer. The transfer*** shall be ~~*transferable to another*~~***valid only if the*** traveller ~~*without any additional cost*~~***who transfers the voucher informs the organiser in writing of the transfer and provides the transferee's personal data on a durable medium, necessary to redeem the voucher or to receive a refund at the end of its validity period***. ***In order to improve traceability, the voucher shall be marked as transferred.***

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				Commission proposal skipped 'number 6', hence discrepancy in numbering.
Article 1, first paragraph, point (8), amending provision, numbered paragraph (8)				
107	8. Vouchers shall be covered by insolvency protection to be arranged by the organiser under Article 17 for the amount of the payments received from the traveller. ,	8. Vouchers shall be covered by insolvency protection to be arranged by the organiser under Article 17 for the amount of the payments received from the traveller. ,	*deleted*	8. ~~*Vouchers shall be covered by insolvency protection to be arranged by the organiser under Article 17 for the amount of the payments received from the traveller*~~ ***deleted*** , Commission proposal skipped 'number 6', hence discrepancy in numbering.
Article 1, first paragraph, point (9)				
108	(9) Article 17 is replaced with the following:	(9) Article 17 is replaced with the following:	(9) Article 17 is replaced with the following:	(9) Article 17 is replaced with the following:
Article 1, first paragraph, point (9), amending provision, first paragraph				

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		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement	
G	109	‘ Article 17	‘ Article 17	‘ Article 17	‘ Article 17	G
	Article 1, first paragraph, point (9), amending provision, second paragraph					
G	110	Effectiveness and scope of insolvency protection	Effectiveness and scope of insolvency protection	Effectiveness and scope of insolvency protection	Effectiveness and scope of insolvency protection	G
	Article 1, first paragraph, point (9), amending provision, numbered paragraph (1), first subparagraph					
Y	111	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 in the event of organisers’ insolvency. This shall include the protection of payments made where a package is not performed in full or in part as a consequence of the organiser’s insolvency or where a traveller was entitled to a refund or had received a voucher from the organiser before its insolvency. In relation to vouchers, the security shall be limited to the amount of payments received from the traveller. If the	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 in the event of organisers’ insolvency. This shall include the protection of payments made where a package is not performed in full or in part as a consequence of the organiser’s insolvency or where a traveller was entitled to a refund or had received a voucher from the organiser before its insolvency. In relation to vouchers, the security shall be limited to the ~~*amount of payments received from the*~~ traveller***’s***	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 in the event of organisers’ insolvency. This shall include the protection of payments made where a package is not performed in full or in part as a consequence of the organiser’s insolvency or where a traveller was entitled to a refund ~~or had received~~**. Where a traveller receives** a voucher ~~from the organiser before its insolvency. In relation to vouchers~~, the security shall be limited to the amount of ~~payments received from~~	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 in the event of organisers’ insolvency. This shall include the protection of payments made where a package is not performed in full or in part as a consequence of the organiser’s insolvency or where a traveller was entitled to a refund ~~*or had received*~~***. Where a traveller receives*** a voucher ~~*from the organiser before its insolvency. In relation to vouchers*~~, the security shall be limited to the ~~*amount of payments*~~	Y

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	return journey is included in the package travel contract, organisers shall also provide security for the traveller's repatriation. Continuation of the package may be offered.	***refund rights***. If the return journey is included in the package travel contract, organisers shall also provide security for the traveller's repatriation. Continuation of the package may be offered.	the traveller's **refund right**. If the return journey is included in the package travel contract, organisers shall also provide security for the traveller's repatriation. Continuation of the package may be offered.	~~*received from the*~~ traveller***'s refund right***. If the return journey is included in the package travel contract, organisers shall also provide security for the traveller's repatriation. Continuation of the package may be offered.
Article 1, first paragraph, point (9), amending provision, numbered paragraph (1), second subparagraph				
112	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.	———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.	———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.	———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.
Article 1, first paragraph, point (9), amending provision, numbered paragraph (1a)				
112a		***1a. Member States shall ensure that, where an organiser becomes insolvent, travellers are informed without undue delay and through appropriate communication channels at least about the following:***		***deleted***

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Article 1, first paragraph, point (9), amending provision, numbered paragraph (1b)				
112b		***(a) the fact of the organiser's insolvency;***		***deleted***
Article 1, first paragraph, point (9), amending provision, numbered paragraph (1c)				
112c		***(b) the name and contact details of the entity providing insolvency protection; and***		***deleted***
Article 1, first paragraph, point (9), amending provision, numbered paragraph (1d)				
112d		***(c) their rights in relation to packages that have already started or that can still be performed.***		***deleted***
Article 1, first paragraph, point (9), amending provision, numbered paragraph (2)				
113	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 the receipt of	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 the receipt of	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 the receipt of	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 the receipt of

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	any payments and the completion of the packages, as well as the estimated cost for repatriations in the event of the organiser's insolvency. The security shall be sufficient to cover costs for refunds and, where applicable, repatriations and vouchers, at all times. The coverage shall take into account periods where organisers hold the highest amounts of payments and any changes in the volume of sales of packages.	any payments and the completion of the packages, as well as the estimated cost for repatriations in the event of the organiser's insolvency. The security shall be sufficient to cover costs for refunds and, where applicable, repatriations and vouchers, at all times. The coverage shall take into account periods where organisers hold the highest amounts of payments ~~*and any changes in the volume of sales of packages*~~.	any payments and the completion of the packages, as well as the estimated cost for repatriations in the event of the organiser's insolvency. The security shall be sufficient to cover costs for refunds and, where applicable, repatriations ~~and vouchers,~~ at all times. The ~~coverage~~**security** shall take into account ~~periods where~~**that an insolvency may occur at a time when** organisers hold the highest amounts of payments ~~and~~**as well as** any changes in the volume of sales of packages.	any payments and the completion of the packages, as well as the estimated cost for repatriations in the event of the organiser's insolvency. The security shall be sufficient to cover costs for refunds and, where applicable, repatriations ~~*and vouchers,*~~ at all times. The ~~*coverage*~~***security*** shall take into account ~~*periods where*~~***that an insolvency may occur at a time when*** organisers hold the highest amounts of payments ~~*and*~~***as well as*** any changes in the volume of sales of packages.
Article 1, first paragraph, point (9), amending provision, numbered paragraph (3)				
G 114	3. To ensure the effectiveness of insolvency protection, Member States shall supervise the insolvency protection arrangements of organisers established on their territory, monitor the market for the provision of insolvency protection, and may, if necessary, require a second level of protection. Any co-financing by Member States is possible only in	3. To ensure the effectiveness of insolvency protection, Member States shall supervise the insolvency protection arrangements of organisers established on their territory~~,~~ ***and*** monitor the market for the provision of insolvency ~~*protection, and may, if necessary, require a second level of*~~ protection. Any co-financing by Member States is possible only in	3. To ensure the effectiveness of insolvency protection, Member States shall supervise the insolvency protection arrangements of organisers established on their territory~~,~~ **and** monitor the ~~market for the provision~~**availability** of insolvency protection~~, and may, if necessary, require a second level of protection. Any co-financing by Member States is possible only in~~	3. To ensure the effectiveness of insolvency protection, Member States shall supervise the insolvency protection arrangements of organisers established on their territory, ***and*** monitor the ~~*market for the provision*~~***availability*** of insolvency protection~~*, and may, if necessary, require a second level of protection*~~ ***solutions***. ~~*Any co-financing by Member States is*~~ G

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions.	exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions.	~~exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions.~~ **solutions.**	~~*possible only in exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions.*~~
Article 1, first paragraph, point (9), amending provision, numbered paragraph (4)				
G	115	4. 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. 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. 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.
Article 1, first paragraph, point (9), amending provision, numbered paragraph (5)				
G	116	5. 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. 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. 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.
Article 1, first paragraph, point (9), amending provision, numbered paragraph (6)				

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R 117	6. Refunds of payments affected by the organiser's insolvency shall be provided without undue delay after the traveller's request and at the latest within three months after the traveller has submitted the documents necessary to examine the request.	6. Refunds of payments affected by the organiser's insolvency shall be provided without undue delay after the traveller's request and at the latest within ~~three~~***six*** months after the traveller has submitted the documents necessary to examine the request. ***When requesting a refund, travellers shall provide the package travel contract as well as proof of payment made to the organiser or, where applicable, retailers. Such documentation shall be sufficient for the traveller to request a refund.***	6. Refunds of **travellers'** payments affected by the organiser's insolvency shall be provided without undue delay ~~after the traveller's request~~ and at the latest within ~~three~~**9** months after the traveller has submitted ~~the~~**all relevant** documents necessary to examine the request. **Member States may provide for a shorter deadline for providers of insolvency protection to pay the refunds.**	R
Article 1, first paragraph, point (9), amending provision, numbered paragraph (6a)				
G 117a			**6a. Member States shall ensure that, in case of an organiser's insolvency, travellers are informed without undue delay and through appropriate communication channels at least about:**	***6a. Member States shall ensure that, in case of an organiser's insolvency, travellers are informed without undue delay and through appropriate communication channels at least about:*** G
Article 1, first paragraph, point (9), amending provision, numbered paragraph (6a), point (a)				

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
117b			**(a) the fact of the organiser's insolvency;**	***(a) the fact of the organiser's insolvency;***
Article 1, first paragraph, point (9), amending provision, numbered paragraph (6a), point (b)				
117c			**(b) the name and contact details of the entity providing insolvency protection;**	***(b) the name and contact details of the entity providing insolvency protection;***
Article 1, first paragraph, point (9), amending provision, numbered paragraph (6a), point (c)				
117d			**(c) their rights in relation to packages that have already started or that can still be performed.**	***(c) their rights in relation to packages that have already started or that can still be performed.***
Article 1, first paragraph, point (9), amending provision, numbered paragraph (7)				
118	7. Where this is justified in light of payments received by retailers, Member States may require retailers to take out insolvency protection in addition to organisers irrespective of the second subparagraph of Article 13(1).. ,	7. Where this is justified in light of payments received by retailers, Member States may require retailers to take out insolvency protection in addition to organisers irrespective of the second subparagraph of Article 13(1).. ,	7. Where this is justified in light of payments received by retailers, Member States may require retailers to take out insolvency protection in addition to organisers irrespective of the second subparagraph of Article 13(1).. ,	7. Where this is justified in light of payments received by retailers, Member States may require retailers to take out insolvency protection in addition to organisers irrespective of the second subparagraph of Article 13(1).. ,

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Article 1, first paragraph, point (10)				
119	(10) in Article 18, paragraph 2, is replaced by the following:	(10) in Article 18, paragraph 2, is replaced by the following:	(10) ~~in~~ Article 18~~, paragraph 2, is replaced by the following~~ **is amended as follows**:	
Article 1, first paragraph, point (10)(a)				
119a			**(a) paragraph 2 is replaced by the following:**	
Article 1, first paragraph, point (10), amending provision, numbered paragraph (2)				
120	‘ 2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers operating in different Member States and to exchange information in relation to insolvency protection and any mechanisms put in place to ensure the effectiveness of refunds for terminated package travel contracts. Member States shall notify the contact details of those	‘ 2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers operating in different Member States and to exchange information in relation to insolvency protection and any mechanisms put in place to ensure the effectiveness of refunds for terminated package travel contracts. Member States shall notify the contact details of those contact points to all other Member	‘ 2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers operating in different Member States and to exchange information in relation to insolvency protection and any mechanisms put in place to ensure the effectiveness of refunds for terminated package travel contracts. Member States shall notify the contact details of those	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	contact points to all other Member States and the Commission. ,	States and the Commission. ***Each Member State shall create an inventory listing all traders that sell packages in their territory and the respective identity of the entity in charge of the insolvency protection. Those inventories shall be public and accessible and shall facilitate the cooperation between contact points designated by the Member States. The Commission shall centralise and maintain up-to-date information related to insolvency protection, including a list of all the inventories and make it publicly available on its website.*** ,	contact points to all other Member States and the Commission. ,	
Article 1, first paragraph, point (10)(b)				
120a			**(b) paragraph 3 is replaced by the following:**	
Article 1, first paragraph, point (10)(b), amending provision, numbered paragraph (3)				

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120b			‘ **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. Each Member State shall create or make an existing online inventory listing organisers publicly accessible which are in compliance with their insolvency protection obligations. The contact points shall grant each other access to the inventory.** ’	
Article 1, first paragraph, point (11)				
121	(11) Article 19 is replaced by the following:	(11) ~~*Article 19 is replaced by the following:*~~***Chapter VI is deleted.***	(11) Article 19 is ~~replaced by the following:~~**deleted**	

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Article 1, first paragraph, point (11), amending provision, first paragraph				
G 122	‘ Article 19	*deleted*	*deleted*	G
Article 1, first paragraph, point (11), amending provision, second paragraph				
G *123*	Insolvency protection and information requirements for linked travel arrangements	*deleted*	*deleted*	G
Article 1, first paragraph, point (11), amending provision, numbered paragraph (1)				
G *124*	*1.* For linked travel arrangements, as defined in Article 3(5), Member States shall ensure that traders which invite travellers to conclude a contract on a different type of travel service shall provide security for the refund of all payments they receive from travellers. If such traders are responsible for the traveller’s return journey, the	*deleted*	*deleted*	G

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	security shall also cover the traveller's repatriation. The second subparagraph of Article 17(1), Article 17(2) to (6) and Article 18 shall apply mutatis mutandis.			
Article 1, first paragraph, point (11), amending provision, numbered paragraph (2)				
G *125*	*2.* When inviting the traveller to conclude a contract on a different type of travel service, the trader, including where it is not established in a Member State but, by any means, directs such activities to a Member State, shall provide the traveller with the relevant standard information form set out in Annex II, completed as appropriate. The form shall be provided in a clear and prominent manner.	*deleted*	*deleted*	G
Article 1, first paragraph, point (11), amending provision, numbered paragraph (3)				
G *126*	*3.* Where traders do not comply 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	*deleted*	*deleted*	G

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	to the travel services included in the linked travel arrangement.			
Article 1, first paragraph, point (11), amending provision, numbered paragraph (4)				
127	*4.* Where a linked travel arrangement is formed, the trader which concludes a contract on a different type of travel service shall inform the trader which invited the traveller to conclude such contract on this fact. ,	*deleted*	*deleted*	
Article 1, first paragraph, point (11a)				
127a		***(11a) in Article 21, the first paragraph is replaced by the following:***		
Article 1, first paragraph, point (11b)				
127b		***"Member States shall ensure that a trader is liable for any errors due to technical defects in the booking system***		

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		which are attributable to him and, where the trader has agreed to arrange the booking of a package, for the errors made during the booking process."		
Article 1, first paragraph, point (12)				
128	(12) Article 22 is replaced by the following:	(12) Article 22 is replaced by the following:	(12) Article 22 is replaced by the following:	
Article 1, first paragraph, point (12), amending provision, first paragraph				
129	‘ Article 22	‘ Article 22	‘ Article 22	
Article 1, first paragraph, point (12), amending provision, second paragraph				
130	Right of redress and refund rights of organisers	Right of redress and refund rights of organisers	Right of redress and refund rights of organisers	
Article 1, first paragraph, point (12), amending provision, numbered paragraph (1)				
131	(1) In cases where an organiser or, in accordance with the second subparagraph of Article 13(1) or Article 20, a retailer pays	(1) In cases where an organiser or, in accordance with the second subparagraph of Article 13(1) or Article 20, a retailer pays	(1) In cases where an organiser or, in accordance with the second subparagraph of Article 13(1) or Article 20, a retailer pays	

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	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.	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.	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 1, first paragraph, point (12), amending provision, numbered paragraph (2)				
G 132	(2) Member States shall ensure that, when a service provider cancels a service that is part of a package or fails to provide it, that service provider shall refund to the organiser any payments made by the organiser for the service within 7 days. The 7-day period shall start on the day following the cancellation of the service or the day when the service was due to be performed, whichever is the earlier date. ,	(2) Member States shall ensure that, when a service provider cancels a service that is part of a package or fails to provide it, that service provider shall refund to the organiser any payments made by the organiser for the service within 7 days. The 7-day period shall start on the day following the cancellation of the service or the day when the service was due to be performed, whichever is the earlier date. ,	(2) Member States shall ensure that, when a service provider cancels a service that is part of a package or fails to provide it, that service provider shall refund to the organiser any payments made by the organiser for the service within 7 days. The 7-day period shall start on the day following the cancellation of the service or the day when the service was due to be performed, whichever is the earlier date. ,	G

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Article 1, first paragraph, point (12a)				
G 132a		***(12a) Article 23(1) is replaced by the following:***	**(12a) In Article 23 paragraph 1 is replaced by the following:**	G
Article 1, first paragraph, point (12a), amending provision, numbered paragraph (1)				
G 132b		‘ ***1. A declaration by an organiser of a package that he is acting exclusively as a travel service provider, as an intermediary or in any other capacity, or that a package does not constitute a package, shall not absolve that organiser from the obligations imposed on it under this Directive.*** ’	‘ **1. A declaration by an organiser of a package that he is acting exclusively as a travel service provider, as an intermediary or in any other capacity, or that a package does not constitute a package, shall not absolve that organiser from the obligations imposed on them under this Directive.** ’	G
Article 1, first paragraph, point (12b)				

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R	132c		***(12b) in Article 24, the following paragraphs are added:***			R
	Article 1, first paragraph, point (12c)					
R	132d		***1a. Without prejudice to Articles 7(2), 13, 15 and 16, each organiser and retailer shall set up a complaint-handling mechanism for the rights and obligations covered by this Directive. They shall make their contact details and working language, or languages, known to travellers and available to consumers at the same time of the documents to be supplied before the start of the package in accordance with Article 7(1), point (g).***			R
	Article 1, first paragraph, point (12d)					
R	132e		***1b. When a traveller submits a complaint using the mechanism referred to in paragraph 1a, the organiser or retailer shall confirm the receipt with a copy of the exchanges,***			R

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		within seven working days of submission of the complaint. The organiser or the retailer shall give a reasoned reply to the traveller within 30 working days. Organisers and retailers shall keep the data necessary to assess the complaint for the duration of the entire complaint-handling procedure and shall make that data available to national enforcement bodies upon request.		
Article 1, first paragraph, point (12e)				
R 132f		***1c. Details of the complaint-handling procedure shall be made available on the website of the organisers and retailers offering services covered by this Directive.***		R
Article 1, first paragraph, point (12f)				
R 132g		***1d. The submission of complaints by travellers using the mechanism referred to in paragraph 1a shall be without prejudice to their rights to submit disputes for out-of-court***		R

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		resolution in accordance with Article 26a, or to seek redress through court proceedings, subject to periods of limitation in accordance with national law.		
Article 1, first paragraph, point (12g)				
R 132h		***(12c) Article 25 is replaced by the following:***		R
Article 1, first paragraph, point (12h)				
R 132i		***'Article 25***		R
Article 1, first paragraph, point (12i)				
R 132j		***Penalties***		R
Article 1, first paragraph, point (12j)				
R 132k		***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***		R

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		implemented. The penalties provided for shall be effective, proportionate and dissuasive. The maximum amount of the fines shall be at least 4% of the trader's annual turnover in the Member State or Member States concerned. Member States shall notify the Commission of those rules and measures and shall notify it without delay of any subsequent amendment affecting them.'		
Article 1, first paragraph, point (12k)				
132l		***(12d) the following Article is inserted:***		
Article 1, first paragraph, point (12l)				
132m		***'Article 26a***		
Article 1, first paragraph, point (12m)				
132n		***Alternative dispute resolution mechanism***		

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Article 1, first paragraph, point (12n)					
R 132o		***Organisers, retailers, intermediaries and other actors falling within the scope of this Directive may participate in alternative dispute resolution procedures.'***			R
Article 1, first paragraph, point (13)					
Y 133	(13) Annex I is replaced by the text in Annex I to this Directive.	(13) Annex I is replaced by the text in Annex I to this Directive.	(13) Annex I is replaced by the text in **the** Annex ~~I~~ to this Directive.		Y
Article 1, first paragraph, point (14)					
G 134	(14) Annex II is replaced by the text in Annex II to this Directive.	(14) Annex II is ~~*replaced by the text in Annex II to this Directive*~~***deleted***.	(14) Annex II is ~~replaced by the text in Annex II to this Directive~~ **deleted**.		G
Article 2					
G 135	Article 2 Reporting by the Commission and review	Article 2 Reporting by the Commission and review	Article 2 Reporting by the Commission and review		G

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement	
Article 2, first paragraph					
G	136	By [5 years after the entry into force of this Directive], the Commission shall submit to the European Parliament and to the Council a report on the application of this Directive. This report will also take into account the impact on micro, small and medium-sized organisers.	By [5 years after the entry into force of this Directive], the Commission shall submit to the European Parliament and to the Council a report on the application of this Directive. This report will also take into account the impact on micro, small and medium-sized organisers.	By [5 years after the entry into force of this Directive], the Commission shall submit to the European Parliament and to the Council a report on the application of this Directive. This report will also take into account the impact on micro, small and medium-sized organisers.		G
Article 2, second paragraph					
G	137	The report shall be accompanied, where necessary, by legislative proposals.	The report shall be accompanied, where necessary, by legislative proposals.	The report shall be accompanied, where necessary, by legislative proposals.		G
Article 3					
G	138	Article 3 Transposition	Article 3 Transposition	Article 3 Transposition		G
Article 3(1), first subparagraph					
R	139	1. Member States shall adopt and publish, by [18 months after	1. Member States shall adopt and publish, by [~~18~~**24** months after	1. Member States shall adopt and publish, by [~~18~~ **30** months		R

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	the entry into force of the Directive] at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those provisions.	the entry into force of the Directive] at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those provisions.	after the entry into force of the Directive] at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those provisions.	
Article 3(1), second subparagraph				
G 140	They shall apply those provisions from [6 months after the transposition deadline].	They shall apply those provisions from [6 months after the transposition deadline].	They shall apply those provisions from [6 months after the transposition deadline].	G
Article 3(1), third subparagraph				
G 141	When Member States adopt those provisions, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall determine how such reference is to be made.	When Member States adopt those provisions, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall determine how such reference is to be made.	When Member States adopt those provisions, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall determine how such reference is to be made.	G
Article 3(2)				

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		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement	
G	142	2. 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.	2. 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.	2. 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.		G
Article 4						
G	143	Article 4 Entry into force	Article 4 Entry into force	Article 4 Entry into force		G
Article 4, first paragraph						
G	144	This Directive shall enter into force on the twentieth day following that of its publication in the Official Journal of the European Union.	This Directive shall enter into force on the twentieth day following that of its publication in the Official Journal of the European Union.	This Directive shall enter into force on the twentieth day following that of its publication in the Official Journal of the European Union.		G
Article 5						
G	145	Article 5 Addressees	Article 5 Addressees	Article 5 Addressees		G
Article 5, first paragraph						

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		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement	
G	146	This Directive is addressed to the Member States.	This Directive is addressed to the Member States.	This Directive is addressed to the Member States.		G
	Formula					
G	147	Done at Brussels,	Done at Brussels,	Done at Brussels,		G
	Formula					
G	148	For the European Parliament	For the European Parliament	For the European Parliament		G
	Formula					
G	149	The President	The President	The President		G
	Formula					
G	150	For the Council	For the Council	For the Council		G
	Formula					
G	151	The President	The President	The President		G
	Annex I					

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
152	Annex I	Annex I	Annex I	
Annex I, Part I				
153	Part I Part A	Part I Part A	Part I Part A	
Annex I, first paragraph				
154	Standard information form for package travel contracts where the use of hyperlinks is possible	Standard information form for package travel contracts where the use of hyperlinks is possible	Standard information form for package travel contracts where the use of hyperlinks is possible	
Annex I, Table 1				
155	Table 1	Table 1	Table 1	
Annex I, second paragraph				
156	Following the hyperlink, the traveller will receive the following information:	Following the hyperlink, the traveller will receive the following information:	Following the hyperlink, the traveller will receive the following information:	
Annex I, third paragraph				
157	Key rights under Directive (EU) 2015/2302	Key rights under Directive (EU) 2015/2302	Key rights under Directive (EU) 2015/2302	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Annex I, fourth paragraph				
158	Information	Information	Information	
Annex I, fifth paragraph				
159	- Travellers will receive all essential information about the package before concluding the package travel contract.	- Travellers will receive all essential information about the package before concluding the package travel contract.	- Travellers will receive all essential information about the package before concluding the package travel contract.	
Annex I, sixth paragraph				
160	- This includes information on the price and on the payments due at the time of booking. Travellers may, in principle, not be asked to pay more than 25% of the total price at the time of booking (downpayments) and the remaining payments may not be requested earlier than 28 days before departure. However, organisers may ask for downpayments higher than 25% where this is necessary to ensure the organisation and performance of the package.	- This includes information on the price and on the payments due at the time of booking. Travellers may, in principle, not be asked to pay more than 25% of the total price at the time of booking (downpayments) and the remaining payments may not be requested earlier than 28 days before departure. However, organisers may ask for downpayments higher than 25% where this is necessary to ensure the organisation and performance of the package.	- This includes information on the price and on the payments due at the time of booking. ~~Travellers may, in principle, not be asked to pay more than 25% of the total price at the time of booking (downpayments) and the remaining payments may not be requested earlier than 28 days before departure. However, organisers may ask for downpayments higher than 25% where this is necessary to ensure the organisation and performance of the package.~~	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Annex I, seventh paragraph				
161	- After concluding a package travel contract travellers will receive the contract on a durable medium (for example, on paper or per e-mail).	- After concluding a package travel contract travellers will receive the contract on a durable medium (for example, on paper or per e-mail).	- After concluding a package travel contract travellers will receive the contract on a durable medium (for example, on paper or per e-mail).	
Annex I, eighth paragraph				
162	Liable trader and contact points	Liable trader and contact points	Liable trader and contact points	
Annex I, ninth paragraph				
163	- There is always at least one trader who is liable for the proper performance of all travel services included in a package. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser's contact details.	- There is always at least one trader who is liable for the proper performance of all travel services included in a package. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser's contact details.	- There is always at least one trader who is liable for the proper performance of all travel services included in a package. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser's contact details.	
Annex I, tenth paragraph				
164	- Where a package is sold via a retailer, travellers can always	- Where a package is sold via a retailer, travellers can always	- Where a package is sold via a retailer, travellers can always	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	also contact the retailer if there are any problems or to pass messages to the organiser. The retailer's contact details are also provided in the contract. Depending on the applicable national law, retailers may also be liable for the performance of the package.	also contact the retailer if there are any problems or to pass messages to the organiser. The retailer's contact details are also provided in the contract. Depending on the applicable national law, retailers may also be liable for the performance of the package.	also contact the retailer if there are any problems or to pass messages to the organiser. The retailer's contact details are also provided in the contract. Depending on the applicable national law, retailers may also be liable for the performance of the package.	
Annex I, eleventh paragraph				
165	- Travellers will be given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the retailer (travel agent) while they are on their trip or holiday.	- Travellers will be given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the retailer (travel agent) while they are on their trip or holiday.	- Travellers will be given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the retailer (travel agent) while they are on their trip or holiday.	
Annex I, twelfth paragraph				
166	Transfer of the contract	Transfer of the contract	Transfer of the contract	
Annex I, thirteenth paragraph				
167	- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable	- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable	- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	notice to the organiser or, where applicable, to the retailer.	notice to the organiser or, where applicable, to the retailer.	notice to the organiser or, where applicable, to the retailer.	
Annex I, fourteenth paragraph				
168	Price increases	Price increases	Price increases	
Annex I, fifteenth paragraph				
169	- 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 at the latest 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, travellers may terminate the contract and will, in that case, get their money back. If, in the contract, the organiser reserves the right to a price increase, travellers have a right to a price reduction if there is a decrease in the relevant 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 at the latest 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, travellers may terminate the contract and will, in that case, get their money back. If, in the contract, the organiser reserves the right to a price increase, travellers have a right to a price reduction if there is a decrease in the relevant 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 at the latest 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, travellers may terminate the contract and will, in that case, get their money back. If, in the contract, the organiser reserves the right to a price increase, travellers have a right to a price reduction if there is a decrease in the relevant costs.	
Annex I, sixteenth paragraph				

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
170	Termination of the contract before the start of a package	Termination of the contract before the start of a package	Termination of the contract before the start of a package	
Annex I, seventeenth paragraph				
171	- 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 are changed significantly or if there is a price increase exceeding 8% of the price of the package.	- 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 are changed significantly or if there is a price increase exceeding 8% of the price of the package.	- 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 are changed significantly or if there is a price increase exceeding 8% of the price of the package.	
Annex I, eighteenth paragraph				
172	- 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.	- 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.	- 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.	
Annex I, nineteenth paragraph				
173	- Travellers may terminate the contract without paying any	- Travellers may terminate the contract without paying any	- Travellers may terminate the contract without paying any	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	termination fee before the start of the package if unavoidable and extraordinary circumstances significantly affect the trip or holiday. Examples of extraordinary circumstances include natural disasters, serious security problems or public health risks which can reasonably be expected to affect the package.	termination fee before the start of the package if unavoidable and extraordinary circumstances significantly affect the trip or holiday. Examples of extraordinary circumstances include natural disasters, serious security problems or public health risks which can reasonably be expected to affect the package.	termination fee before the start of the package if unavoidable and extraordinary circumstances significantly affect the trip or holiday. Examples of extraordinary circumstances include natural disasters, serious security problems or public health risks which can reasonably be expected to affect the package.	
Annex I, twentieth paragraph				
174	- Additionally, travellers may, at any time before the start of the package, terminate the contract, including on personal grounds, in return for an appropriate and justifiable termination fee. Travellers must be informed on applicable termination fees before concluding the contract and in the contract.	- Additionally, travellers may, at any time before the start of the package, terminate the contract, including on personal grounds, in return for an appropriate and justifiable termination fee. Travellers must be informed on applicable termination fees before concluding the contract and in the contract.	- Additionally, travellers may, at any time before the start of the package, terminate the contract, including on personal grounds, in return for an appropriate and justifiable termination fee. Travellers must be informed on applicable termination fees before concluding the contract and in the contract.	
Annex I, twenty-first paragraph				
175	Refunds	Refunds	Refunds	
Annex I, twenty-second paragraph				

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
176	- In all cases where the organiser or the traveller cancels the package, travellers must receive a refund of their payments within 14 days (where appropriate, taking termination fees into account). The organiser of the package is responsible for the refund. Where a retailer is involved and where this is required by the applicable national law, also the retailer is responsible for refunds.	- In all cases where the organiser or the traveller cancels the package, travellers must receive a refund of their payments within 14 days (where appropriate, taking termination fees into account). The organiser of the package is responsible for the refund. Where a retailer is involved and where this is required by the applicable national law, also the retailer is responsible for refunds.	- In all cases where the organiser or the traveller cancels the package, travellers must receive a refund of their payments within 14 days (where appropriate, taking termination fees into account). The organiser of the package is responsible for the refund. Where a retailer is involved and where this is required by the applicable national law, also the retailer is responsible for refunds.	
Annex I, twenty-third paragraph				
177	- Where the organiser offers a voucher to be used for a future trip instead of a refund within 14 days, travellers will receive information on their rights in relation to the voucher and may choose to accept it or not.	- Where the organiser offers a voucher to be used for a future trip instead of a refund within 14 days, travellers will receive information on their rights in relation to the voucher and may choose to accept it or not.	- Where the organiser offers a voucher to be used for ~~a future trip~~ **any travel service offered by the organiser** instead of a refund within 14 days, travellers will receive information on their rights in relation to the voucher and may choose to accept it or not.	
Annex I, twenty-fourth paragraph				
178	Problems during the trip or holiday	Problems during the trip or holiday	Problems during the trip or holiday	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Annex I, twenty-fifth paragraph				
179	- The organiser is obliged to remedy problems occurring during the performance of the package. Travellers must inform the organiser of problems they encounter.	- The organiser is obliged to remedy problems occurring during the performance of the package. Travellers must inform the organiser of problems they encounter.	- The organiser is obliged to remedy problems occurring during the performance of the package. Travellers must inform the organiser of problems they encounter.	
Annex I, twenty-sixth paragraph				
180	- If significant elements of the package cannot be provided as agreed, the organiser must offer suitable alternative arrangements at no extra cost. Travellers may terminate the contract without paying any fee, where services are not performed in accordance with the contract, where this substantially affects the performance of the package, and the organiser fails to remedy the problem.	- If significant elements of the package cannot be provided as agreed, the organiser must offer suitable alternative arrangements at no extra cost. Travellers may terminate the contract without paying any fee, where services are not performed in accordance with the contract, where this substantially affects the performance of the package, and the organiser fails to remedy the problem.	- If significant elements of the package cannot be provided as agreed, the organiser must offer suitable alternative arrangements at no extra cost. Travellers may terminate the contract without paying any fee, where services are not performed in accordance with the contract, where this substantially affects the performance of the package, and the organiser fails to remedy the problem.	
Annex I, twenty-seventh paragraph				
181	- Travellers are also entitled to a price reduction and/or	- Travellers are also entitled to a price reduction and/or	- Travellers are also entitled to a price reduction and/or	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	compensation for damages where the travel services are not performed or are improperly performed under the conditions set out in Directive (EU) 2015/2302.	compensation for damages where the travel services are not performed or are improperly performed under the conditions set out in Directive (EU) 2015/2302.	compensation for damages where the travel services are not performed or are improperly performed under the conditions set out in Directive (EU) 2015/2302.	
Annex I, twenty-eighth paragraph				
182	- The organiser has to provide assistance if the traveller is in difficulty, for instance through providing information on health services, local authorities and consular assistance and offering the possibility to make distance communications.	- The organiser has to provide assistance if the traveller is in difficulty, for instance through providing information on health services, local authorities and consular assistance and offering the possibility to make distance communications.	- The organiser has to provide assistance if the traveller is in difficulty, for instance through providing information on health services, local authorities and consular assistance and offering the possibility to make distance communications.	
Annex I, twenty-ninth paragraph				
183	Insolvency protection	Insolvency protection	Insolvency protection	
Annex I, thirtieth paragraph				
184	- If the organiser becomes insolvent, travellers' payments will be refunded. In some Member States there is also insolvency protection for payments to retailers. If the organiser or, where	- If the organiser becomes insolvent, travellers' payments will be refunded. In some Member States there is also insolvency protection for payments to retailers. If the organiser or, where	- If the organiser becomes insolvent, travellers' payments will be refunded. In some Member States there is also insolvency protection for payments to retailers. If the organiser or, where	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	applicable, the retailer becomes insolvent after the start of the package and if the return journey is included in the package, repatriation of travellers is secured. XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, for example a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.	applicable, the retailer becomes insolvent after the start of the package and if the return journey is included in the package, repatriation of travellers is secured. XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, for example a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.	applicable, the retailer becomes insolvent after the start of the package and if the return journey is included in the package, repatriation of travellers is secured. XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, for example a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.	
Annex I, -b paragraph a				
184a			**Directive (EU) 2015/2302 as transposed into national law (hyperlink)**	
Annex I, Part II				
185	Part II Part B	Part II Part B	Part II Part B	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Annex I, thirty-first paragraph				
186	Standard information form for package travel contracts in situations other than those covered by Part A	Standard information form for package travel contracts in situations other than those covered by Part A	Standard information form for package travel contracts in situations other than those covered by Part A	
Annex I, Table 2				
187	Table 2	Table 2	Table 2	
Annex I, thirty-second paragraph				
188	Key rights under Directive (EU) 2015/2302	Key rights under Directive (EU) 2015/2302	Key rights under Directive (EU) 2015/2302	
Annex I, thirty-third paragraph				
189	Information	Information	Information	
Annex I, thirty-fourth paragraph				
190	- Travellers will receive all essential information about the package before concluding the package travel contract.	- Travellers will receive all essential information about the package before concluding the package travel contract.	- Travellers will receive all essential information about the package before concluding the package travel contract.	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Annex I, thirty-fifth paragraph				
191	- This includes information on the price and on the payments due at the time of booking. Travellers may, in principle, not be asked to pay more than 25% of the total price at the time of booking (downpayments) and the remaining payments may not be requested earlier than 28 days before departure. However, organisers may ask for downpayments higher than 25% where this is necessary to ensure the organisation and performance of the package.	- This includes information on the price and on the payments due at the time of booking. Travellers may, in principle, not be asked to pay more than 25% of the total price at the time of booking (downpayments) and the remaining payments may not be requested earlier than 28 days before departure. However, organisers may ask for downpayments higher than 25% where this is necessary to ensure the organisation and performance of the package.	- This includes information on the price and on the payments due at the time of booking. ~~Travellers may, in principle, not be asked to pay more than 25% of the total price at the time of booking (downpayments) and the remaining payments may not be requested earlier than 28 days before departure. However, organisers may ask for downpayments higher than 25% where this is necessary to ensure the organisation and performance of the package.~~	
Annex I, thirty-sixth paragraph				
192	- After concluding a package travel contract travellers will receive the contract on a durable medium (for example, on paper or per e-mail).	- After concluding a package travel contract travellers will receive the contract on a durable medium (for example, on paper or per e-mail).	- After concluding a package travel contract travellers will receive the contract on a durable medium (for example, on paper or per e-mail).	
Annex I, thirty-seventh paragraph				
193	Liable trader and contact points	Liable trader and contact points	Liable trader and contact points	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Annex I, thirty-eighth paragraph				
194	- There is always at least one trader who is liable for the proper performance of all travel services included in the contract. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser' contact details.	- There is always at least one trader who is liable for the proper performance of all travel services included in the contract. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser' contact details.	- There is always at least one trader who is liable for the proper performance of all travel services included in the contract. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser' contact details.	
Annex I, thirty-ninth paragraph				
195	- Where a package is sold via a retailer, travellers can always also contact the retailer if there are any problems or to pass messages to the organiser. The retailer's contact details are also provided in the contract. Depending on the applicable national law, retailers may also be liable for the performance of the package.	- Where a package is sold via a retailer, travellers can always also contact the retailer if there are any problems or to pass messages to the organiser. The retailer's contact details are also provided in the contract. Depending on the applicable national law, retailers may also be liable for the performance of the package.	- Where a package is sold via a retailer, travellers can always also contact the retailer if there are any problems or to pass messages to the organiser. The retailer's contact details are also provided in the contract. Depending on the applicable national law, retailers may also be liable for the performance of the package.	
Annex I, fortieth paragraph				
196	- Travellers will be given an emergency telephone number or	- Travellers will be given an emergency telephone number or	- Travellers will be given an emergency telephone number or	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	details of a contact point where they can get in touch with the organiser or the retailer (travel agent) while they are on their trip or holiday.	details of a contact point where they can get in touch with the organiser or the retailer (travel agent) while they are on their trip or holiday.	details of a contact point where they can get in touch with the organiser or the retailer (travel agent) while they are on their trip or holiday.	
Annex I, forty-first paragraph				
197	Transfer of the contract	Transfer of the contract	Transfer of the contract	
Annex I, forty-second paragraph				
198	- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable notice to the organiser or, where applicable, to the retailer.	- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable notice to the organiser or, where applicable, to the retailer.	- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable notice to the organiser or, where applicable, to the retailer.	
Annex I, forty-third paragraph				
199	Price increases	Price increases	Price increases	
Annex I, forty-fourth paragraph				
200	- The price of the package may only be increased if specific costs rise (for instance, fuel	- The price of the package may only be increased if specific costs rise (for instance, fuel	- The price of the package may only be increased if specific costs rise (for instance, fuel	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	prices), and if expressly provided for in the contract, and at the latest 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, travellers may terminate the contract. If the organiser reserves the right to a price increase, travellers have a right to a price reduction if there is a decrease in the relevant costs.	prices), and if expressly provided for in the contract, and at the latest 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, travellers may terminate the contract. If the organiser reserves the right to a price increase, travellers have a right to a price reduction if there is a decrease in the relevant costs.	prices), and if expressly provided for in the contract, and at the latest 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, travellers may terminate the contract. If the organiser reserves the right to a price increase, travellers have a right to a price reduction if there is a decrease in the relevant costs.	
Annex I, forty-fifth paragraph				
201	Termination of the contract before the start of a package	Termination of the contract before the start of a package	Termination of the contract before the start of a package	
Annex I, forty-sixth paragraph				
202	- 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 are changed significantly or if there is a price increase exceeding 8% of the price of the package.	- 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 are changed significantly or if there is a price increase exceeding 8% of the price of the package.	- 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 are changed significantly or if there is a price increase exceeding 8% of the price of the package.	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Annex I, forty-seventh paragraph				
203	- 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.	- 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.	- 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.	
Annex I, forty-eighth paragraph				
204	- Travellers may terminate the contract without paying any termination fee before the start of the package if unavoidable and extraordinary circumstances significantly affect the trip or holiday. Examples of extraordinary circumstances include natural disasters, serious security problems or public health risks which can reasonably be expected to affect the package.	- Travellers may terminate the contract without paying any termination fee before the start of the package if unavoidable and extraordinary circumstances significantly affect the trip or holiday. Examples of extraordinary circumstances include natural disasters, serious security problems or public health risks which can reasonably be expected to affect the package.	- Travellers may terminate the contract without paying any termination fee before the start of the package if unavoidable and extraordinary circumstances significantly affect the trip or holiday. Examples of extraordinary circumstances include natural disasters, serious security problems or public health risks which can reasonably be expected to affect the package.	
Annex I, forty-ninth paragraph				
205	- Additionally, travellers may, at any time before the start of the package, terminate the	- Additionally, travellers may, at any time before the start of the package, terminate the	- Additionally, travellers may, at any time before the start of the package, terminate the	

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	contract, including on personal grounds, in return for an appropriate and justifiable termination fee. Travellers must be informed on applicable termination fees before concluding the contract and in the contract.	contract, including on personal grounds, in return for an appropriate and justifiable termination fee. Travellers must be informed on applicable termination fees before concluding the contract and in the contract.	contract, including on personal grounds, in return for an appropriate and justifiable termination fee. Travellers must be informed on applicable termination fees before concluding the contract and in the contract.	
Annex I, fiftieth paragraph				
206	Refunds	Refunds	Refunds	
Annex I, fifty-first paragraph				
207	- In all cases where the organiser or the traveller cancels the package, travellers must receive a refund of their payments within 14 days (where appropriate, taking termination fees into account). The organiser of the package is responsible for the refund. Where a retailer is involved and where this is required by the applicable national law, the retailer is also responsible for refunds.	- In all cases where the organiser or the traveller cancels the package, travellers must receive a refund of their payments within 14 days (where appropriate, taking termination fees into account). The organiser of the package is responsible for the refund. Where a retailer is involved and where this is required by the applicable national law, the retailer is also responsible for refunds.	- In all cases where the organiser or the traveller cancels the package, travellers must receive a refund of their payments within 14 days (where appropriate, taking termination fees into account). The organiser of the package is responsible for the refund. Where a retailer is involved and where this is required by the applicable national law, the retailer is also responsible for refunds.	
Annex I, fifty-second paragraph				

PUBLIC

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
208	- Where the organiser offers a voucher to be used for a future trip instead of a refund within 14 days, travellers will receive information on their rights in relation to the voucher and may choose to accept it or not.	- Where the organiser offers a voucher to be used for a future trip instead of a refund within 14 days, travellers will receive information on their rights in relation to the voucher and may choose to accept it or not.	- Where the organiser offers a voucher to be used for ~~a future trip~~ **any travel service offered by the organiser** instead of a refund within 14 days, travellers will receive information on their rights in relation to the voucher and may choose to accept it or not.	
Annex I, fifty-third paragraph				
209	Problems during the trip or holiday	Problems during the trip or holiday	Problems during the trip or holiday	
Annex I, fifty-fourth paragraph				
210	- The organiser is obliged to remedy problems occurring during the performance of the package. Travellers must inform the organiser of problems they encounter.	- The organiser is obliged to remedy problems occurring during the performance of the package. Travellers must inform the organiser of problems they encounter.	- The organiser is obliged to remedy problems occurring during the performance of the package. Travellers must inform the organiser of problems they encounter.	
Annex I, fifty-fifth paragraph				
211	- If significant elements of the package cannot be provided as agreed, the organiser must offer	- If significant elements of the package cannot be provided as agreed, the organiser must offer	- If significant elements of the package cannot be provided as agreed, the organiser must offer	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	suitable alternative arrangements at no extra cost. Travellers may terminate the contract without paying any 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.	suitable alternative arrangements at no extra cost. Travellers may terminate the contract without paying any 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.	suitable alternative arrangements at no extra cost. Travellers may terminate the contract without paying any 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.	
Annex I, fifty-sixth paragraph				
212	- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.	- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.	- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.	
Annex I, fifty-seventh paragraph				
213	- The organiser has to provide assistance if the traveller is in difficulty, for instance through providing information on health services, local authorities and consular assistance and offering the possibility to make distance communications.	- The organiser has to provide assistance if the traveller is in difficulty, for instance through providing information on health services, local authorities and consular assistance and offering the possibility to make distance communications.	- The organiser has to provide assistance if the traveller is in difficulty, for instance through providing information on health services, local authorities and consular assistance and offering the possibility to make distance communications.	

PUBLIC

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Annex I, fifty-eighth paragraph				
214	Insolvency protection	Insolvency protection	Insolvency protection	
Annex I, fifty-ninth paragraph				
215	- If the organiser becomes insolvent, travellers' payments will be refunded. In some Member States there is also insolvency protection for payments to retailers. 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 travellers is secured. XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, for example a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.	- If the organiser becomes insolvent, travellers' payments will be refunded. In some Member States there is also insolvency protection for payments to retailers. 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 travellers is secured. XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, for example a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.	- If the organiser becomes insolvent, travellers' payments will be refunded. In some Member States there is also insolvency protection for payments to retailers. 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 travellers is secured. XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, for example a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.	

PUBLIC

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Annex I, sixtieth paragraph				
216	(Website where Directive (EU) 2015/2302 as transposed into national law can be found.)	(Website where Directive (EU) 2015/2302 as transposed into national law can be found.)	(Website where Directive (EU) 2015/2302 as transposed into national law can be found.)	
Annex I, Part III				
217	Part III Part C	Part III Part C	Part III Part C	
Annex I, sixty-first paragraph				
218	Standard information form where the organiser transmits data to another trader in accordance with Article 3, point 2(b)(v)	Standard information form where the organiser transmits data to another trader in accordance with Article 3, point 2(b)(v)	Standard information form where the organiser transmits data to another trader in accordance with Article 3, point 2(b)(v)	
Annex I, Table 3				
219	Table 3	Table 3	Table 3	
Annex I, sixty-second paragraph				
220	Following the hyperlink the traveller will receive the following information:	Following the hyperlink the traveller will receive the following information:	Following the hyperlink the traveller will receive the following information:	

PUBLIC

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Annex I, sixty-third paragraph				
221	Key rights under Directive (EU) 2015/2302	Key rights under Directive (EU) 2015/2302	Key rights under Directive (EU) 2015/2302	
Annex I, sixty-fourth paragraph				
222	Information	Information	Information	
Annex I, sixty-fifth paragraph				
223	- Travellers will receive all essential information about the package before concluding the package travel contract.	- Travellers will receive all essential information about the package before concluding the package travel contract.	- Travellers will receive all essential information about the package before concluding the package travel contract.	
Annex I, sixty-sixth paragraph				
224	- This includes information on the price and on the payments due at the time of booking. Travellers may, in principle, not be asked to pay more than 25% of the total price at the time of booking (downpayments) and the remaining payments may not be requested earlier than 28 days before departure. However,	- This includes information on the price and on the payments due at the time of booking. Travellers may, in principle, not be asked to pay more than 25% of the total price at the time of booking (downpayments) and the remaining payments may not be requested earlier than 28 days before departure. However,	- This includes information on the price and on the payments due at the time of booking. ~~Travellers may, in principle, not be asked to pay more than 25% of the total price at the time of booking (downpayments) and the remaining payments may not be requested earlier than 28 days before departure. However,~~	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	organisers may ask for downpayments higher than 25% where this is necessary to ensure the organisation and performance of the package.	organisers may ask for downpayments higher than 25% where this is necessary to ensure the organisation and performance of the package.	~~organisers may ask for downpayments higher than 25% where this is necessary to ensure the organisation and performance of the package.~~	
Annex I, sixty-seventh paragraph				
225	- After concluding a package travel contract travellers will receive the contract on a durable medium (for example, on paper or per e-mail).	- After concluding a package travel contract travellers will receive the contract on a durable medium (for example, on paper or per e-mail).	- After concluding a package travel contract travellers will receive the contract on a durable medium (for example, on paper or per e-mail).	
Annex I, sixty-eighth paragraph				
226	Liable trader and contact points	Liable trader and contact points	Liable trader and contact points	
Annex I, sixty-ninth paragraph				
227	- There is always at least one trader who is liable for the proper performance of all travel services included in a package. This trader is the organiser of the package as identified by the text in the box above and in the contract.	- There is always at least one trader who is liable for the proper performance of all travel services included in a package. This trader is the organiser of the package as identified by the text in the box above and in the contract.	- There is always at least one trader who is liable for the proper performance of all travel services included in a package. This trader is the organiser of the package as identified by the text in the box above and in the contract.	

PUBLIC

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	The contract must contain the organiser' contact details.	The contract must contain the organiser' contact details.	The contract must contain the organiser' contact details.	
Annex I, seventieth paragraph				
228	- Travellers will be 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 will be 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 will be given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.	
Annex I, seventy-first paragraph				
229	Transfer of the contract	Transfer of the contract	Transfer of the contract	
Annex I, seventy-second paragraph				
230	- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable notice to the organiser or, where applicable, to the retailer.	- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable notice to the organiser or, where applicable, to the retailer.	- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable notice to the organiser or, where applicable, to the retailer.	
Annex I, seventy-third paragraph				
231	Price increases	Price increases	Price increases	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Annex I, seventy-fourth paragraph				
232	- 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 travellers may terminate the contract. If the organiser reserves the right to a price increase, travellers have a right to a price reduction if there is a decrease in the relevant 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 travellers may terminate the contract. If the organiser reserves the right to a price increase, travellers have a right to a price reduction if there is a decrease in the relevant 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 travellers may terminate the contract. If the organiser reserves the right to a price increase, travellers have a right to a price reduction if there is a decrease in the relevant costs.	
Annex I, seventy-fifth paragraph				
233	Termination of the contract before the start of a package	Termination of the contract before the start of a package	Termination of the contract before the start of a package	
Annex I, seventy-sixth paragraph				
234	- 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	- 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	- 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	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	package are changed significantly or if there is a price increase exceeding 8% of the price of the package.	package are changed significantly or if there is a price increase exceeding 8% of the price of the package.	package are changed significantly or if there is a price increase exceeding 8% of the price of the package.	
Annex I, seventy-seventh paragraph				
235	- 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.	- 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.	- 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.	
Annex I, seventy-eighth paragraph				
236	- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of unavoidable and extraordinary circumstances significantly affect the trip or holiday. Examples of extraordinary circumstances include natural disasters, serious security problems or public health risks which can reasonably be expected to affect the package.	- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of unavoidable and extraordinary circumstances significantly affect the trip or holiday. Examples of extraordinary circumstances include natural disasters, serious security problems or public health risks which can reasonably be expected to affect the package.	- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of unavoidable and extraordinary circumstances significantly affect the trip or holiday. Examples of extraordinary circumstances include natural disasters, serious security problems or public health risks which can reasonably be expected to affect the package.	

PUBLIC

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Annex I, seventy-ninth paragraph				
237	- Additionally, travellers may, at any time before the start of the package, terminate the contract, including on personal grounds, in return for an appropriate and justifiable termination fee. Travellers must be informed on such fees before concluding the contract and in the contract.	- Additionally, travellers may, at any time before the start of the package, terminate the contract, including on personal grounds, in return for an appropriate and justifiable termination fee. Travellers must be informed on such fees before concluding the contract and in the contract.	- Additionally, travellers may, at any time before the start of the package, terminate the contract, including on personal grounds, in return for an appropriate and justifiable termination fee. Travellers must be informed on such fees before concluding the contract and in the contract.	
Annex I, eightieth paragraph				
238	Refunds	Refunds	Refunds	
Annex I, eighty-first paragraph				
239	- In all cases where the organiser or the traveller cancels the package, travellers must receive a refund of their payments within 14 days (where appropriate, taking termination fees into account). The organiser of the package is responsible for the refund. Where a retailer is involved and where this is	- In all cases where the organiser or the traveller cancels the package, travellers must receive a refund of their payments within 14 days (where appropriate, taking termination fees into account). The organiser of the package is responsible for the refund. Where a retailer is involved and where this is	- In all cases where the organiser or the traveller cancels the package, travellers must receive a refund of their payments within 14 days (where appropriate, taking termination fees into account). The organiser of the package is responsible for the refund. Where a retailer is involved and where this is	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	required by the applicable national law, also the retailer is responsible for refunds.	required by the applicable national law, also the retailer is responsible for refunds.	required by the applicable national law, also the retailer is responsible for refunds.	
Annex I, eighty-second paragraph				
240	- Where the organiser offers a voucher to be used for a future trip instead of a refund within 14 days, travellers will receive information on their rights in relation to the voucher and may choose to accept it or not.	- Where the organiser offers a voucher to be used for a future trip instead of a refund within 14 days, travellers will receive information on their rights in relation to the voucher and may choose to accept it or not.	- Where the organiser offers a voucher to be used for ~~a future trip~~ **any travel service offered by the organiser** instead of a refund within 14 days, travellers will receive information on their rights in relation to the voucher and may choose to accept it or not.	
Annex I, eighty-third paragraph				
241	Problems during the trip or holiday	Problems during the trip or holiday	Problems during the trip or holiday	
Annex I, eighty-fourth paragraph				
242	- The organiser is obliged to remedy problems occurring during the performance of the package. Travellers must inform the organiser of problems they encounter.	- The organiser is obliged to remedy problems occurring during the performance of the package. Travellers must inform the organiser of problems they encounter.	- The organiser is obliged to remedy problems occurring during the performance of the package. Travellers must inform the organiser of problems they encounter.	

PUBLIC

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Annex I, eighty-fifth paragraph				
243	- If significant elements of the package cannot be provided as agreed, the organiser must offer suitable alternative arrangements at no extra cost. Travellers may terminate the contract without paying any 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.	- If significant elements of the package cannot be provided as agreed, the organiser must offer suitable alternative arrangements at no extra cost. Travellers may terminate the contract without paying any 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.	- If significant elements of the package cannot be provided as agreed, the organiser must offer suitable alternative arrangements at no extra cost. Travellers may terminate the contract without paying any 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.	
Annex I, eighty-sixth paragraph				
244	- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed under the conditions set out in Directive (EU) 2015/2302.	- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed under the conditions set out in Directive (EU) 2015/2302.	- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed under the conditions set out in Directive (EU) 2015/2302.	
Annex I, eighty-seventh paragraph				
245	- The organiser has to provide assistance if the traveller	- The organiser has to provide assistance if the traveller	- The organiser has to provide assistance if the traveller	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	is in difficulty, for instance through providing information on health services, local authorities and consular assistance and offering the possibility to make distance communications.	is in difficulty, for instance through providing information on health services, local authorities and consular assistance and offering the possibility to make distance communications.	is in difficulty, for instance through providing information on health services, local authorities and consular assistance and offering the possibility to make distance communications.	
Annex I, eighty-eighth paragraph				
246	Insolvency protection	Insolvency protection	Insolvency protection	
Annex I, eighty-ninth paragraph				
247	- If the organiser becomes insolvent, travellers' payments will be refunded. In some Member States there is also insolvency protection for payments to retailers. 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 travellers is secured. XY has taken out insolvency protection with YZ [the entity in charge of the insolvency protection, for example a guarantee fund or an insurance company). Travellers may contact	- If the organiser becomes insolvent, travellers' payments will be refunded. In some Member States there is also insolvency protection for payments to retailers. 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 travellers is secured. XY has taken out insolvency protection with YZ [the entity in charge of the insolvency protection, for example a guarantee fund or an insurance company). Travellers may contact	- If the organiser becomes insolvent, travellers' payments will be refunded. In some Member States there is also insolvency protection for payments to retailers. 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 travellers is secured. XY has taken out insolvency protection with YZ [the entity in charge of the insolvency protection, for example a guarantee fund or an insurance company). Travellers may contact	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.	this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.	this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.	
Annex I, ninetieth paragraph				
248	Directive (EU) 2015/2302 as transposed into national law (hyperlink)	Directive (EU) 2015/2302 as transposed into national law (hyperlink)	Directive (EU) 2015/2302 as transposed into national law (hyperlink)	
Annex II				
249	Annex II	*deleted*	*deleted*	
Annex II, Part I				
250	*Part I* Part A	*deleted*	*deleted*	

PUBLIC

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Annex II, first paragraph				
251	Standard information form where the trader facilitating a linked travel arrangement within the meaning of point 5 of Article 3 is a carrier responsible for the traveller's return journey	*deleted*	*deleted*	
Annex II, Table 4				
252	*Table 4*	*deleted*	*deleted*	
Annex II, second paragraph				
253	Following the hyperlink the traveller will receive the following information:	*deleted*	*deleted*	
Annex II, second paragraph, Table 5				
254	*Table 5*			

PUBLIC

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
		deleted	*deleted*	
Annex II, Part II				
255	*Part II* Part B	*deleted*	*deleted*	
Annex II, third paragraph				
256	Standard information form where the trader facilitating a linked travel arrangement within the meaning of point 5 of Article 3 is a trader other than a carrier responsible for the traveller's return journey	*deleted*	*deleted*	
Annex II, Table 6				
257	*Table 6*	*deleted*	*deleted*	

PUBLIC

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Annex II, fourth paragraph				
258	Following the hyperlink the traveller will receive the following information:	*deleted*	*deleted*	
Annex II, fourth paragraph, Table 7				
259	*Table 7*	*deleted*	*deleted*	

PUBLIC

PUBLIC

Commission Proposal Table 1

MY KEY RIGHTS AS TRAVELLER The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302 on package travel. Therefore, you will benefit from all EU rights applying to packages. Company XY, as the organiser of this package, [where appropriate under the applicable national law] [and company XZ, as a retailer,][1] is [are] fully responsible for the proper performance of the package. Additionally, as required by law, your payments to company XY [(where appropriate) and company YZ)[2]] are protected and, where the return journey is included in the package, your repatriation is guaranteed if this company/these companies were to become insolvent. More information on key rights under Directive (EU) 2015/2302, including on payments, contract changes, cancellations, refunds, liability for improper performance and insolvency protection as well as parties to be contacted can be obtained here (to be provided in the form of a hyperlink).

1. The correct alternative is to be chosen by the Member States in light of their transposition of the Directive.

2. See footnote 1.

PUBLIC

EP Mandate Table 1

MY KEY RIGHTS AS TRAVELLER The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302 on package travel. Therefore, you will benefit from all EU rights applying to packages. Company XY, as the organiser of this package, [where appropriate under the applicable national law] [and company XZ, as a retailer,][1] is [are] fully responsible for the proper performance of the package. Additionally, as required by law, your payments to company XY [(where appropriate) and company YZ)[2]] are protected and, where the return journey is included in the package, your repatriation is guaranteed if this company/these companies were to become insolvent. More information on key rights under Directive (EU) 2015/2302, including on payments, contract changes, cancellations, refunds, liability for improper performance and insolvency protection as well as parties to be contacted can be obtained here (to be provided in the form of a hyperlink).

1. The correct alternative is to be chosen by the Member States in light of their transposition of the Directive.

2. See footnote 1.

PUBLIC

Council Mandate Table 1

MY KEY RIGHTS AS TRAVELLER The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302 on package travel. Therefore, you will benefit from all EU rights applying to packages. Company XY, as the organiser of this package, [where appropriate under the applicable national law] [and company XZ, as a retailer,][1] is [are] fully responsible for the proper performance of the package. Additionally, as required by law, your payments to company XY [(where appropriate) and company YZ)[2]] are protected and, where the return journey is included in the package, your repatriation is guaranteed if this company/these companies were to become insolvent. More information on key rights under Directive (EU) 2015/2302, including on payments, contract changes, cancellations, refunds, liability for improper performance and insolvency protection as well as parties to be contacted can be obtained here (to be provided in the form of a hyperlink).

1. The correct alternative is to be chosen by the Member States in light of their transposition of the Directive.

2. See footnote 1.

PUBLIC

Commission Proposal Table 2

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. Company XY, as the organiser of this package, [where appropriate under the applicable national law] [and company XZ, as a retailer,][1] is [are] fully responsible for the proper performance of the package. Additionally, as required by law, your payments to company XY [(where appropriate) and company YZ)[2]] are protected and, where the return journey is included in the package, your repatriation is guaranteed if this company/these companies were to become insolvent. More information on key rights under Directive (EU) 2015/2302, including on contract changes, cancellations, refunds, liability for improper performance and insolvency protection as well as parties to be contacted is presented below.

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1. The correct alternative is to be chosen by the Member States in light of their transposition of the Directive.

2. See footnote 1.

PUBLIC

EP Mandate Table 2

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. Company XY, as the organiser of this package, [where appropriate under the applicable national law] [and company XZ, as a retailer,][1] is [are] fully responsible for the proper performance of the package. Additionally, as required by law, your payments to company XY [(where appropriate) and company YZ)[2]] are protected and, where the return journey is included in the package, your repatriation is guaranteed if this company/these companies were to become insolvent. More information on key rights under Directive (EU) 2015/2302, including on contract changes, cancellations, refunds, liability for improper performance and insolvency protection as well as parties to be contacted is presented below.

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1. The correct alternative is to be chosen by the Member States in light of their transposition of the Directive.

2. See footnote 1.

PUBLIC

Council Mandate Table 2

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. Company XY, as the organiser of this package, [where appropriate under the applicable national law] [and company XZ, as a retailer,][1] is [are] fully responsible for the proper performance of the package. Additionally, as required by law, your payments to company XY [(where appropriate) and company YZ)[2]] are protected and, where the return journey is included in the package, your repatriation is guaranteed if this company/these companies were to become insolvent. More information on key rights under Directive (EU) 2015/2302, including on contract changes, cancellations, refunds, liability for improper performance and insolvency protection as well as parties to be contacted is presented below.

_____

1. The correct alternative is to be chosen by the Member States in light of their transposition of the Directive.

2. See footnote 1.

PUBLIC

Commission Proposal Table 3

If you conclude a contract with company AB 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) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. Company XY will be fully responsible for the proper performance of the package. 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) 2015/2302, including on contract changes, cancellations, refunds, liability for improper performance and insolvency protection as well as parties to be contacted (to be provided in the form of a hyperlink).

PUBLIC

EP Mandate Table 3

If you conclude a contract with company AB 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) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. Company XY will be fully responsible for the proper performance of the package. 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) 2015/2302, including on contract changes, cancellations, refunds, liability for improper performance and insolvency protection as well as parties to be contacted (to be provided in the form of a hyperlink).

PUBLIC

Council Mandate Table 3

If you conclude a contract with company AB **at the latest 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) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. Company XY will be fully responsible for the proper performance of the package. 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) 2015/2302, including on contract changes, cancellations, refunds, liability for improper performance and insolvency protection as well as parties to be contacted (to be provided in the form of a hyperlink).

PUBLIC

Commission Proposal Table 4

If you book additional types of travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302. 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 within 24 hours of receiving the confirmation of the booking of the first travel service, as required by EU law, your payments to XY will be protected in the event of XY's insolvency. Where necessary, your repatriation will be ensured. Please note that you will not receive a refund if the relevant service provider becomes insolvent. In order to benefit from this protection, you are advised to record the invitation to book additional travel service and the additional booking, for instance through screenshots, and to inform XY about the additional travel services you booked within 24 hours for your trip or holiday at this email address or on this website: … [to be filled in by the trader]. More information on insolvency protection (to be provided in the form of a hyperlink)

PUBLIC

Commission Proposal Table 5

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, for example a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email 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) 2015/2302 as transposed into the national law (hyperlink)

PUBLIC

Commission Proposal Table 6

If you book additional types of travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302. 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 within 24 hours of receiving the confirmation of the booking of the first travel service, as required by EU law, your payments to XY will be protected in the event of XY's insolvency. Please note that you will not receive a refund if the relevant service provider becomes insolvent. In order to benefit from this protection, you are advised to record the invitation to book additional travel service and the additional booking, for instance through screenshots, and to inform XY about the additional travel services you booked within 24 hours for your trip or holiday at this email address or on this website: … [to be filled in by the trader]. More information on insolvency protection (to be provided in the form of a hyperlink)

PUBLIC

Commission Proposal Table 7

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, for example a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email 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) 2015/2302 as transposed into the national law (hyperlink)