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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

Delegations will find attached the four-column table containing the result of the provisional political agreement and the latest technical work on the above-mentioned proposal.

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)

| | <small>CLEAN</small> Commission Proposal | <small>VS.EC</small> EP Mandate | <small>VS.EC</small> Council Mandate | <small>VS.EC</small> Draft Agreement |
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| Formula | | | | |
| 1 | 2023/0435 (COD) | 2023/0435 (COD) | 2023/0435 (COD) | 2023/0435 (COD) <small>Text Origin: Commission Proposal</small> |
| Document Stage | | | | |
| 2 | Proposal for a | Proposal for a | Proposal for a | Proposal for a <small>Text Origin: Commission Proposal</small> |
| Document Type | | | | |
| 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 | DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL <small>Text Origin: Commission Proposal</small> |
| Document Purpose | | | | |

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| 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 | amending Directive (EU) 2015/2302 to make the protection of travellers more effective and to simplify and clarify certain aspects of the Directive Text Origin: Commission Proposal |
| EEA Relevance | | | | |
| 5 | (Text with EEA relevance) | (Text with EEA relevance) | (Text with EEA relevance) | (Text with EEA relevance) Text Origin: Commission Proposal |
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| 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, | THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION, Text Origin: Commission Proposal |
| 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, | Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof, |

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| Citation 2 | | | | |
| 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, | Having regard to the proposal from the European Commission, Text Origin: Commission Proposal |
| Citation 3 | | | | |
| 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, | After transmission of the draft legislative act to the national parliaments, Text Origin: Commission Proposal |
| Citation 4 | | | | |
| 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. . | Having regard to the opinion of the European Economic and Social Committee ¹ , 1. OJ C , , p. . Text Origin: Commission Proposal |
| Citation 5 | | | | |
| 11 | Having regard to the opinion of the Committee of the Regions ¹ , _____ | Having regard to the opinion of the Committee of the Regions ¹ , _____ | Having regard to the opinion of the Committee of the Regions ¹ , _____ | Having regard to the opinion of the Committee of the Regions ¹ , _____ |

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| | 1. OJ C , , p. . | 1. OJ C , , p. . | 1. OJ C , , p. . | 1. OJ C , , p. . Text Origin: Commission Proposal |
| Citation 6 | | | | |
| 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, | Acting in accordance with the ordinary legislative procedure, Text Origin: Commission Proposal |
| Formula | | | | |
| 13 | Whereas: | Whereas: | Whereas: | Whereas: Text Origin: Commission Proposal |
| 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, | (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, | (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, | (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, |

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| | <p>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 active in the package travel market.</p> <p>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).</p> <p>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).</p> | <p>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 active in the package travel market.</p> <p>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).</p> <p>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).</p> | <p>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 active in the package travel market.</p> <p>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).</p> <p>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).</p> | <p>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 active in the package travel market.</p> <p>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).</p> <p>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).</p> <p>Text Origin: Commission Proposal</p> |
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| 15 | <p>(2) In order to pursue those objectives, Directive (EU) 2015/2302 broadened the 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</p> | <p>(2) In order to pursue those objectives, Directive (EU) 2015/2302 broadened the 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. <i>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</i></p> | <p>(2) In order to pursue those objectives, Directive (EU) 2015/2302 broadened the 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</p> | |

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| | them and on the associated rights through standard information forms contained in Annexes I and II to that Directive. | them and on the associated rights through standard information forms contained in Annexes I and II to that Directive. | them and on the associated rights through standard information 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. <u>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.</u> | (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 current rules, as well as to clarify and simplify certain concepts and provisions, thus enhancing the | (4) Therefore, it is necessary to close the gaps identified in the current rules, as well as to clarify and simplify certain concepts and provisions, thus enhancing the | (4) Therefore, it is necessary to close the gaps identified in the current rules, as well as to clarify and simplify certain concepts and provisions, thus enhancing the | (4) Therefore, it is necessary to close the gaps identified in the current rules, as well as to clarify and simplify certain concepts and provisions, thus enhancing the |

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| | 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. | 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. | 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. | 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. Text Origin: Commission Proposal |
| 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 traders when informing travellers on their rights should be reduced. | (5) While, overall, the definition of ‘package’ is considered to have been effective, the definition of and the rules on linked travel arrangements <u>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.</u> Such clarification and simplification of the definitions and concepts <u>definition and concept of ‘package’ and the deletion of references to the concept of ‘linked travel arrangement’</u> should | (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 uncertainty 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 parties arrangements as well as between linked travel | |


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| | | <p>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.</p> <p><u><i>With the deletion of the concept of “linked travel arrangements”, Annex II should subsequently be deleted.</i></u></p> | <p>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.</p> | |
| | Recital 5a | | | |
| G 18a | | <p><u><i>(5a) In the context of online bookings, the term ‘invites’ should be understood as any action by the trader that actively encourages or prompts the traveller to enter into an</i></u></p> | <p>(5a) In the context of online booking, the term ‘invites’ should be understood as any action by the trader that actively encourages or prompts the traveller to enter into an</p> | <p><u><i>(5a) In the context of online bookings, the term ‘invites’ should be understood as any action by the trader that actively encourages or prompts the traveller to enter into an</i></u></p> |

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| | | <u><i>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.</i></u> | 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. | <u><i>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.</i></u> Text Origin: EP Mandate |
| Recital 6 | | | | |
| R 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 services have been selected before the traveller concludes a first contract should be considered as | (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. <i>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.</i> Bookings of different types of travel services for the same trip or holiday at one point of sale where the travel services have been selected before the traveller concludes a first contract should be considered as | <i>deleted</i> | |

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| | 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. | 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. | | |
| <i>Recital 7</i> | | | | |
| R 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, 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 | (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 for holiday made within three hours should always be considered as packages. The same should apply where, before the completion of <u>traveller agrees to pay for</u> a first booking <u>travel service</u> , a trader <u>actively</u> invites a traveller to book <u>one or more</u> additional services for the same trip or holiday after | <i>deleted</i> | |

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| | within 24 hours after the conclusion of the first contract. | completing the first booking, and where subsequent bookings take place within 24 hours after the conclusion of <u>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.</u> | | |
| <i>Recital 8</i> | | | | |
| 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 '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 | (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 <u>'package'</u> bookings of different types of travel services for the same trip or holiday where the trader that is party to a first contract transfers <u>the traveller's personal data</u> to a trader that is party to a second or further | (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 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 | |

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| | 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. | contract, <u>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</u> the traveller's name, payment details, email address or any other of the traveller's personal data. <u>Such telephone number. The</u> 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. | 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 the second booking is not indispensable and should be removed relevant contracts and thus the creation of a package. | | | |
| | Recital 9 | | | | | |
| G | 22 | (9) The definition of 'a linked travel arrangement' should cover | <i>deleted</i> | <i>deleted</i> | <i>deleted</i> | G |

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| | <p>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 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</p> | |  | |

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| | information and shall acknowledge receipt of such information. | | | |
| <i>Recital 10</i> | | | | |
| 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. <u>It should be noted that different on-site activities that are provided as an intrinsic 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.</u> | (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 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. | |
| <i>Recital 11</i> | | | | |
| 24 | (11) As demonstrated, in particular, during the COVID-19 pandemic, the prevailing business practice of advance payments, the | (11) As demonstrated, in particular, during the COVID-19 pandemic, the prevailing business practice of advance payments, the | (11) As demonstrated, in particular, during the COVID-19 pandemic, the prevailing business practice of advance payments, the | |

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| | 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 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. | 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 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. | 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 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 | | | | |
| R 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 | (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 | <i>deleted</i> | |

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| | <p>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 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.</p> | <p>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 to request higher downpayments <u>be set at an appropriate level</u>. 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. <u>subject to limitations based on national jurisdiction</u>.</p> | <p style="text-align: center; opacity: 0.5; font-size: 48px; transform: rotate(-15deg);">PUBLIC</p> | |

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| | | <i>This may, where applicable, include commissions requested by retailers.</i> | | |
| <i>Recital 13</i> | | | | |
| 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, retailers should continue to be obliged to inform travellers, before the conclusion of the contract, about the downpayments they request. | <i>deleted</i> | <i>deleted</i> | <i>deleted</i> |
| <i>Recital 14</i> | | | | |
| 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. | <i>deleted</i> | <i>deleted</i> | <i>deleted</i> |

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| <i>Recital 15</i> | | | | |
| G 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 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. | (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 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. | (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 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. | (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 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. Text Origin: Commission Proposal |
| <i>Recital 16</i> | | | | |
| Y 29 | (16) In certain situation voluntary vouchers to travellers can be a useful alternative to refunds. Vouchers can give more | (16) In certain situation <u>situations</u> voluntary vouchers to travellers can be a useful alternative to refunds. | (16) In certain situations <u>situations</u> voluntary vouchers to travellers can be a useful alternative to refunds. | |

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| | <p>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 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.</p> | <p>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 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. <u>It should be possible for the voucher to be used for any services proposed by the organiser.</u> Organisers may<u>should be able to</u> make vouchers more attractive, for example, by increasing the amount of the voucher<u>their value as</u> compared to the traveller's refund right. In such</p> | <p>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 on vouchers should be laid down which provideproviding such guarantees should be established. Those guarantees should include transparencycompulsory 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 whereaccept the voucher explicitly. It is also appropriate to specify the necessary information to be mentioned onis not redeemed during its period of validity. Organisers may make vouchers more attractive, for example, by increasing the amount</p> | |

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| | | cases, insolvency protection should be limited to the amount of payments received from the traveller's <u>refund rights</u> . | 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 | | | | |
| 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 | |

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| | | | 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 transferee, so that they can redeem the voucher or receive a refund. | |
| Recital 16b | | | | |
| R | 29b | <u><i>(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.</i></u> | | |
| Recital 17 | | | | |
| Y | 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 | (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 | (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 |

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| | <p>their refund obligations. In order to increase transparency, Member 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.</p> | <p>their refund obligations. In order to increase transparency, Member 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.</p> | <p>their refund obligations. In order to increase transparency, Member 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.</p> | |
| Recital 18 | | | | |
| 31 | <p>(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</p> | <p>(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</p> | <p>(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</p> | |

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| | <p>contract is possible if it can be reasonably expected that its performance will be significantly affected by unavoidable and extraordinary circumstances.</p> | <p>contract is possible if it can be reasonably expected that its performance will be significantly <u>and objectively</u> affected by unavoidable and extraordinary circumstances, <u>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 circumstances occurring at the</u></p> | <p>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 departure, destination, including</p> | |

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| | | <u>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.</u> | 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 | | | | |
| R | 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 package cannot be performed without exposing the travellers concerned to risks to their | R |

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| | | | health and safety. The relevance of such circumstances and their effects should be assessed objectively. | |
| Recital 19 | | | | |
| 32 | <p>(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 for a significant period, are also relevant when assessing the justification of the termination of a package travel contract.</p> | <p>(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 <i>of whether</i> the termination of a contract <i>is justified. Furthermore, the absence of official travel warnings</i> It should not prevent <i>the existence of those circumstances and their effects on the performance of the package from being established. Unavoidable and extraordinary circumstances can cover not only circumstances which affect the</i></p> | <p>(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 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 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 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</p> | |

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| | | <p><u>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</u>also be clarified that serious restrictions at the travel destination or applying after returning from the trip or holiday, such as <u>at their place of departure, including</u> quarantine requirements for a significant period, are also relevant when assessing the justification of the <u>should also be assessed when considering whether a</u> termination of a package travel contract <u>is justified.</u></p> | <p>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 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.</p> | |
| Recital 20 | | | | |

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| 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. <u>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.</u> | (20) It should also be clarified that the 14-day refund period, which is triggered by the heavy 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 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. | (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 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. | (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 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 | | <u>(21a) Under the conditions laid down in this Directive, Member</u> | (21a) Within the parameters laid down in this Directive, | |

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| | | <i><u>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 should centralise the information related to those insolvency protection schemes and central contact points, and make it available to the public on its website.</u></i> | 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 responsible for providing such necessary information. | |
| | Recital 22 | | | |
| y 35 | (22) In order to ensure effectiveness of insolvency protection for travellers at all times, it should be provided that | (22) In order to ensure effectiveness of insolvency protection for travellers at all times, it should be provided that | (22) In order to ensure the effectiveness of insolvency protection for travellers at all times, it should be provided that | y |

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| | <p>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 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</p> | <p>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 <i>and that. If necessary, Member States should be able to require a second level of protection, such as 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.</i> 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</p> | <p>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 provisionavailability of insolvency protection and that. If necessary to ensure effective insolvency protection, Member States should be able tomay 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</p> | |

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| | provisions on State aid insofar as such measures involve State aid. | provisions on State aid insofar as such measures involve State aid. | 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 | | | | |
| R | 36 (23) Regarding refunds of payments in case of an organiser's insolvency, the period for refunds should be further specified, 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. | (23) Regarding refunds of payments in case of an organiser's insolvency, the period for refunds should be further specified, 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. | (23) Regarding refunds of travellers' payments in case of an organiser's insolvency, the period for refunds should be further specified, referring to 3 9 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 | | | | |
| G | 37 (24) It should be clarified that the central contact points are responsible for the exchange of information in relation to | (24) It should be clarified that the central contact points are responsible for the exchange of information in relation to | (24) It should be clarified that the central contact points are responsible for the exchange of information in relation to | (24) It should be clarified that the central contact points are responsible for the exchange of information in relation to |

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| | insolvency protection and related questions, including any mechanisms to ensure timely refunds for terminated package travel contracts. | insolvency protection and related questions, including any mechanisms to ensure timely refunds for terminated package travel contracts. | insolvency protection and related questions, including any mechanisms to ensure timely refunds for terminated package travel contracts. | insolvency protection and related questions, including any mechanisms to ensure timely refunds for terminated package travel contracts. Text Origin: Commission Proposal |
| Recital 25 | | | | |
| 38 | (25) It is important that travellers are properly informed on their rights, are able to understand the information provided to them 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 | (25) It is important that travellers are properly informed on their rights, are able to understand the information provided to them 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 | (25) It is important that travellers are properly informed on their rights, are able to understand the information provided to them 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, these 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 | |

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| | <p>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.</p> | <p>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. <u>To ensure that travellers are properly informed about their rights, organisers should provide assistance accessible to travellers, 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.</u></p> | <p>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.</p> | |

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| Recital 25a | | | | |
| R | 38a | <p><u>(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 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.</u></p> | | |
| Recital 26 | | | | |



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| 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. | (26) Directive (EU) 2015/2302 should, therefore, be amended accordingly. Text Origin: Commission Proposal |
| Recital 27 | | | | |
| 40 | (27) Since the objective of this Directive, namely to contribute to 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. | (27) Since the objective of this Directive, namely to contribute to 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. | (27) Since the objective of this Directive, namely to contribute to 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. | (27) Since the objective of this Directive, namely to contribute to 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. Text Origin: Commission Proposal |

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| 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 level of consumer protection within the Union, in accordance with Article 38 of the Charter. | (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 level of consumer protection within the Union, in accordance with Article 38 of the Charter. | (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 level of consumer protection within the Union, in accordance with Article 38 of the Charter. | (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 level of consumer protection within the Union, in accordance with Article 38 of the Charter. Text Origin: Commission Proposal |
| 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 | (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 | (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 | (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 |

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| | report should be accompanied by legislative proposals, | report should be accompanied by legislative proposals, | report should be accompanied by legislative proposals, | report should be accompanied by legislative proposals, Text Origin: Commission Proposal |
| Formula | | | | |
| 43 | HAVE ADOPTED THIS DIRECTIVE: | HAVE ADOPTED THIS DIRECTIVE: | HAVE ADOPTED THIS DIRECTIVE: | HAVE ADOPTED THIS DIRECTIVE: Text Origin: Commission Proposal |
| Article 1 | | | | |
| 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 | Article 1 Amendments to Directive (EU) 2015/2302 Text Origin: Commission Proposal |
| Article 1, first paragraph | | | | |
| 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: | Directive (EU) 2015/2302 is amended as follows: Text Origin: Commission Proposal |
| Article 1, first paragraph, point (1) | | | | |
| 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: | (1) Article 1 is replaced by the following: |

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| | | | | Text Origin: Commission Proposal |
| Article 1, first paragraph, point (1), amending provision, first paragraph | | | | |
| 47 | Article 1 | Article 1 | Article 1 | Text Origin: Commission Proposal |
| Article 1, first paragraph, point (1), amending provision, second paragraph | | | | |
| 48 | Subject matter | Subject matter | Subject matter | Text Origin: Commission Proposal |
| Article 1, first paragraph, point (1), amending provision, third paragraph | | | | |
| 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 | ‘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 <u>and simplifying</u> 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 <u>linked travel arrangements, as well as</u> certain aspects of contracts between | ‘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 | ‘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 <u>and linked travel arrangements</u> , as well as certain aspects of contracts between organisers of packages |

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| | between organisers of packages and service providers. | organisers of packages and <u>travel</u> service providers, <u>as well as of the specific information requirements in some cases not leading to the creation of a package.</u> | and service providers’, and specific information requirements for certain situations not leading to the creation of a package. | and <u>travel</u> service providers <u>[and specific information requirements for certain situations not leading to the creation of a package]</u> . Text Origin: Auxiliary 1 |
| Article 1, first paragraph, point (2) | | | | |
| 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: | (2) in Article 2, paragraph 1 is replaced by the following: Text Origin: Commission Proposal |
| Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), first subparagraph | | | | |
| 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. | 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. Text Origin: Council Mandate |
| Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph | | | | |

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| 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. | 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. Text Origin: Commission Proposal |
| Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph a | | | | |
| 52a | | <u>(2a) in Article 2(2), point (a) is replaced by the following:</u> | | <u>(2a) in Article 2(2), point (a) is replaced by the following:</u> Text Origin: EP Mandate |
| Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph b | | | | |
| 52b | | <u>'(a) packages covering a period of less than 24 hours unless overnight accommodation is included;'</u> | | <u>'(a) packages covering a period of less than 24 hours unless overnight accommodation is included;'</u> Text Origin: EP Mandate |
| Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph c | | | | |
| 52c | | <u>(2b) in Article 2(2), point (b) is replaced by the following:</u> | | <u>(2b) in Article 2(2), point (b) is replaced by the following:</u> Text Origin: EP Mandate |

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| Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph d | | | | |
| G | 52d | <u>'(b) packages offered occasionally and on a 'not-for-profit' basis and only to a limited group of travellers;'</u> | | <u>'(b) packages offered occasionally and on a 'not-for-profit' basis and only to a limited group of travellers;'</u> Text Origin: EP Mandate |
| Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph e | | | | |
| R | 52e | <u>'(2c) in Article 2(2), point (c) is replaced by the following:'</u> | | |
| Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph e | | | | |
| R | 52f | <u>'(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.'</u> | | |
| 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: Text Origin: Commission Proposal |
| Article 1, first paragraph, point (3)(a) | | | | |

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| 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: | (a) point 2 is replaced by the following: Text Origin: Commission Proposal |
| Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph | | | | |
| 55 | (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: | (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: Text Origin: Commission Proposal |
| 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 | (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 Text Origin: Commission Proposal |
| 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 | (b) irrespective of whether separate contracts are concluded | (b) irrespective of whether separate contracts are concluded | (b) irrespective of whether separate contracts are concluded |

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| | with individual travel service providers, and: | with individual travel service providers, and: | with individual travel service providers, and: | with individual travel service providers, and: Text Origin: Commission Proposal |
| Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(i) | | | | |
| R | 58 (i) those services are purchased from a single point of sale and | (i) those services are purchased from a single point of sale and <u>have been selected before the traveller agrees to pay, or</u> | (i) those services are purchased from a single point of sale and have been selected 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 | <i>deleted</i> | <i>deleted</i> | <i>deleted</i> |
| 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 | <i>deleted</i> | <i>deleted</i> | <i>deleted</i> |
| 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 | <i>deleted</i> | <i>deleted</i> | <i>deleted</i> |

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| | subsequently book one or more 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 | <u>(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</u> | | |
| Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(ii) | | | | |
| G | 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 charged at an inclusive or total price, regardless of any separate billing, or | (ii) [are] are offered, sold or paid charged at an inclusive or total price, regardless of any separate billing, or Text Origin: Council Mandate |
| Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(iii) | | | | |
| G | 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] are advertised or sold under the term 'package' or under a similar term, or Text Origin: Council Mandate |
| Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(iv) | | | | |

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| G | 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 <u>are</u> 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 Text Origin: Council Mandate |
| Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(v) | | | | |
| Y | 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 <u>personal data through which the traveller's other personal data can be identified as a contracting party</u> , 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 <u>personal data through which the traveller's other personal data can be identified as a contracting party</u> 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) | | | | |
| G | 65a | | <u>(va) or any other situation where the parties agree to</u> | <i>deleted</i> |

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| | | <u>consider the booked travel services as a package.</u> | | |
| <i>Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), second subparagraph</i> | | | | |
| 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: | 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: Text Origin: Commission Proposal |
| <i>Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), second subparagraph, point (a)</i> | | | | |
| 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 | (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 Text Origin: Commission Proposal |
| <i>Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), second subparagraph, point (b)</i> | | | | |
| 68 | (b) are selected and purchased only after the performance of a travel service as referred to in | (b) are selected and purchased only after the performance of a travel service as referred to in | (b) are selected and purchased only after the performance of a travel service as referred to in | (b) are selected and purchased only after the performance of a travel service as referred to in |

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| | point (a), (b) or (c) of point 1 has started;. | point (a), (b) or (c) of point 1 has started;. | point (a), (b) or (c) of point 1 has started;. | point (a), (b) or (c) of point 1 has started;. Text Origin: Commission Proposal |
| Article 1, first paragraph, point (3)(b) | | | | |
| 69 | (b) point 5 is replaced by the following: | (b) point 5 is replaced by the following: <u>deleted.</u> | (b) point 5 is replaced by the following: deleted. | (b) point 5 is replaced by the following: <u>deleted.</u> Text Origin: EP Mandate |
| 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 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 | <i>deleted</i> | <i>deleted</i> | <i>deleted</i> |

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| | 24 hours after the confirmation of the booking of the first contract. | | | |
| Article 1, first paragraph, point (3a) | | | | |
| 70a | | <u>(ba) point 7 is replaced by the following:</u> | | <u>(ba) point 7 is replaced by the following:</u> Text Origin: EP Mandate |
| Article 1, first paragraph, point (3b) | | | | |
| 70b | | <u>(7) 'trader' means any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession in relation to contracts covered by this Directive, whether acting in the capacity of organiser, retailer, or as a travel service provider;"</u> | | <u>(7) 'trader' means any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession in relation to contracts covered by this Directive, whether acting in the capacity of organiser, retailer, or as a travel service provider;"</u> Text Origin: EP Mandate |
| Article 1, first paragraph, point (3c) | | | | |

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| Y | 70c | <u>(bb) point 12 is replaced by the following:</u> | | Y |
| Article 1, first paragraph, point (3c) | | | | |
| Y | 70d | <u>"(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 destination as agreed in the package travel contract;"</u> | | Y |
| Article 1, first paragraph, point (4) | | | | |
| Y | 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: | Y |
| Article 1, first paragraph, point (4)(-a) | | | | |
| Y | 71a | <u>(-a) in point (a), subpoint (viii) is replaced by the following:</u> | | Y |



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| Article 1, first paragraph, point (4)(-a) | | | | |
| Y | 71b | <u>'(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;'</u> | | <u>'(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;'</u> Text Origin: EP Mandate |
| Article 1, first paragraph, point (4)(-b) | | | | |
| G | 71c | <u>'(-aa) point (b) is replaced by the following:</u> | | <u>'(-aa) point (b) is replaced by the following:</u> Text Origin: EP Mandate |
| Article 1, first paragraph, point (4)(-c) | | | | |
| G | 71d | <u>'(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;'</u> | | <u>'(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, an electronic address, enabling the traveller to contact the organiser quickly and communicate with them effectively;'</u> |

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| Article 1, first paragraph, point (4)(a) | | | | |
| 72 | (a) point (d) is replaced by the following: | (a) point (d) is replaced by the following: | <i>deleted</i> | (a) point (d) is replaced by the following: Text Origin: Commission Proposal |
| Article 1, first paragraph, point (4)(a), amending provision, numbered paragraph (d) | | | | |
| 73 | (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 <u>via points or other currency reward systems</u> and any amount or percentage of the price which is to be paid as a downpayment <u>down payment</u> and the timing for payment of the balance, in accordance with Article 5a , or financial guarantees to be paid or provided by the traveller;; | <i>deleted</i> | (d) the arrangements for payment, including <u>by means of any existing loyalty points or other reward systems, and</u> any amount or percentage of the price which is to be paid as a downpayment <u>down payment</u> 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) | | | | |

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| Y | 73a | <u>(aa) point (f) is replaced by the following:</u> | | |
| Article 1, first paragraph, point (4)(aa) | | | | |
| Y | 73b | <u>'(f) exhaustive general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination and transit, as well as changes occurring between the conclusion of the contract and its execution;'</u> | | <u>'(f) relevant general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination and transit;'</u> Text Origin: EP Mandate |
| 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: |
| 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 | 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 | 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 |

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| | may terminate the package travel contract without paying any termination fee due to unavoidable and extraordinary circumstances as specified under Article 12(2); | may terminate the package travel contract without paying any termination fee due to unavoidable and extraordinary circumstances as specified under Article 12(2); | may terminate the package travel contract without paying any termination fee due to unavoidable and extraordinary circumstances as specified under Article 12(2); | may terminate the package travel contract without paying any termination fee due to unavoidable and extraordinary circumstances as specified under Article 12(2); Text Origin: Commission Proposal |
| Article 1, first paragraph, point (4)(b), amending provision, first paragraph a | | | | |
| G | 75a | <u>(ba) the following point is added:</u> | | <u>deleted</u> |
| Article 1, first paragraph, point (4)(b), amending provision, first paragraph b | | | | |
| G | 75b | <u>'(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.'</u> | | <u>deleted</u> |
| Article 1, first paragraph, point (4)(ba) | | | | |
| R | 75c | | (ba) the following paragraph is inserted: | |
| Article 1, first paragraph, point (4)(ba), amending provision, numbered paragraph (2a) | | | | |
| R | 75d | | 2a. Subject to Article 23, in online booking situations that do not lead to the creation of a | |

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| | | | <p>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.</p> <p>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.</p> | |
| | Article 1, first paragraph, point (4a) | | | |
| Y | 75e | <u>(4a) in Article 5, paragraph 3 is replaced by the following:</u> | | Y |
| | Article 1, first paragraph, point (4a) | | | |

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| Y | 75f | <u>"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."</u> | | |
| Article 1, first paragraph, point (5) | | | | |
| R | 76 | (5) the following Article 5a is inserted: | deleted | |
| Article 1, first paragraph, point (5), amending provision, first paragraph | | | | |
| R | 77 | Article 5a | deleted | |
| Article 1, first paragraph, point (5), amending provision, second paragraph | | | | |
| R | 78 | Payments | deleted | |
| 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 | deleted | |
| | | 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 | | |

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| | <p>organiser or, where applicable, the retailer shall not request downpayments exceeding 25% of the total price of the package and 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..</p> | <p>of the package, the organiser or, where applicable, the retailer shall not request downpayments exceeding 25% of the total price of 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..</p> | | |
| | Article 1, first paragraph, point (6) | | | |
| 80 | (6) Article 7 is amended as follows: | (6) Article 7 is amended as follows: | (6) Article 7 is amended as follows: | |
| | Article 1, first paragraph, point (6)(-a) | | | |

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| Y | 80a | <u>(-a) paragraph 1 is replaced by the following:</u> | | |
| Article 1, first paragraph, point (6)(-b) | | | | |
| Y | 80b | <u>'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.'</u> | | |
| Article 1, first paragraph, point (6)(a) | | | | |
| 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: Text Origin: Commission Proposal |

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| Article 1, first paragraph, point (6)(a), amending provision, numbered paragraph (b) | | | | |
| 82 | (b) information: | (b) information: | (b) information: | (b) information: Text Origin: Commission Proposal |
| Article 1, first paragraph, point (6)(a), amending provision, numbered paragraph (b), point (i) | | | | |
| 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; Text Origin: Commission Proposal |
| Article 1, first paragraph, point (6)(a), amending provision, numbered paragraph (b), point (ii) | | | | |
| 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. Text Origin: Commission Proposal |
| Article 1, first paragraph, point (6)(b) | | | | |

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| G | 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: Text Origin: Commission Proposal |
| Article 1, first paragraph, point (6)(b), amending provision, numbered paragraph (2a) | | | | |
| G | 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 <u>or made available electronically at the time of its conclusion</u> . 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 <u>the</u> Annex I shall be attached to <u>the contract and made available to the traveller on a durable medium at the time of the conclusion of</u> the contract. The contract shall contain a clear reference to that information form.- Text Origin: Auxiliary 1 |
| Article 1, first paragraph, point (6c) | | | | |
| Y | 86a | <u>(6a) in Article 11, the introductory part of paragraph 2 is replaced by the following:</u> | | |
| Article 1, first paragraph, point (6a) | | | | |
| Y | 86b | <u>'2. If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of</u> | | <u>'2. If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of</u> |

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| | | <u><i>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:’</i></u> | | <u><i>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 the traveller [without undue delay] who may within a reasonable period specified by the organiser:’</i></u> Text Origin: EP Mandate |
| 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: Text Origin: Commission Proposal |
| Article 1, first paragraph, point (7)(-a) | | | | |
| R | 87a | <u><i>(-a) paragraph 1 is replaced by the following:</i></u> | | |
| Article 1, first paragraph, point (7)(-b) | | | | |
| R | 87b | <u><i>1. Member States shall ensure that the traveller may terminate the package travel</i></u> | | |

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| | | <i><u>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.'</u></i> | | |
| Article 1, first paragraph, point (7)(-c) | | | | |
| R | 87c | <i><u>(-aa) in paragraph 1, the following subparagraph is added:</u></i> | | |
| Article 1, first paragraph, point (7)(-d) | | | | |
| R | 87d | <i><u>'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 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.'</u></i> | | |
| Article 1, first paragraph, point (7)(a) | | | | |

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| 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: Text Origin: Commission Proposal |
| 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 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 | 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 <u>where it can be reasonably expected that the package travel contract will be significantly and objectively affected by</u> unavoidable and extraordinary circumstances occurring at the travel destination or its immediate vicinity, at the place of the traveller's residence or <u>traveller's</u> journey to <u>or from</u> 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 <u>performance of the package travel</u> | 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 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 <u>performance of the package travel contract will be significantly affected by unavoidable and extraordinary circumstances occurring at the place of departure, at the travel</u> | |

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| | 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. | 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. | 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) | | | | |
| Y | 89a | <u>(aa) in paragraph 3, the introductory part is replaced by the following:</u> | | |
| Article 1, first paragraph, point (7)(aa) | | | | |
| Y | 89b | <u>'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.</u> | | <u>'3. Without prejudice to Article 11, paragraphs 2 to 5, the organiser may terminate the package travel contract and provide the traveller with a full refund of any payments made for the package, but shall not be liable for additional compensation, if:'</u> Text Origin: Auxiliary 1 |

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| | | <u><i>However, the organiser shall not be liable for additional compensation, if:'</i></u> | | |
| Article 1, first paragraph, point (7)(b) | | | | |
| R | 90 (b) the following paragraph 3a is inserted: | (b) the following paragraph 3a is inserted: | <i>deleted</i> | R |
| Article 1, first paragraph, point (7)(b), amending provision, numbered paragraph (3a) | | | | |
| R | 91 <i>3a.</i> 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.. | <i>3a.</i> 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. <u><i>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</i></u> | <i>deleted</i> | R |

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| | | <u><i>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 event that he or she terminates the package travel contract.</i></u> | | |
| 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: Text Origin: Commission Proposal |
| 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 | 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 | 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 | 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 |

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| | event, not later than 14 days after the package travel contract is terminated, regardless of whether the traveller specifically asks for a refund.’ | event, not later than 14 days after the package travel contract is terminated, regardless of whether the traveller specifically asks for a refund.’ <u>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.</u> | event, not later than 14 days after the package travel contract is terminated, regardless of whether without the need for any prior request by the traveller specifically asks for a refund.’ | event, not later than 14 days after the package travel contract is terminated, regardless of whether without the need for any prior request by the traveller. <u>Where the traveller's payment details are no longer valid, the 14-day refund period shall start running as soon as the traveller specifically asks for a refund has provided the organiser with the correct payment details.’</u> Text Origin: Council Mandate |
| Article 1, first paragraph, point (7)(c), amending provision, numbered paragraph (4), second subparagraph | | | | |
| 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 | 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 | 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 | 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 |

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| | States is possible only in exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions. | States is possible only in exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions. | States is possible only in exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions. | States is possible only in exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions. Text Origin: Council Mandate |
| Article 1, first paragraph, point (8) | | | | |
| 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: Text Origin: Commission Proposal |
| Article 1, first paragraph, point (8), amending provision, first paragraph | | | | |
| 96 | Article 12a | Article 12a | Article 12a | Article 12a Text Origin: Commission Proposal |
| Article 1, first paragraph, point (8), amending provision, second paragraph | | | | |
| 97 | Vouchers | Vouchers | Vouchers | Vouchers Text Origin: Commission Proposal |
| Article 1, first paragraph, point (8), amending provision, numbered paragraph (1) | | | | |

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| G 98 | <p>1. Member States shall ensure that, where a contract is terminated pursuant to Articles 10, 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.</p> | <p>1. Member States shall ensure that, where a contract is terminated pursuant to Articles 10, 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. <u><i>The organiser may offer a voucher of a higher value than the traveller's refund right.</i></u></p> | <p>1. Member States shall ensure that, where a contract is terminated pursuant to Articles 10, 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.</p> | <p>1. Member States shall ensure that, where a contract is terminated pursuant to Articles 10, 11 or 12, the organiser may give the traveller the choice to accept a voucher <u><i>corresponding at least to the amount of the refund to</i></u> which <i>can be used for a future package</i> <u><i>the traveller is entitled (the traveller's refund right)</i></u> instead of a refund. <u><i>The organiser may offer a voucher of a higher value than the traveller's refund right.</i></u> <u><i>1a. Traveller may use the voucher for any travel service offered by the organiser and may redeem the voucher in parts.</i></u> <u><i>1b. Organisers shall not treat holders of vouchers less favourably than other travellers in relation to the booking of travel services.</i></u></p> <p>Text Origin: Auxiliary 1</p> |
| Article 1, first paragraph, point (8), amending provision, numbered paragraph (1a) | | | | |
| Y 98a | | <u><i>1a. The traveller's consent shall not be assumed. Before issuing a voucher, the organiser</i></u> | | <u><i>deleted</i></u> |

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| | | <u><i>shall always seek the express consent of the traveller.</i></u> | | |
| Article 1, first paragraph, point (8), amending provision, numbered paragraph (2) | | | | |
| 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. <u><i>When offering a voucher to the traveller and</i></u> before the traveller <u><i>expressly</i></u> accepts the voucher, the organiser shall inform the traveller clearly and prominently <u><i>on a durable medium on the following rights of travellers as laid down in this Article and on the characteristics of the voucher</i></u> <i>in writing about.</i> Text Origin: Auxiliary 1 |
| Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (a) | | | | |
| 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, Text Origin: Auxiliary 1 |
| Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (aa) | | | | |
| 100a | | <u><i>(aa) the value of the voucher;</i></u> | (aa) the value of the voucher; | <u><i>(aa) the value of the voucher;</i></u> Text Origin: Auxiliary 1 |

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| Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (ab) | | | | |
| 100b | | | (ab) the amount of the traveller's refund right and the fact that this amount is covered by the organiser's insolvency protection; | <u>(ab) the amount of the traveller's refund right and the fact that this amount is covered by the organiser's insolvency protection;</u> Text Origin: Auxiliary 1 |
| Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (ac) | | | | |
| 100c | | <u>(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;</u> | | <u>(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 protection provided for in this Directive;</u> Text Origin: Auxiliary 1 |
| Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (ad) | | | | |
| 100d | | <u>(ac) the fact that the voucher can be transferred once and without any fee;</u> | | <u>deleted</u> Text Origin: Auxiliary 1 |
| Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (b) | | | | |

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| 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 <u>and the fact that these will not change during the validity period of the voucher.</u> | (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; Text Origin: Auxiliary 1 |
| Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (ba) | | | | |
| 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 Text Origin: Auxiliary 1 |
| Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (bb) | | | | |
| 101b | | | (bb) the fact that the traveller may redeem the voucher in parts; | deleted Text Origin: Auxiliary 1 |
| Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (bc) | | | | |
| 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; Text Origin: Auxiliary 1 |

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| 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. | <u>(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 traveller's refund right within 14 days after the end of the validity period, without the need for any prior request.</u> Text Origin: Auxiliary 1 |
| 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 must provide to the organiser if a voucher is transferred. | <u>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 information which travellers must provide to the organiser for the validity of a transfer to another person, as well as the start and the end date of the validity period.</u> Text Origin: Auxiliary 1 |

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| Article 1, first paragraph, point (8), amending provision, numbered paragraph (2b) | | | | |
| G | 101f | <u>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.</u> | | <u>deleted</u> |
| Article 1, first paragraph, point (8), amending provision, numbered paragraph (3) | | | | |
| G | 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 of a higher amount <u>total value</u> . | <i>deleted</i> |
| Article 1, first paragraph, point (8), amending provision, numbered paragraph (3a) | | | | |
| Y | 102a | | 3a. 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 agreement of both parties on a durable medium. | <u>3a. Vouchers shall have a validity period of a maximum of 12 months from the day a traveller [expressly] accepts a voucher in accordance with paragraph 4. That period may be extended once for up to 12 months with the [express] agreement of both parties on a durable medium.</u> Text Origin: Auxiliary 1 |
| Article 1, first paragraph, point (8), amending provision, numbered paragraph (3b) | | | | |

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| G | 102b | <u><i>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.</i></u> | | <u><i>deleted</i></u> Text Origin: Auxiliary 1 |
| Article 1, first paragraph, point (8), amending provision, numbered paragraph (4) | | | | |
| Y | 103 | 4. Travellers shall lose their right to a refund during the validity period of the voucher <i>only if they accept after accepting the voucher instead of a refund explicitly and in writing on a durable medium.</i> The parties may at any time agree on a full <u><i>or partial</i></u> refund before a voucher is redeemed or expires. | 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 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. | 4. Travellers shall lose their right to a <u><i>The traveller's refund right shall be suspended</i></u> during the validity period of the voucher only if they accept <u><i>provided that he received the information referred to in paragraph 2 and [expressly] accepted</i></u> the voucher instead of a refund explicitly and in writing on a durable medium. The parties may at any time agree on a full <u><i>or partial</i></u> refund before a voucher is redeemed or expires. <u><i>The traveller's refund right shall expire when the voucher has been redeemed up to the level of the traveller's refund right.</i></u> Text Origin: Auxiliary 1 |
| Article 1, first paragraph, point (8), amending provision, numbered paragraph (4a) | | | | |

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| G | 103a | | 4a. The suspension of the traveller's refund right shall end: | <u>4a. The suspension of the traveller's refund right shall end:</u> Text Origin: Auxiliary 1 |
| 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; | <u>(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;</u> Text Origin: Auxiliary 1 |
| 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 | <u>(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</u> Text Origin: Council Mandate |
| Article 1, first paragraph, point (8), amending provision, numbered paragraph (4a), point (c) | | | | |
| G | 103d | | (c) in the event of the organiser's insolvency. | <u>(c) in the event of the organiser's insolvency.</u> |

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| Article 1, first paragraph, point (8), amending provision, numbered paragraph (4b) | | | | |
| 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. | <u>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.</u> Text Origin: Auxiliary 1 |
| Article 1, first paragraph, point (8), amending provision, numbered paragraph (5) | | | | |
| 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. <u>Travellers shall have the right to request a refund after the end of the validity period.</u> | <i>deleted</i> | <i>deleted</i> |
| Article 1, first paragraph, point (8), amending provision, numbered paragraph (6) | | | | |

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| 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. <u><i>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.</i></u> If the voucher is not redeemed within its validity period, the organiser shall refund the amount specified in the voucher <u>corresponding to the traveller's refund rights</u> 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. <u><i>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.</i></u> | deleted | deleted |
| Article 1, first paragraph, point (8), amending provision, numbered paragraph (7) | | | | |
| Y 106 | 7. Vouchers shall be transferable to another traveller without any additional cost. | 7. Vouchers shall be transferable to another traveller <u><i>only once</i></u> without any additional cost. <u><i>The traveller shall inform the organiser in writing of the transfer of the voucher, and shall</i></u> | 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 | 7. Vouchers <u><i>may be transferred once. Organisers may not charge any fee for the transfer. The transfer</i></u> shall be transferable to another <u><i>valid only if the</i></u> traveller without any |

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| | | <u>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.</u> | 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. | 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. <u>The organiser shall confirm the transfer of the voucher on a durable medium.</u> Commission proposal skipped 'number 6', hence discrepancy in numbering. Text Origin: Auxiliary 1 |
| 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. | <i>deleted</i> | <i>deleted</i> 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: |

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| | | | | Text Origin: Commission Proposal |
| Article 1, first paragraph, point (9), amending provision, first paragraph | | | | |
| G | 109 Article 17 | Article 17 | Article 17 | Article 17 Text Origin: Commission Proposal |
| 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 Text Origin: Commission Proposal |
| 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 | 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 | 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 | 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 . <u>Where a</u> |

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| | 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 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. | 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 <u>refund rights</u> . 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. | 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 the traveller's <u>refund right</u> . 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. | <u>traveller receives</u> 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 <u>refund right</u> . 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. Text Origin: Auxiliary 1 |
| Article 1, first paragraph, point (9), amending provision, numbered paragraph (1), second subparagraph | | | | |
| g | 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. Text Origin: Commission Proposal |
| Article 1, first paragraph, point (9), amending provision, numbered paragraph (1a) | | | | |
| g | 112a | <u>1a. Member States shall ensure that, where an organiser</u> | | <u>deleted</u> |

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| | | <u><i>becomes insolvent, travellers are informed without undue delay and through appropriate communication channels at least about the following:</i></u> | | |
| Article 1, first paragraph, point (9), amending provision, numbered paragraph (1b) | | | | |
| G | 112b | <u><i>(a) the fact of the organiser's insolvency;</i></u> | | <u><i>deleted</i></u> |
| Article 1, first paragraph, point (9), amending provision, numbered paragraph (1c) | | | | |
| G | 112c | <u><i>(b) the name and contact details of the entity providing insolvency protection; and</i></u> | | <u><i>deleted</i></u> |
| Article 1, first paragraph, point (9), amending provision, numbered paragraph (1d) | | | | |
| G | 112d | <u><i>(c) their rights in relation to packages that have already started or that can still be performed.</i></u> | | <u><i>deleted</i></u> |
| Article 1, first paragraph, point (9), amending provision, numbered paragraph (2) | | | | |
| G | 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 any payments and the completion of the packages, as well as the estimated cost for repatriations in | 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 any payments and the completion of the packages, as well as the estimated cost for repatriations in | 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 any payments and the completion of the packages, as well as the estimated cost for repatriations in |

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| | 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. | 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. | 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 coveragesecurity 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. | 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 coveragesecurity 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. Text Origin: Auxiliary 1 |
| Article 1, first paragraph, point (9), amending provision, numbered paragraph (3) | | | | |
| 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 exceptional and duly justified circumstances and shall be | 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 exceptional and duly justified circumstances and shall be | 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 exceptional and duly justified circumstances and shall be | 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 possible only in exceptional and duly justified circumstances and |

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| | conditional on approval under the Union State aid provisions. | conditional on approval under the Union State aid provisions. | conditional on approval under the Union State aid provisions. solutions. | shall be conditional on approval under the Union State aid provisions. Text Origin: Auxiliary 1 |
| Article 1, first paragraph, point (9), amending provision, numbered paragraph (4) | | | | |
| 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. | 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. Text Origin: Auxiliary 1 |
| Article 1, first paragraph, point (9), amending provision, numbered paragraph (5) | | | | |
| 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. | 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. Text Origin: Auxiliary 1 |

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| Article 1, first paragraph, point (9), amending provision, numbered paragraph (6) | | | | | |
| 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. <u>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.</u> | 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. | |
| 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: | <u>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:</u> Text Origin: Auxiliary 1 | |
| Article 1, first paragraph, point (9), amending provision, numbered paragraph (6a), point (a) | | | | | |

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| G | 117b | | (a) the fact of the organiser's insolvency; | <u>(a) the fact of the organiser's insolvency;</u> Text Origin: Auxiliary 1 |
| Article 1, first paragraph, point (9), amending provision, numbered paragraph (6a), point (b) | | | | |
| G | 117c | | (b) the name and contact details of the entity providing insolvency protection; | <u>(b) the name and contact details of the entity providing insolvency protection;</u> Text Origin: Auxiliary 1 |
| Article 1, first paragraph, point (9), amending provision, numbered paragraph (6a), point (c) | | | | |
| G | 117d | | (c) their rights in relation to packages that have already started or that can still be performed. | <u>(c) their rights in relation to packages that have already started or that can still be performed.</u> Text Origin: Auxiliary 1 |
| Article 1, first paragraph, point (9), amending provision, numbered paragraph (7) | | | | |
| G | 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).. |

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| | | | | Text Origin: Auxiliary 1 |
| Article 1, first paragraph, point (10) | | | | |
| Y | 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: | Y |
| Article 1, first paragraph, point (10)(a) | | | | |
| Y | 119a | | (a) paragraph 2 is replaced by the following: | Y |
| Article 1, first paragraph, point (10), amending provision, numbered paragraph (2) | | | | |
| Y | 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 contact points to all other Member States and the Commission. | 2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers 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 States and the Commission. <u>Each Member State shall create an</u> | 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 States and the Commission. | Y |

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| | | | | <u>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.</u> | | | | |
| Article 1, first paragraph, point (10), amending provision | | | | | | | | |
| Y | | 120a | | | | (b) paragraph 3 is replaced by the following: | | Y |
| Article 1, first paragraph, point (10)(b), amending provision, numbered paragraph (3) | | | | | | | | |
| Y | | 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 | | Y |
| | | | | | | | <u>Article 17(7) (new):</u> <u>7. Each Member State shall ensure that online inventories listing all organisers that are established in its territory and covered by insolvency protection under the national provisions transposing this Directive are publicly accessible and kept up to</u> | |

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| | | | <p>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.</p> | <p><u><i>date. The information displayed in the inventories shall include the insolvency protection body or bodies granting insolvency protection for the relevant organiser, including the insolvency body's or bodies' contact details.</i></u></p> <p><u><i>Member States shall share with the Commission the links to the websites of their inventories when they notify the national measures transposing Directive (EU) [...] and shall communicate any changes to these links to the Commission without delay. The Commission shall make publicly available on its website a list of the links which it receives from the Member States and shall update that list as soon as a Member State communicates a new link to the Commission.</i></u></p> <p><u><i>Article 18(3):</i></u> <u><i>3. The central contact points shall make available to each other all necessary information on their national insolvency protection requirements and the insolvency</i></u></p> |

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| | | | | <u>protection for specific organisers established in their territory.</u> |
| Article 1, first paragraph, point (11) | | | | |
| 121 | (11) Article 19 is replaced by the following: | (11) Article 19 is replaced by the following: <u>Chapter VI is deleted.</u> | (11) Article 19 is replaced by the following: deleted | (11) Article 19 is replaced by the following: <u>Chapter VI is deleted.</u> Text Origin: EP Mandate |
| Article 1, first paragraph, point (11), amending provision, first paragraph | | | | |
| 122 | Article 19 | <i>deleted</i> | <i>deleted</i> | <i>deleted</i> |
| Article 1, first paragraph, point (11), amending provision, second paragraph | | | | |
| 123 | Insolvency protection and information requirements for linked travel arrangements | <i>deleted</i> | <i>deleted</i> | <i>deleted</i> |
| Article 1, first paragraph, point (11), amending provision, numbered paragraph (1) | | | | |
| 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 | <i>deleted</i> | <i>deleted</i> | <i>deleted</i> |

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| | receive from travellers. If such traders are responsible for the traveller's return journey, the 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. | | | |
| <i>Article 1, first paragraph, point (11), amending provision, numbered paragraph (2)</i> | | | | |
| 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. | <i>deleted</i> | <i>deleted</i> | <i>deleted</i> |
| <i>Article 1, first paragraph, point (11), amending provision, numbered paragraph (3)</i> | | | | |
| 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 to the travel services included in the linked travel arrangement. | <i>deleted</i> | <i>deleted</i> | <i>deleted</i> |

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| <i>Article 1, first paragraph, point (11), amending provision, numbered paragraph (4)</i> | | | | |
| 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. | <i>deleted</i> | <i>deleted</i> | <i>deleted</i> |
| <i>Article 1, first paragraph, point (11a)</i> | | | | |
| 127a | | <u><i>(11a) in Article 21, the first paragraph is replaced by the following:</i></u> | | <u><i>(11a) in Article 21, the first paragraph is replaced by the following:</i></u> Text Origin: EP Mandate |
| <i>Article 1, first paragraph, point (11b)</i> | | | | |
| 127b | | <u><i>"Member States shall ensure that a trader is liable for any errors due to technical defects in the booking system which are attributable to him and, where the trader has agreed to arrange the booking of a package, for the errors made during the booking process."</i></u> | | <u><i>"Member States shall ensure that a trader is liable for any errors due to technical defects in the booking system which are attributable to him and, where the trader has agreed to arrange the booking of a package, for the errors made during the booking process."</i></u> Text Origin: EP Mandate |

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| 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: | (12) Article 22 is replaced by the following: Text Origin: Commission Proposal |
| Article 1, first paragraph, point (12), amending provision, first paragraph | | | | |
| 129 | Article 22 | Article 22 | Article 22 | Article 22 Text Origin: Commission Proposal |
| 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 | Right of redress and refund rights of organisers Text Origin: Commission Proposal |
| 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 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 | (1) In cases where an organiser or, in accordance with the second subparagraph of Article 13(1) or Article 20, a retailer pays compensation, grants price reduction or meets the other obligations incumbent on him under this Directive, Member States shall ensure that the organiser or retailer has the right | (1) In cases where an organiser or, in accordance with the second subparagraph of Article 13(1) or Article 20, a retailer pays compensation, grants price reduction or meets the other obligations incumbent on him under this Directive, Member States shall ensure that the organiser or retailer has the right | (1) In cases where an organiser or, in accordance with the second subparagraph of Article 13(1) or Article 20, a retailer pays compensation, grants price reduction or meets the other obligations incumbent on him under this Directive, Member States shall ensure that the organiser or retailer has the right |

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| | to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations. | to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations. | to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations. | to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations. Text Origin: Commission Proposal |
| Article 1, first paragraph, point (12), amending provision, numbered paragraph (2) | | | | |
| 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. | (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. Text Origin: Commission Proposal |
| Article 1, first paragraph, point (12a) | | | | |
| 132a | | <u><i>(12a) Article 23(1) is replaced by the following:</i></u> | (12a) In Article 23 paragraph 1 is replaced by the following: | <u><i>(12a) Article 23(1) is replaced by the following:</i></u> |

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| | | | | Text Origin: EP Mandate |
| Article 1, first paragraph, point (12a), amending provision, numbered paragraph (1) | | | | |
| G | 132b | <p><u>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.</u></p> | <p>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.</p> | <p><u>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.</u></p> <p>Text Origin: EP Mandate</p> |
| Article 1, first paragraph, point (12b) | | | | |
| R | 132c | | <u>(12b) in Article 24, the following paragraphs are added:</u> | |
| Article 1, first paragraph, point (12c) | | | | |
| R | 132d | | <u>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</u> | |

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| | | <u><i>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).</i></u> | | |
| Article 1, first paragraph, point (12d) | | | | |
| R | 132e | <u><i>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, 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.</i></u> | | |
| Article 1, first paragraph, point (12e) | | | | |
| R | 132f | <u><i>1c. Details of the complaint-handling procedure shall be made available on the</i></u> | | |

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| | | <u>website of the organisers and retailers offering services covered by this Directive.</u> | | |
| | Article 1, first paragraph, point (12f) | | | |
| R | 132g | <u>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 resolution in accordance with Article 26a, or to seek redress through court proceedings, subject to periods of limitation in accordance with national law.</u> | | R |
| | Article 1, first paragraph, point (12g) | | | |
| R | 132h | <u>(12c) Article 25 is replaced by the following:</u> | | R |
| | Article 1, first paragraph, point (12h) | | | |
| R | 132i | <u>‘Article 25</u> | | R |
| | Article 1, first paragraph, point (12i) | | | |
| R | 132j | <u>Penalties</u> | | R |
| | Article 1, first paragraph, point (12j) | | | |
| R | 132k | <u>Member States shall lay down the rules on penalties applicable to infringements of national provisions adopted pursuant to this Directive and</u> | | R |

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| | | <u>shall take all measures necessary to ensure that they are 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.'</u> | | |
| | Article 1, first paragraph, point (12k) | | | |
| R | 132l | <u>(12d) the following Article is inserted:</u> | | R |
| | Article 1, first paragraph, point (12l) | | | |
| R | 132m | <u>'Article 26a</u> | | R |
| | Article 1, first paragraph, point (12m) | | | |
| R | 132n | <u>Alternative dispute resolution mechanism</u> | | R |
| | Article 1, first paragraph, point (12n) | | | |
| R | 132o | <u>Organisers, retailers, intermediaries and other actors falling within the scope of this Directive may participate in</u> | | R |

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| | | <u>alternative dispute resolution procedures.</u> | | |
| Article 1, first paragraph, point (13) | | | | |
| 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. | (13) Annex I is replaced by the text in <u>the</u> Annex I to this Directive. Text Origin: Council Mandate |
| Article 1, first paragraph, point (14) | | | | |
| 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 <u>deleted</u> . | (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 <u>deleted</u> . Text Origin: EP Mandate |
| Article 2 | | | | |
| 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 | Article 2 Reporting by the Commission and review Text Origin: Commission Proposal |
| Article 2, first paragraph | | | | |
| 136 | By [5 years after the entry into force of this Directive], the Commission shall submit to the European Parliament and to the | By [5 years after the entry into force of this Directive], the Commission shall submit to the European Parliament and to the | By [5 years after the entry into force of this Directive], the Commission shall submit to the European Parliament and to the | By [5 years after the entry into force of this Directive], the Commission shall submit to the European Parliament and to the |

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| | 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. | 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. | 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. | 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. Text Origin: Commission Proposal |
| 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. | The report shall be accompanied, where necessary, by legislative proposals. Text Origin: Commission Proposal |
| Article 3 | | | | |
| G | 138 Article 3 Transposition | Article 3 Transposition | Article 3 Transposition | Article 3 Transposition Text Origin: Commission Proposal |
| Article 3(1), first subparagraph | | | | |
| R | 139 1. Member States shall adopt and publish, by [18 months 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 | 1. Member States shall adopt and publish, by [18 24 months 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 | 1. Member States shall adopt and publish, by [18 30 months 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 | |

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| | forthwith communicate to the Commission the text of those provisions. | forthwith communicate to the Commission the text of those provisions. | forthwith communicate to the Commission the text of those provisions. | |
| Article 3(1), second subparagraph | | | | |
| 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]. | They shall apply those provisions from [6 months after the transposition deadline]. Text Origin: Commission Proposal |
| Article 3(1), third subparagraph | | | | |
| 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. | 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. Text Origin: Commission Proposal |
| Article 3(2) | | | | |
| 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. | 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. |

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| | | | | Text Origin: Commission Proposal |
| Article 4 | | | | |
| 143 | Article 4 Entry into force | Article 4 Entry into force | Article 4 Entry into force | Article 4 Entry into force Text Origin: Commission Proposal |
| Article 4, first paragraph | | | | |
| 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. | This Directive shall enter into force on the twentieth day following that of its publication in the Official Journal of the European Union. Text Origin: Commission Proposal |
| Article 5 | | | | |
| 145 | Article 5 Addressees | Article 5 Addressees | Article 5 Addressees | Article 5 Addressees Text Origin: Commission Proposal |
| Article 5, first paragraph | | | | |
| 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. | This Directive is addressed to the Member States. |

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| | | | | Text Origin: Commission Proposal |
| Formula | | | | |
| 147 | Done at Brussels, | Done at Brussels, | Done at Brussels, | Done at Brussels, Text Origin: Commission Proposal |
| Formula | | | | |
| 148 | For the European Parliament | For the European Parliament | For the European Parliament | For the European Parliament Text Origin: Commission Proposal |
| Formula | | | | |
| 149 | The President | The President | The President | The President Text Origin: Commission Proposal |
| Formula | | | | |
| 150 | For the Council | For the Council | For the Council | For the Council Text Origin: Commission Proposal |
| Formula | | | | |
| 151 | The President | The President | The President | The President |

| | CLEAN Commission Proposal | vs.EC EP Mandate | vs.EC Council Mandate | vs.EC Draft Agreement |
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| | | | | Text Origin: Commission Proposal |
| Annex I | | | | |
| 152 | Annex I | Annex I | Annex I | Annex I Text Origin: Commission Proposal |
| Annex I, Part I | | | | |
| 153 | Part I Part A | Part I Part A | Part I Part A | Part I Part A Text Origin: Commission Proposal |
| 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 | Standard information form for package travel contracts where the use of hyperlinks is possible Text Origin: Commission Proposal |
| Annex I, Table 1 | | | | |
| 155 | Table 1 | Table 1 | Table 1 | Table 1 Text Origin: Commission Proposal |
| 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: | Following the hyperlink, the traveller will receive the following information: |

| | CLEAN Commission Proposal | VS.EC EP Mandate | VSEEC Council Mandate | VS.EC Draft Agreement |
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| | | | | Text Origin: Commission Proposal |
| Annex I, third paragraph | | | | |
| G 157 | Key rights under Directive (EU) 2015/2302 | Key rights under Directive (EU) 2015/2302 | Key rights under Directive (EU) 2015/2302 | Key rights under Directive (EU) 2015/2302 Text Origin: Commission Proposal |
| Annex I, fourth paragraph | | | | |
| G 158 | Information | Information | Information | Information Text Origin: Commission Proposal |
| Annex I, fifth paragraph | | | | |
| G 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. | - Travellers will receive all essential information about the package before concluding the package travel contract. Text Origin: Commission Proposal |
| Annex I, sixth paragraph | | | | |
| G 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 | - 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 | - 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 | - 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 |

| | CLEAN Commission Proposal | VS.EC EP Mandate | VS.EC Council Mandate | VS.EC Draft Agreement |
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| | 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. | 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. | 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. | 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. Text Origin: Council Mandate |
| 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). | - After concluding a package travel contract travellers will receive the contract on a durable medium (for example, on paper or per e-mail). Text Origin: Commission Proposal |
| Annex I, eighth paragraph | | | | |
| 162 | Liable trader and contact points | Liable trader and contact points | Liable trader and contact points | Liable trader and contact points Text Origin: Commission Proposal |
| Annex I, ninth paragraph | | | | |

| | CLEAN Commission Proposal | VS.EC EP Mandate | VS.EC Council Mandate | VS.EC Draft Agreement |
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| 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. | - 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. Text Origin: Commission Proposal |
| Annex I, tenth paragraph | | | | |
| 164 | - 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. | - 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. Text Origin: Commission Proposal |
| Annex I, eleventh paragraph | | | | |
| 165 | - Travellers will be given an emergency telephone number or details of a contact point where | - Travellers will be given an emergency telephone number or details of a contact point where | - Travellers will be given an emergency telephone number or details of a contact point where | - Travellers will be given an emergency telephone number or details of a contact point where |

| | CLEAN Commission Proposal | VS.EC EP Mandate | VS.EC Council Mandate | VS.EC Draft Agreement |
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| | they can get in touch with the organiser or the retailer (travel agent) while they are on their trip or holiday. | they can get in touch with the organiser or the retailer (travel agent) while they are on their trip or holiday. | they can get in touch with the organiser or the retailer (travel agent) while they are on their trip or holiday. | they can get in touch with the organiser or the retailer (travel agent) while they are on their trip or holiday. Text Origin: Commission Proposal |
| Annex I, twelfth paragraph | | | | |
| 166 | Transfer of the contract | Transfer of the contract | Transfer of the contract | Transfer of the contract Text Origin: Commission Proposal |
| Annex I, thirteenth paragraph | | | | |
| 167 | - 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. | - 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. Text Origin: Commission Proposal |
| Annex I, fourteenth paragraph | | | | |
| 168 | Price increases | Price increases | Price increases | Price increases Text Origin: Commission Proposal |
| Annex I, fifteenth paragraph | | | | |

| | CLEAN Commission Proposal | VS.EC EP Mandate | VS.EC Council Mandate | VS.EC Draft Agreement |
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| 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. | - 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. Text Origin: Commission Proposal |
| Annex I, sixteenth paragraph | | | | |
| 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 | Termination of the contract before the start of a package Text Origin: Commission Proposal |
| 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 | - 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 |

| | CLEAN Commission Proposal | VS.EC EP Mandate | VS.EC Council Mandate | VS.EC Draft Agreement |
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| | 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. | package are changed significantly or if there is a price increase exceeding 8% of the price of the package. Text Origin: Commission Proposal |
| 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. | - 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. Text Origin: Commission Proposal |
| Annex I, nineteenth paragraph | | | | |
| 173 | - 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. | - 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. |

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| | | | | Text Origin: Commission Proposal |
| 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. | - 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. Text Origin: Commission Proposal |
| Annex I, twenty-first paragraph | | | | |
| 175 | Refunds | Refunds | Refunds | Refunds Text Origin: Commission Proposal |
| Annex I, twenty-second paragraph | | | | |
| 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 | - 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 | - 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 | - 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 |

| | CLEAN Commission Proposal | VS.EC EP Mandate | VS.EC Council Mandate | VS.EC Draft Agreement |
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| | 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. | 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. | 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. | 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. Text Origin: Commission Proposal |
| 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. | - 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. Text Origin: Council Mandate |
| Annex I, twenty-fourth paragraph | | | | |
| 178 | Problems during the trip or holiday | Problems during the trip or holiday | Problems during the trip or holiday | Problems during the trip or holiday Text Origin: Commission Proposal |
| Annex I, twenty-fifth paragraph | | | | |

| | CLEAN Commission Proposal | VS.EC EP Mandate | VS.EC Council Mandate | VS.EC Draft Agreement |
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| 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. | - The organiser is obliged to remedy problems occurring during the performance of the package. Travellers must inform the organiser of problems they encounter. Text Origin: Commission Proposal |
| 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. | - 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. Text Origin: Commission Proposal |
| Annex I, twenty-seventh paragraph | | | | |
| 181 | - Travellers are also entitled to a price reduction and/or compensation for damages where | - Travellers are also entitled to a price reduction and/or compensation for damages where | - Travellers are also entitled to a price reduction and/or compensation for damages where | - Travellers are also entitled to a price reduction and/or compensation for damages where |

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| | the travel services are not performed or are improperly performed under the conditions set out in Directive (EU) 2015/2302. | the travel services are not performed or are improperly performed under the conditions set out in Directive (EU) 2015/2302. | the travel services are not performed or are improperly performed under the conditions set out in Directive (EU) 2015/2302. | the travel services are not performed or are improperly performed under the conditions set out in Directive (EU) 2015/2302. Text Origin: Commission Proposal |
| 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. | - 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. Text Origin: Commission Proposal |
| Annex I, twenty-ninth paragraph | | | | |
| 183 | Insolvency protection | Insolvency protection | Insolvency protection | Insolvency protection Text Origin: Commission Proposal |
| Annex I, thirtieth paragraph | | | | |
| 184 | - If the organiser becomes insolvent, travellers' payments will be refunded. In some Member States there is also insolvency | - If the organiser becomes insolvent, travellers' payments will be refunded. In some Member States there is also insolvency | - If the organiser becomes insolvent, travellers' payments will be refunded. In some Member States there is also insolvency | - If the organiser becomes insolvent, travellers' payments will be refunded. In some Member States there is also insolvency |

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| | protection for payments to retailers. If the organiser or, where 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. | protection for payments to retailers. If the organiser or, where 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. | protection for payments to retailers. If the organiser or, where 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. | protection for payments to retailers. If the organiser or, where 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. Text Origin: Commission Proposal |
| Annex I, Part II | | | | |
| 6 | 184a | | Directive (EU) 2015/2302 as transposed into national law (hyperlink) | <u>Directive (EU) 2015/2302 as transposed into national law (hyperlink)</u> Text Origin: Council Mandate |
| Annex I, Part II | | | | |

| | CLEAN Commission Proposal | VS.EC EP Mandate | VS.EC Council Mandate | VS.EC Draft Agreement |
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| 185 | Part II Part B | Part II Part B | Part II Part B | Part II Part B Text Origin: Commission Proposal |
| 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 | Standard information form for package travel contracts in situations other than those covered by Part A Text Origin: Commission Proposal |
| Annex I, Table 2 | | | | |
| 187 | Table 2 | Table 2 | Table 2 | Table 2 Text Origin: Commission Proposal |
| 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 | Key rights under Directive (EU) 2015/2302 Text Origin: Commission Proposal |
| Annex I, thirty-third paragraph | | | | |
| 189 | Information | Information | Information | Information Text Origin: Commission Proposal |

| | CLEAN Commission Proposal | VS.EC EP Mandate | VSEEC Council Mandate | VS.EC Draft Agreement |
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| 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. | - Travellers will receive all essential information about the package before concluding the package travel contract. Text Origin: Commission Proposal |
| 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. | - This includes information on the price and on the payments due at the time of booking. <i>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.</i> Text Origin: Council Mandate |
| Annex I, thirty-sixth paragraph | | | | |
| 192 | - After concluding a package travel contract travellers | - After concluding a package travel contract travellers | - After concluding a package travel contract travellers | - After concluding a package travel contract travellers |

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| | will receive the contract on a durable medium (for example, on paper or per e-mail). | will receive the contract on a durable medium (for example, on paper or per e-mail). | will receive the contract on a durable medium (for example, on paper or per e-mail). | will receive the contract on a durable medium (for example, on paper or per e-mail). Text Origin: Commission Proposal |
| Annex I, thirty-seventh paragraph | | | | |
| G 193 | Liable trader and contact points | Liable trader and contact points | Liable trader and contact points | Liable trader and contact points Text Origin: Commission Proposal |
| Annex I, thirty-eighth paragraph | | | | |
| G 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. | - 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. Text Origin: Commission Proposal |
| Annex I, thirty-ninth paragraph | | | | |
| G 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 | - Where a package is sold via a retailer, travellers can always also contact the retailer if there are any problems or to pass messages | - Where a package is sold via a retailer, travellers can always also contact the retailer if there are any problems or to pass messages | - Where a package is sold via a retailer, travellers can always also contact the retailer if there are any problems or to pass messages |

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| | 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. | 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. | 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. | 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. Text Origin: Commission Proposal |
| Annex I, fortieth paragraph | | | | |
| 196 | - 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. | - 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. Text Origin: Commission Proposal |
| Annex I, forty-first paragraph | | | | |
| 197 | Transfer of the contract | Transfer of the contract | Transfer of the contract | Transfer of the contract Text Origin: Commission Proposal |
| Annex I, forty-second paragraph | | | | |
| 198 | - Travellers may transfer the package to another person, possibly subject to a fee. The | - Travellers may transfer the package to another person, possibly subject to a fee. The | - Travellers may transfer the package to another person, possibly subject to a fee. The | - Travellers may transfer the package to another person, possibly subject to a fee. The |

| | CLEAN Commission Proposal | VS.EC EP Mandate | VS.EC Council Mandate | VS.EC Draft Agreement |
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| | traveller must give reasonable notice to the organiser or, where applicable, to the retailer. | traveller must give reasonable notice to the organiser or, where applicable, to the retailer. | traveller must give reasonable notice to the organiser or, where applicable, to the retailer. | traveller must give reasonable notice to the organiser or, where applicable, to the retailer. Text Origin: Commission Proposal |
| Annex I, forty-third paragraph | | | | |
| G 199 | Price increases | Price increases | Price increases | Price increases Text Origin: Commission Proposal |
| Annex I, forty-fourth paragraph | | | | |
| G 200 | - 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. 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 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. | - 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. 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 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. Text Origin: Commission Proposal |
| Annex I, forty-fifth paragraph | | | | |

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| 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 | Termination of the contract before the start of a package Text Origin: Commission Proposal |
| 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. | - 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. Text Origin: Commission Proposal |
| 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. | - 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. Text Origin: Commission Proposal |
| Annex I, forty-eighth paragraph | | | | |

| | CLEAN Commission Proposal | VS.EC EP Mandate | VS.EC Council Mandate | VS.EC Draft Agreement |
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| 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. | - 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. Text Origin: Commission Proposal |
| Annex I, forty-ninth paragraph | | | | |
| 205 | - 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. | - 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. Text Origin: Commission Proposal |
| Annex I, fiftieth paragraph | | | | |

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| 206 | Refunds | Refunds | Refunds | Refunds Text Origin: Commission Proposal |
| 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. | - 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. Text Origin: Commission Proposal |
| Annex I, fifty-second paragraph | | | | |
| 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. | - 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. |

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| | | | | Text Origin: Council Mandate |
| Annex I, fifty-third paragraph | | | | |
| 209 | Problems during the trip or holiday | Problems during the trip or holiday | Problems during the trip or holiday | Text Origin: Commission Proposal |
| 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. | - The organiser is obliged to remedy problems occurring during the performance of the package. Travellers must inform the organiser of problems they encounter. Text Origin: Commission Proposal |
| Annex I, fifty-fifth paragraph | | | | |
| 211 | - 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 | - 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 | - 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 | - 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 |

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| | affects the performance of the package, and the organiser fails to remedy the problem. | affects the performance of the package, and the organiser fails to remedy the problem. | affects the performance of the package, and the organiser fails to remedy the problem. | affects the performance of the package, and the organiser fails to remedy the problem. Text Origin: Commission Proposal |
| 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. | - Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed. Text Origin: Commission Proposal |
| 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. | - 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. Text Origin: Commission Proposal |
| Annex I, fifty-eighth paragraph | | | | |

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| 214 | Insolvency protection | Insolvency protection | Insolvency protection | Insolvency protection Text Origin: Commission Proposal |
| 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. | - 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. |

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| Annex I, sixtieth paragraph | | | | |
| G 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.) | (Website where Directive (EU) 2015/2302 as transposed into national law can be found.) Text Origin: Commission Proposal |
| Annex I, Part III | | | | |
| G 217 | Part III Part C | Part III Part C | Part III Part C | Part III Part C Text Origin: Commission Proposal |
| Annex I, sixty-first paragraph | | | | |
| G 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) | Standard information form where the organiser transmits data to another trader in accordance with Article 3, point 2(b)(v) Text Origin: Commission Proposal |
| Annex I, Table 3 | | | | |
| G 219 | Table 3 | Table 3 | Table 3 | Table 3 Text Origin: Commission Proposal |
| Annex I, sixty-second paragraph | | | | |

| | CLEAN Commission Proposal | VS.EC EP Mandate | VS.EC Council Mandate | VS.EC Draft Agreement |
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| 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: | Following the hyperlink the traveller will receive the following information: Text Origin: Commission Proposal |
| 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 | Key rights under Directive (EU) 2015/2302 Text Origin: Commission Proposal |
| Annex I, sixty-fourth paragraph | | | | |
| 222 | Information | Information | Information | Information Text Origin: Commission Proposal |
| 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. | - Travellers will receive all essential information about the package before concluding the package travel contract. Text Origin: Commission Proposal |
| Annex I, sixty-sixth paragraph | | | | |
| 224 | - This includes information on the price and on the payments | - This includes information on the price and on the payments | - This includes information on the price and on the payments | - This includes information on the price and on the payments |

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| | 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. | 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. | 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. | 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. Text Origin: Council Mandate |
| 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). | - After concluding a package travel contract travellers will receive the contract on a durable medium (for example, on paper or per e-mail). Text Origin: Commission Proposal |
| Annex I, sixty-eighth paragraph | | | | |
| 226 | Liable trader and contact points | Liable trader and contact points | Liable trader and contact points | Liable trader and contact points Text Origin: Commission Proposal |

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| 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. 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 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' 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' 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' contact details. Text Origin: Commission Proposal |
| 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. | - 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. Text Origin: Commission Proposal |
| Annex I, seventy-first paragraph | | | | |
| 229 | Transfer of the contract | Transfer of the contract | Transfer of the contract | Transfer of the contract Text Origin: Commission Proposal |
| Annex I, seventy-second paragraph | | | | |

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| 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. | - 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. Text Origin: Commission Proposal |
| Annex I, seventy-third paragraph | | | | |
| 231 | Price increases | Price increases | Price increases | Price increases Text Origin: Commission Proposal |
| 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. | - 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. |

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| 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 | Termination of the contract before the start of a package Text Origin: Commission Proposal |
| 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 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. | - 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. Text Origin: Commission Proposal |
| 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. | - 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. |

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| Annex I, seventy-eighth paragraph | | | | |
| 6 | 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. | - 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. Text Origin: Commission Proposal |
| Annex I, seventy-ninth paragraph | | | | |
| 6 | 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. | - 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. |

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| Annex I, eightieth paragraph | | | | |
| 238 | Refunds | Refunds | Refunds | Text Origin: Commission Proposal |
| 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 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. | - 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. Text Origin: Commission Proposal |
| 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 | - Where the organiser offers a voucher to be used for a future trip instead of a refund within 14 days, travellers will receive | - Where the organiser offers a voucher to be used for a future trip any travel service offered by the organiser instead of a refund | - Where the organiser offers a voucher to be used for a future any travel service offered by the organiser instead of a refund |

| | CLEAN Commission Proposal | VS.EC EP Mandate | VS.EC Council Mandate | VS.EC Draft Agreement |
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| | information on their rights in relation to the voucher and may choose to accept it or not. | information on their rights in relation to the voucher and may choose to accept it or not. | within 14 days, travellers will receive information on their rights in relation to the voucher and may choose to accept it or not. | within 14 days, travellers will receive information on their rights in relation to the voucher and may choose to accept it or not. Text Origin: Council Mandate |
| Annex I, eighty-third paragraph | | | | |
| 241 | Problems during the trip or holiday | Problems during the trip or holiday | Problems during the trip or holiday | Problems during the trip or holiday Text Origin: Commission Proposal |
| 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. | - The organiser is obliged to remedy problems occurring during the performance of the package. Travellers must inform the organiser of problems they encounter. Text Origin: Commission Proposal |
| 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 | - If significant elements of the package cannot be provided as agreed, the organiser must offer suitable alternative arrangements at no extra cost. Travellers may | - If significant elements of the package cannot be provided as agreed, the organiser must offer suitable alternative arrangements at no extra cost. Travellers may | - If significant elements of the package cannot be provided as agreed, the organiser must offer suitable alternative arrangements at no extra cost. Travellers may |

| | CLEAN Commission Proposal | VS.EC EP Mandate | VS.EC Council Mandate | VS.EC Draft Agreement |
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| | 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. | 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. | 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. | 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. Text Origin: Commission Proposal |
| 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. | - 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. Text Origin: Commission Proposal |
| Annex I, eighty-seventh paragraph | | | | |
| 245 | - 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. | - 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. |

| | CLEAN Commission Proposal | VS.EC EP Mandate | VSEEC Council Mandate | VS.EC Draft Agreement |
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| | | | | Text Origin: Commission Proposal |
| Annex I, eighty-eighth paragraph | | | | |
| 246 | Insolvency protection | Insolvency protection | Insolvency protection | Text Origin: Commission Proposal |
| 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 this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and | - 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 | - 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 | - 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 |

| | CLEAN Commission Proposal | VS.EC EP Mandate | VS.EC Council Mandate | VS.EC Draft Agreement |
|------------------------------|--|--|--|---|
| | telephone number) if services are denied because of XY's insolvency. | telephone number) if services are denied because of XY's insolvency. | telephone number) if services are denied because of XY's insolvency. | telephone number) if services are denied because of XY's insolvency. Text Origin: Commission Proposal |
| Annex I, ninetieth paragraph | | | | |
| G 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) | Directive (EU) 2015/2302 as transposed into national law (hyperlink) Text Origin: Commission Proposal |
| Annex II | | | | |
| G 249 | Annex II | <i>deleted</i> | <i>deleted</i> | <i>deleted</i> |
| Annex II, Part I | | | | |
| G 250 | Part I Part A | <i>deleted</i> | <i>deleted</i> | <i>deleted</i> |
| Annex II, first paragraph | | | | |
| G 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 | <i>deleted</i> | <i>deleted</i> | <i>deleted</i> |

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| <i>Annex II, Table 4</i> | | | | |
| G 252 | <i>Table 4</i> | <i>deleted</i> | <i>deleted</i> | <i>deleted</i> |
| <i>Annex II, second paragraph</i> | | | | |
| G 253 | Following the hyperlink the traveller will receive the following information: | <i>deleted</i> | <i>deleted</i> | <i>deleted</i> |
| <i>Annex II, second paragraph, Table 5</i> | | | | |
| G 254 | <i>Table 5</i> | <i>deleted</i> | <i>deleted</i> | <i>deleted</i> |
| <i>Annex II, Part II</i> | | | | |
| G 255 | <i>Part II Part B</i> | <i>deleted</i> | <i>deleted</i> | <i>deleted</i> |
| <i>Annex II, third paragraph</i> | | | | |
| G 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 | <i>deleted</i> | <i>deleted</i> | <i>deleted</i> |
| <i>Annex II, Table 6</i> | | | | |
| G 257 | <i>Table 6</i> | <i>deleted</i> | <i>deleted</i> | <i>deleted</i> |

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

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.

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.

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.

Draft Agreement 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.

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.

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

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.

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

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.

Draft Agreement Table 2

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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.

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).

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).

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).

Draft Agreement 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).

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)

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](#))

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)

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](#))
