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NOTE

From: General Secretariat of the Council
To: Delegations

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

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.

	CLEAN Commission Proposal	vs.EC EP Mandate	vs.EC Council Mandate	vs.EC Draft Agreement
Formula				
1	2023/0435 (COD)	2023/0435 (COD)	2023/0435 (COD)	2023/0435 (COD)
Document Stage				
2	Proposal for a	Proposal for a	Proposal for a	Proposal for a
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
Document Purpose				
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
EEA Relevance				
5	(Text with EEA relevance)	(Text with EEA relevance)	(Text with EEA relevance)	(Text with EEA relevance)
Formula				
6	THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,	THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,	THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,	THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,

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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,
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,
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,
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. .
Citation 5				
11	Having regard to the opinion of the Committee of the Regions ¹ , 1. OJ C , , p. .	Having regard to the opinion of the Committee of the Regions ¹ , 1. OJ C , , p. .	Having regard to the opinion of the Committee of the Regions ¹ , 1. OJ C , , p. .	Having regard to the opinion of the Committee of the Regions ¹ , 1. OJ C , , p. .
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,
Formula				

	CLEAN Commission Proposal	VS.EC EP Mandate	VSEEC Council Mandate	VS.EC Draft Agreement
13	Whereas:	Whereas:	Whereas:	Whereas:
Recital 1				
14	<p>(1) Directive (EU) 2015/2302 of the European Parliament and of the Council¹ 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/EEC² or which were in a legal grey area, and strengthened the rights of travellers in different respects. At the same time, it aimed to ensure fairer competition between the different types of travel businesses 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</p>	<p>(1) Directive (EU) 2015/2302 of the European Parliament and of the Council¹ 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/EEC² or which were in a legal grey area, and strengthened the rights of travellers in different respects. At the same time, it aimed to ensure fairer competition between the different types of travel businesses 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</p>	<p>(1) Directive (EU) 2015/2302 of the European Parliament and of the Council¹ 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/EEC² or which were in a legal grey area, and strengthened the rights of travellers in different respects. At the same time, it aimed to ensure fairer competition between the different types of travel businesses 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</p>	<p>(1) Directive (EU) 2015/2302 of the European Parliament and of the Council¹ 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/EEC² or which were in a legal grey area, and strengthened the rights of travellers in different respects. At the same time, it aimed to ensure fairer competition between the different types of travel businesses 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</p>

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	Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11.12.2015, p. 1). 2. Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours (OJ L 158, 23.6.1990, p. 59).	Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11.12.2015, p. 1). 2. Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours (OJ L 158, 23.6.1990, p. 59).	Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11.12.2015, p. 1). 2. Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours (OJ L 158, 23.6.1990, p. 59).	Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11.12.2015, p. 1). 2. Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours (OJ L 158, 23.6.1990, p. 59).
Recital 2				
15	(2) In order to pursue those objectives, Directive (EU) 2015/2302 broadened the 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	(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</i>	(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	(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’, <i>which encompassed bookings carried out at one point of sale and bookings at different points of sale which a trader</i>


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	<p>‘facilitates in a targeted manner’. Linked travel arrangements are largely treated like stand-alone services, but payments received by a trader facilitating a linked travel arrangement are to be protected against such trader’s insolvency. Directive (EU) 2015/2302 aimed to ensure transparency by obliging traders to inform travellers on the nature of travel product offered to them and on the associated rights through standard information forms contained in Annexes I and II to that Directive.</p>	<p><i>‘facilitates in a targeted manner’. Linked travel arrangements are largely treated like stand-alone services, but payments received by a trader facilitating a linked travel arrangement are to be protected against such trader’s insolvency. Directive (EU) 2015/2302 aimed to ensure transparency by obliging traders to inform travellers on the nature of travel product offered to them and on the associated rights through standard information forms contained in Annexes I and II to that Directive.</i></p>	<p>‘facilitates in a targeted manner’. Linked travel arrangements are largely treated like stand-alone services, but payments received by a trader facilitating a linked travel arrangement are to be protected against such trader’s insolvency. Directive (EU) 2015/2302 aimed to ensure transparency by obliging traders to inform travellers on the nature of travel product offered to them and on the associated rights through standard information forms contained in Annexes I and II to that Directive.</p>	<p><i>‘facilitates in a targeted manner’. Linked travel arrangements are largely treated like stand-alone services, but payments received by a trader facilitating a linked travel arrangement are to be protected against such trader’s insolvency. Directive (EU) 2015/2302 aimed to ensure transparency by obliging traders to inform travellers on the nature of travel product offered to them and on the associated rights through standard information forms contained in Annexes I and II to that Directive.</i></p>
	Recital 3			
16	<p>(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.</p>	<p>(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</u></p>	<p>(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.</p>	<p>(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, <u>including on the information to be provided to travellers, should</u> could be clarified.</p>

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		<u><i>clear information to travellers, a lack of uniformity in communicating information to travellers about their rights has persisted.</i></u>		
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 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.	(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 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.	(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 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.	(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 effectiveness of Directive (EU) 2015/2302 for the benefit of travellers and travel businesses, amongst which there is a large number of micro, small and medium-sized enterprises.
Recital 5				
18	(5) While, overall, the definition of ‘package’ is considered to have been effective, the definition of and the rules on linked travel arrangements, as well as their delimitation from packages, should be clarified and simplified. Such clarification and simplification of the definitions and concepts ‘package’ and ‘linked travel arrangement’ should increase legal certainty for all parties, while making the	(5) While, overall, the definition of ‘package’ is considered to have been effective, the definition of and the rules on linked travel arrangements <u><i>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’</i></u> should be clarified and simplified, <u><i>and the provisions on linked travel arrangements</i></u>	(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	(5) While , Overall, the definition of ‘package’ is considered to have been effective; the definition of and . By contrast , the rules <u><i>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 complexity gave rise to legal uncertainty in the delimitation between packages</i></u>

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	<p>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>should be deleted from Directive (EU) 2015/2302.</i></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 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. <u><i>With the deletion of the concept of “linked travel arrangements”, Annex II should subsequently be deleted.</i></u></p>	<p>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 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>	<p><u><i>and linked travel arrangements as well as between linked travel arrangements and stand-alone travel services, while there is no evidence that linked travel arrangements provided tangible benefits for travellers. Therefore, it is appropriate to simplify the provisions by deleting from Directive (EU) 2015/2302 the provisions</i></u> on linked travel arrangements, as well as their delimitation from packages, should be clarified and simplified. <u><i>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 Annex II, which contained five</i></u> information forms <u><i>for LTAs, while making a few adjustments to the definition of “package” to be used by traders when informing travellers on their rights should be reduced.</i></u></p>

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Recital 5a				
18a		<u>(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 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.</u>	(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 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.	<i>deleted</i>
Recital 6				
19	(6) The principle underlying the definition of ‘package’ should remain that there is a close link between different travel services booked for the purpose of the same trip or holiday. In order to ensure that there is no overlap between the definition of ‘package’ and ‘linked travel arrangement’ and to eliminate the difficulties in distinguishing between packages and linked travel arrangements, bookings of different types of travel services for the same trip or holiday at one	(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	<i>deleted</i>	(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

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	point of sale where the travel services have been selected before the traveller concludes a first contract should be considered as packages in the same way as travel services booked at one point of sale within a short period of time. In both cases, there is a close link between the bookings of travel services. Therefore, the definition of ‘package’, should cover both situations, while bookings made on the occasion of a single visit of or contact with one point of sale should be removed from the definition of linked travel arrangement.	point of sale where the travel services have been selected before the traveller concludes a first contract should be considered as packages in the same way as travel services booked at one point of sale within a short period of time. In both cases, there is a close link between the bookings of travel services. Therefore, the definition of ‘package’, should cover both situations, while bookings made on the occasion of a single visit of or contact with one point of sale should be removed from the definition of linked travel arrangement.		point of sale where the travel services have been selected before the traveller concludes a first contract should be considered as packages in the same way as travel services booked at one point of sale within a short period of time. In both cases, there is a close link between the bookings of travel services. Therefore, the definition of ‘package’, should cover both situations, while bookings made on the occasion of a single visit of or contact with one point of sale should be removed from the definition of linked travel arrangement.
Recital 6a				
19a				<u>(6a) Travellers should receive clear information on whether a given combination of travel services constitutes a package or not. This may not be clear to travellers in certain booking situations. Therefore, in order to increase legal certainty, in booking situations where the conditions for a package are not met, but where traders invite travellers to purchase additional types of travel service for a given</u>

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				<p><u>trip or holiday, traders should be required to warn travellers that the relevant services will not constitute a package and that travellers will not be protected under Directive (EU) 2015/2302. This should apply to instances where the invitation occurs before a traveller has purchased a first type of travel service, but also where such invitation occurs after a traveller has booked a first type of travel service. In cases where the invitation occurs before the traveller has concluded a first booking and where subsequently the traveller books the relevant services within a period of 24 hours, at the same point of sale, there is a close link between those bookings even if not all the conditions for a package, such as an inclusive or total price or a selection of the services before the travellers agrees to pay, are met. Therefore, if in such cases a trader does not clearly inform the traveller at the time of the invitation that the combination of travel services will not constitute a package, the relevant combination of travel services</u></p>

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				<u>should be considered as a package protected under Directive (EU) 2015/2302, and the trader should be deemed to be the organiser of that package.</u>
Recital 7				
20	(7) In the context of bookings made within a short period of time at one point of sale, it is appropriate to replace the rather vague criterion of ‘a single visit or contact’. Therefore, bookings of different types of travel services for the same trip of holiday made within three hours should always be considered as packages. The same should apply where, before the completion of a first booking, a trader invites a traveller to book additional services for the same trip or holiday after completing the first booking, and where subsequent bookings take place within 24 hours after the conclusion of the first contract.	(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 efor holiday made within three hours should always be considered as packages. The same should apply where, before the completion of traveller <u>agrees to pay for</u> a first <u>booking</u> travel service, a trader <u>actively</u> invites a traveller to book <u>one or more</u> additional services for the same trip or holiday after completing the first booking, and where subsequent bookings take place within 24 hours after the conclusion of <u>agreeing to pay for</u> the first contract service, <u>should be considered as packages. For the purpose of this Directive, a trader should be considered to be</u>	<i>deleted</i>	(7) <u>In booking situations where the trader invites the traveller to purchase additional travel services, an invitation should be understood as a situation where the trader encourages or prompts the traveller to book an additional type of travel service for the envisaged trip or holiday, for example, by way of an email containing a link to a booking facility, a prompt integrated</u> in the context of bookings made within a short booking process, or a phone call. <u>In such cases, the trader would typically provide to the traveller a selection of offers based on the traveller’s interest in a particular destination and travel period</u> 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. <u>Where such</u>

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		<p><u>actively inviting a traveller to book a service when it optimises the offer for sale in question or promotes such offer.</u></p>	<p style="text-align: center; opacity: 0.5; font-size: 48px; transform: rotate(-30deg);">PUBLIC</p>	<p><u>offers are made in the form of an invitation to purchase as defined in Directive 2005/29/EC, which means in the form of a commercial communication which indicates the characteristics of the product or service and its price, this should be seen as a strong indication for an invitation. This may also cover instances where a trader asks the traveller to acknowledge an interest in further</u> 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 <u>in order to provide offers for</u> additional <u>travel services for the same trip or holiday</u> <u>in the form of an invitation to purchase as defined in Directive 2005/29/EC directly with or</u> after completing the confirmation of the first booking and where subsequent bookings take place within 24 hours after the conclusion of the first contract. <u>On the other hand, the simple availability of booking facilities</u></p>

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				<u>for other travel services on a trader's website, application or at a trader's business premises or a general reference to such booking facilities and advertising of travel services triggered through metadata based on earlier searches for travel services would not be sufficient to be considered as invitation to purchase additional travel services.</u>
Recital 8				
21	(8) The definition of package formed through linked online booking processes in Article 3(2)(b)(v) of Directive (EU) 2015/2302, which required that the traveller's name, payment details and email address are all transmitted from one trader to another trader, has proved to be too narrow. Therefore, it is appropriate to consider as 'package' bookings of different types of travel services for the same trip or holiday where the trader that is party to a first contract transfers to a trader that is party to a second or further contract alternatively the traveller's name, payment details,	(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 contract. <u>Such a transfer of</u>	(8) The definition of package formed through linked online booking processes in Article 3(2)(b)(v) of Directive (EU) 2015/2302, which required <u>that requires the transmission of</u> 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 <u>'package'</u> bookings of different types of travel services for the same trip or holiday <u>as a</u> 'package' 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	(8) The definition of package formed through linked online booking processes in Article 3(2)(b)(v) of Directive (EU) 2015/2302, which required <u>that requires the transmission of</u> 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 <u>'package'</u> bookings of different types of travel services for the same trip or holiday <u>as a</u> 'package' 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

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	<p>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.</p>	<p><u>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.</p>	<p>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.</p>	<p>further contract alternatively <u>through which the traveller can be identified as a contracting party are transmitted from the trader with whom the first contract is concluded to another trader or other traders and a contract or contracts with the latter trader or traders is or are concluded at the latest 24 hours after the confirmation of the booking of the first travel service. 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 traveller is party to the relevant contracts, such as, for example, an IP address identifying a device, should not be sufficient. The reference to the transfer or any other of the traveller's personal data <u>is intended to make the definition more future-proof.</u> Such transfer of personal data indicates a close link between the</u></p>

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				<i>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.</i>
Recital 9				
22	(9) The definition of ‘a linked travel arrangement’ should cover situations where a trader that is party to a first contract and receives payments from or on behalf of the traveller invites a traveller to book additional types of travel services for the same trip or holiday. In this context, the trader that is party to a first contract should obtain insolvency protection. Furthermore, in order to make sure that travellers fully benefit from the rules on insolvency protection and for traders to know that they are subject to this obligation, it is appropriate that the information forms on linked travel arrangements recommend to travellers to record the invitation and the additional booking, for instance through screenshots, and to inform the trader with whom a	<i>deleted</i>	<i>deleted</i>	<i>deleted</i>

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	first contract was concluded that a contract on an additional type of travel service has been concluded for the same trip or holiday within 24 hours following the invitation from the trader. The trader should be obliged to make available to travellers a facility, such as an email address or a website, where travellers can register such information and shall acknowledge receipt of such information.			
<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><i>It should be noted that different on-site activities that are provided as an intrinsic part of or typically associated with accommodation, regardless</i></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,	(10) Regarding packages where, for example, accommodation is combined with <u>‘other tourist services’</u> , 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><i>It also should be recalled that other tourist services that are intrinsically part of travel services, such as other tourist services that are related to</i></u>

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		<u><i>of their value, should not result in the creation of a package if these services are combined only with accommodation.</i></u>	regardless of their value, do not lead to the creation of the package if these services are combined only with accommodation.	<u><i>accommodation, are not considered as travel services in their own right, meaning that their inclusion cannot lead to the creation of a package even if their value is at least 25% of the total price. The recitals of Directive (EU) 2015/2302 contain examples of services that can be considered as intrinsically part of travel services, including access to certain on-site facilities at hotels or other types of accommodation. Furthermore, it should be recalled that other tourist services which are selected and purchased only after the performance of a travel service, such as accommodation, has started will not lead to the creation of a package either, even if their value is at least 25% of the total price.</i></u>
Recital 11				
24	(11) As demonstrated, in particular, during the COVID-19 pandemic, the prevailing business practice of advance payments, the absence of business-to-business rules on refunds to organiser of packages for services cancelled or	(11) As demonstrated, in particular, during the COVID-19 pandemic, the prevailing business practice of advance payments, the absence of business-to-business rules on refunds to organiser of packages for services cancelled or	(11) As demonstrated, in particular, during the COVID-19 pandemic, the prevailing business practice of advance payments, the absence of business-to-business rules on refunds to organiser of packages for services cancelled or	(11) As demonstrated, in particular, during the COVID-19 pandemic, the prevailing business practice of advance payments, the absence of business-to-business rules on refunds to organiser of packages for services cancelled or

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	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.	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.	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.	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				
25	(12) There are certain risks which are inherent in the business practice of requiring advance payments, in particular, in situations where organisers are obliged to refund significant amounts to travellers for cancelled trips within a short period of time. Therefore, it should be provided that downpayments, that is to say	(12) There are certain risks which are inherent in the business practice of requiring advance payments, in particular, in situations where organisers are obliged to refund significant amounts to travellers for cancelled trips within a short period of time. Therefore, it should be provided that downpayments, that is to say	<i>deleted</i>	(12) There are certain risks which are inherent in the business practice of requiring advance payments, in particular, in situations where <u>While Directive (EU) 2015/2302 obliges</u> organisers are obliged to refund significant amounts to <u>to inform</u> travellers <u>about arrangements</u> for cancelled trips within a short

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	<p>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>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 <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> This may, where applicable, include commissions requested by retailers.</p>	<p><i>(This cell contains a large diagonal watermark reading "PUBLIC")</i></p>	<p>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, including any downpayments where this is necessary to ensure the organisation and proper performance of the package. The level <u>to be made, it does not contain any rules limiting the amount</u> 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 <u>or regulating the timetable for payment</u> of the</p>

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				<i>package at the time of booking or shortly afterwards. This may, where applicable, include commissions requested by retailers</i> <u>balance. Member States may regulate such aspects insofar as such rules are in conformity with Union law.</u>
Recital 13				
26	(13) The level of downpayments should not require different calculations for each package but can be established for groups of packages that have similar characteristics regarding the necessity of downpayment. Organisers and, where relevant, 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>
Recital 14				
27	(14) Since the limitation of advance payments is not compatible with the concept of package travel gift boxes as referred to in Article 3(5)(b)(iv) of Directive (EU) 2015/2302 and packages booked less than 28 days before the start of the package,	<i>deleted</i>	<i>deleted</i>	<i>deleted</i>

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	these two types of packages should be exempted from the limitation of advance payments introduced by this Directive.			
<i>Recital 15</i>				
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.
<i>Recital 16</i>				
29	(16) In certain situation voluntary vouchers to travellers can be a useful alternative to	(16) In certain situation <u>situations</u> voluntary vouchers to travellers can be a	(16) In certain situations <u>situations</u> voluntary vouchers to travellers can be a	(16) In certain situation <u>situations</u> , voluntary vouchers to travellers can be a

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<p>refunds. Vouchers can give more flexibility to organisers in particular if they are confronted with the obligation to make many refunds within a short period of time. At the same time, vouchers can be acceptable for travellers who do not need an instant refund, as long as there are specific legal guarantees. Therefore, clear rules 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>useful alternative to refunds. Vouchers can give more flexibility to organisers in particular if they are confronted with the obligation to make many refunds within a short period of time. At the same time, vouchers can be acceptable for travellers who do not need an instant refund, as long as there are specific legal guarantees. Therefore, clear rules 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</p>	<p>useful alternative to refunds. Vouchers can give more flexibility to organisers in particular if they are confronted with the obligation to make many refunds within a short period of time. At the same time, vouchers can be acceptable for travellers who do not need an instant refund, as long as there are specific legal guarantees. Therefore, clear rules on vouchers should be laid down which provide <u>providing</u> such guarantees should be established. Those guarantees should include transparency <u>compulsory information</u> 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 <u>the voucher before</u> travellers are entitled to an automatic refund where accept <u>the</u> voucher explicitly. It is also appropriate to specify the necessary information to be mentioned on is not redeemed during its period of validity. Organisers may make vouchers more attractive, for</p>	<p>useful alternative to refunds. Vouchers can give more flexibility to organisers in particular if they are confronted with the obligation to make many refunds within a short period of time. At the same time, vouchers can be acceptable for travellers who do not need an instant refund, as long as there are specific legal guarantees. Therefore, clear rules on vouchers should be laid down which provide <u>providing</u> such guarantees should be established. Those guarantees should include transparency <u>compulsory information</u> on the voluntary nature and on the key <u>characteristics of the voucher, including information that the traveller's refund right is suspended only if the traveller accepts the voucher expressly. The fact that the traveller must accept the voucher expressly means that the acceptance cannot be implied but that the traveller must express it actively. Such acceptance should be declared on a durable medium. Vouchers should be issued on a durable medium, and it should be</u></p>

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		the traveller's refund right. In such cases, insolvency protection should be limited to the amount of payments received from the traveller's <u>refund rights</u> .	example, by increasing the amount of the voucher compared to the traveller's refund right. In such cases, insolvency protection should be limited to the amount of payments received from the traveller itself.	<u>mandatory to state information on the</u> 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>and the traveller's rights on the voucher. This should include information on the amount of the traveller's refund right and on the value of the voucher.</u> Organisers may make vouchers more attractive, for example, by increasing the amount <u>value</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's <u>refund right</u> .
Recital 16a				
G 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,	<u>(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</u>

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			<p>the traveller's right to a refund is suspended and to specify the instances where such suspension ends and the traveller regains their refund right. Organisers may make vouchers more attractive, for example, by increasing the value of the voucher compared to the traveller's refund right. In such cases, insolvency protection should be limited to the amount of the traveller's refund right. Since vouchers have a specific monetary value, it is appropriate to lay down that they may be used for any service offered by the organiser, may be redeemed in parts and, may be transferred once, without organisers' being able to charge a fee for the transfer. For a valid transfer the transferor should inform the organiser on the identity of the transferee, so that they can redeem the voucher or receive a refund.</p>	<p><u>refund is suspended and to specify the instances where such suspension ends and the traveller regains their refund right. Since vouchers have a specific monetary value, it is appropriate to lay down that they may be used for any service offered by the organiser, may be redeemed in parts and, may be transferred once, without organisers' being able to charge a fee for the transfer. For a valid transfer the traveller transferring the voucher should inform the organiser on the identity of the transferee, so that the transferee can redeem the voucher or receive a refund. The confirmation of the transfer may take the form of a marking of the voucher, for example, either physically or electronically, to clearly indicate the transfer has taken place.</u></p>
	Recital 16b			
g	29b	<p><u>(16a) If a package has been combined by an organiser and is made up of services by two, or</u></p>		deleted

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
		<u><i>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>		
<i>Recital 17</i>				
30	(17) It is conceivable for Member States to provide for mechanisms ensuring refunds to travellers in accordance with the legal requirements, for cases where packages are cancelled due to unavoidable and extraordinary circumstances and where organisers are unable comply with their refund obligations. In order to increase transparency, Member 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	(17) It is conceivable for Member States to provide for mechanisms ensuring refunds to travellers in accordance with the legal requirements, for cases where packages are cancelled due to unavoidable and extraordinary circumstances and where organisers are unable comply with their refund obligations. In order to increase transparency, Member 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	(17) It is conceivable for Member States to provide for mechanisms ensuring refunds to travellers in accordance with the legal requirements, for cases where packages are cancelled due to unavoidable and extraordinary circumstances and where organisers are unable comply with their refund obligations. In order to increase transparency, Member 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	(17) It is conceivable for Member States to provide for mechanisms ensuring refunds to travellers in accordance with the legal requirements, for cases where packages are cancelled due to unavoidable and extraordinary circumstances and where organisers are unable comply with their refund obligations. In order to increase transparency, Member 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 <u><i>and duly justified</i></u> circumstances can such mechanisms be co-financed by

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	introduction is without prejudice to the Union provisions on State aid.	introduction is without prejudice to the Union provisions on State aid.	Member States, and their introduction is without prejudice to the Union provisions on State aid.	Member States, and their introduction is without prejudice to the Union provisions on State aid.
Recital 18				
31	(18) The multitude of conceivable situations that may give rise to the termination of a package travel contract due to unavoidable and extraordinary circumstances which significantly affect the performance of a package requires a case-by-case assessment, for instance, in light of the nature and the extent of such circumstances. It should be clarified that the termination of a contract is possible if it can be reasonably expected that its performance will be significantly affected by unavoidable and extraordinary circumstances.	(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 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</u>	(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 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	(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 contract is possible if it can be reasonably expected that its performance will be significantly affected by unavoidable and extraordinary circumstances. <u>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</u>

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		<p><u>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 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</u></p>	<p>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 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</p>	<p><u>circumstances will have significant effects on the performance of the package, which requires a case-by-case assessment. 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, at the travel destination or 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 significantly affect the performance of travel services included in the package travel contract. The place of departure should be understood to be the place where the performance of the travel services starts under the</u></p>

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		<u>if that journey is not part of the package travel contract, including the transport of the passenger to the agreed place of departure.</u>	part of the package travel contract, including the transport of the passenger to the agreed place of departure.	<u>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. Circumstances already known to the traveller concerned or foreseeable for him or her, on the date of conclusion of the package travel contract, and that have not exacerbated significantly since the conclusion of the contract, cannot be the basis for exercising the right to terminate such a contract without paying a termination fee.</u>
Recital 18a				
G 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	<u>(18a) Unavoidable and extraordinary circumstances include objective situations, for example warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination, or natural disasters such as floods,</u>

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
			concerned to risks to their health and safety. The relevance of such circumstances and their effects should be assessed objectively.	<u>earthquakes or weather conditions which make it impossible to travel safely to the destination as agreed in the package travel contract. Unavoidable and extraordinary circumstances may not only cover circumstances which make it objectively 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 health and safety. In this context, certain risks may affect certain groups of travellers particularly severely due to their vulnerability. Unavoidable and extraordinary circumstances should also be relevant where they significantly affect the possibility of travellers to benefit from the services contained in the package.</u>
Recital 19				
32	(19) During the Covid-19 pandemic, different interpretations emerged regarding cancellation rights due to ‘unavoidable and extraordinary circumstances’	(19) During the Covid-19 pandemic, different interpretations emerged regarding cancellation rights due to ‘unavoidable and extraordinary circumstances’	(19) During the Covid-19 pandemic, different interpretations emerged regarding cancellation rights due to ‘unavoidable and extraordinary circumstances’ ²	(19) During the Covid-19 pandemic, different interpretations emerged regarding cancellation rights due to ‘ <u>Official statements or recommendations issued by the</u>

CLEAN	Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	<p>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>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 <i>the justification of whether the termination of a contract is justified. Furthermore, the absence of official travel warnings. It should not prevent the existence of those circumstances and their effects on the performance of the package from being established. Unavoidable and extraordinary circumstances can cover not only circumstances which affect the performance of a package but also circumstances which, without preventing such performance, mean that the package cannot be performed without exposing the travellers concerned to risks to their health and safety. The relevance of such circumstances and their effects should be assessed objectively, while taking into account, where</i></p>	<p>including in relation to the relevance of travel warnings. It is, therefore, appropriate to specify that official against travel warnings for the travel to a particular destination issued by the authorities of the a Member State of the traveller's residence or departure or the country of destination, are important elements when assessing the justification of the termination of a contract. It should also be clarified that fact that travellers will be subject to serious restrictions at the travel destination or applying in the Member State of residence or departure after returning from the trip or holiday, such as quarantine requirements for a significant period, are also relevant when assessing the justification of the can be elements to be taken into account in the assessment of whether a termination of a package travel the contract is justified. The relevance of specific travel warnings to the contract at issue will have to be considered on a case-by-case basis. Furthermore, the absence</p>	<p><i>competent authorities of a Member State advising travellers against travelling to a particular area may, by their nature, have considerable evidential value as to the occurrence, in the countries to which they relate, of unavoidable and extraordinary circumstances' including in relation to the relevance of travel warnings. It is, therefore, appropriate to specify that official travel warnings and of the consequences thereof for the travel destination issued by the authorities performance of the Member State of the traveller's residence or departure package concerned. Such statements or recommendations, 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 the Member State of residence or departure after returning from the trip or holiday, such as quarantine requirements for a significant period, are also</i></p>

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
		<p><u>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>of official travel warnings does not prevent establishing the existence of those circumstances and their effects on the performance of the package.</p>	<p>relevant when assessing the justification of<u>can therefore, amongst other factors, be important elements to be taken into account when considering whether a termination of the contract due to unavoidable and extraordinary circumstances is justified. The relevance of specific official statements or recommendations for the</u> termination of a package travel<u>the</u> contract <u>at issue should be considered on a case-by-case basis, taking into account, amongst other factors, the nature of the circumstances at issue and the time between the termination of the contract and the scheduled start of the package and thus the likelihood of a significant change in the circumstances. At the same time, the existence of such statements or recommendations should not be a condition for establishing the existence of unavoidable and extraordinary circumstances and their effects on the performance of the package.</u></p>
Recital 20				

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
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 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.
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.	(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,	<u>(21a) Within the parameters laid down in this Directive,</u>

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
		<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.	<i><u>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. Accordingly, the Member States should designate the relevant entity or entities responsible for providing the necessary information.</u></i>
	Recital 22			
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	(22) In order to ensure the effectiveness of insolvency protection for travellers at all times, it should be provided that

CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
<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 provision availability of insolvency protection and that. If necessary to ensure effective insolvency protection, Member States should be able to may require a second level of protection additional mechanisms, such as a back-up fund. This may be relevant, for example, where to complement, for instance, the protection provided by insurance policies do not provide the required level of protection. Such back-up funds should normally be funded exclusively through contributions from organisers. It and should be</p>	<p>the security is sufficient to cover costs for refunds and, <i>where applicable,</i> repatriations in cases where. <i>The security should take into account that</i> an insolvency occurs <i>may occur</i> 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 <i>compared to the anticipated sales</i> 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 <i>availability</i> of insolvency protection and that. If necessary <i>to ensure effective insolvency protection</i>, Member States should be able to <i>may</i> require a second level of protection. <i>additional mechanisms</i>, such as a back-up fund. This may be relevant, for example, where <i>to complement, for instance, the protection provided by</i> insurance policies do not provide the required level of protection. Such back-up funds should normally be funded</p>

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	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.	exclusively through contributions from organisers. It and should be clarified that such measures can be co-financed by the Member States only in exceptional and duly justified circumstances and reiterated that those provisions are without prejudice to the Union provisions on State aid. Insofar as such measures involve State aid, the Union provisions on State aid apply. Text Origin: Council Mandate
Recital 23				
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 39 months after the traveller has submitted the documents necessary to examine the request. Member States should be able to provide for a shorter deadline. It is also appropriate to lay down in a provision that Member States may require retailers to take out insolvency protection in addition to organisers.	(23) Regarding refunds of travellers' payments in case of an organiser's insolvency, the period for refunds after the submission of the necessary documents should be further specified; referring to 3 months after. Information to be provided to travellers in the event of an organiser's insolvency should include information on the documents that travellers must submit in order to apply for a refund of their payments. The traveller has submitted the should

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
				<i>be requested to submit only</i> documents <i>that are</i> necessary to examine the request. <i>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</i> <u><i>in accordance with national provisions and taking into account the requirements of the specific entity or authority responsible for the secure and efficient processing of refund requests.</i></u>
Recital 23a				
36a				<u><i>(23a) It is also appropriate to lay down that Member States may require retailers to take out insolvency protection in addition to organisers.</i></u>
Recital 24				
37	(24) It should be clarified that the central contact points are responsible for the exchange of information in relation to insolvency protection and related questions, including any mechanisms to ensure timely refunds for terminated package travel contracts.	(24) It should be clarified that the central contact points are responsible for the exchange of information in relation to insolvency protection and related questions, including any mechanisms to ensure timely refunds for terminated package travel contracts.	(24) It should be clarified that the central contact points are responsible for the exchange of information in relation to insolvency protection and related questions, including any mechanisms to ensure timely refunds for terminated package travel contracts.	(24) It should be clarified that the central contact points are responsible for the exchange of information in relation to insolvency protection and related questions, including any mechanisms to ensure timely refunds for terminated package travel contracts.

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Recital 25				
38	<p>(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 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>(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 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</u></p>	<p>(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, the these standard information forms in Annex I should specify the trader responsible for refunds for cancelled packages. The right to terminate a package travel contract without a fee due to unavoidable and extraordinary circumstances should be presented next to the possibility to cancel a package subject to a cancellation fee. In addition, organisers should be obliged to add the standard information form to the contract so that it is available to travellers after the conclusion of the contract, along with contact details</p>	<p>(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, the these standard information forms in Annex I should specify the trader responsible for refunds for cancelled packages. The right to terminate a package travel contract without a fee due to unavoidable and extraordinary circumstances should be presented next to the possibility to cancel a package subject to a cancellation fee. In addition, organisers should be obliged to add the standard information form to the contract so that it is available to travellers after the conclusion of the contract, along with contact details</p>

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
		<i><u>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></i>	of the relevant traders. The information should be provided to travellers in a clear and comprehensible manner, and, where applicable, in line with the accessibility requirements of Directive (EU) 2019/882. As a consequence of the deletion of linked travel arrangements, Annex II should also be deleted.	of the relevant traders. <i><u>Information should be provided to travellers in a clear and comprehensible manner, and, where applicable, in line with the accessibility requirements of Directive (EU) 2019/882. It should be recalled that where the services concerned fall within the scope of Directive (EU) 2019/882, accessibility for persons with disabilities is to be ensured in line with the accessibility requirements as set out in Annex I of Directive (EU) 2019/882. As a consequence of the deletion of linked travel arrangements, Annex II should also be deleted.</u></i>
Recital 25a				
38a		<i><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</u></i>		deleted

	CLEAN Commission Proposal	vs.EC EP Mandate	vs.EC Council Mandate	vs.EC Draft Agreement
		<u><i>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.</i></u>		
Recital 25b				
g 38b				<u><i>(25b) In order to enhance the effectiveness of Directive (EC) 2015/2302, organisers should be obliged to comply with certain standards when handling complaints, including an obligation to acknowledge receipt within a period of seven days and provide a reasoned reply within a</i></u>

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
				<i><u>period of 60 days. In cases of communication by post, the organiser should be considered to have complied with this obligation if the date of the postage stamp is within those periods.</u></i>
Recital 25c				
G 38c				<i><u>(25c) Access to fair and efficient dispute resolution mechanisms is important also for the enforcement of the rights of travellers under Directive (EU) 2015/2302. Directive 2013/11/EU, which sets out the minimum requirements for the alternative (out-of-court) dispute resolution (ADR) bodies for consumer disputes that must exist in all Member States, also applies to disputes between travellers and traders under Directive (EU) 2015/2302. Directive (EU) 2025/....., which amends Directive 2013/11/EU, with the objective of strengthening consumers' access to ADR, obliges Member States to promote participation of traders and consumers in ADR. Its recital 16 mentions that particular attention should be paid to the</u></i>

	CLEAN Commission Proposal	vs.EC EP Mandate	vs.EC Council Mandate	vs.EC Draft Agreement
				<u><i>participation of traders and consumers in ADR mechanisms in certain sectors. It should continue to be mandatory that package travel contracts contain information on alternative dispute resolution mechanisms pursuant to Directive 2013/11/EU and, where applicable, on the ADR entity by which the relevant trader is covered. Traders should inform travellers on available alternative dispute resolution mechanisms also when replying negatively to a complaint received from a traveller.</i></u>
Recital 26				
G 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.
Recital 27				
G 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,	(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,	(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,	(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,

	<small>CLEAN</small> Commission Proposal	<small>VS.EC</small> EP Mandate	<small>VSEEC</small> Council Mandate	<small>VS.EC</small> Draft Agreement
	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.	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.	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.	by reason of its scale and effects, be better achieved at Union level, the Union may adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to achieve that objective.
Recital 28				
41	(28) This Directive respects the fundamental rights and observes the principles recognised by the Charter of Fundamental Rights of the European Union. This Directive, in particular, respects the freedom to conduct a business laid down in Article 16 of the Charter, while ensuring a high 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.
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	(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	(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	(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

	CLEAN Commission Proposal	VS.EC EP Mandate	VSEEC Council Mandate	VS.EC Draft Agreement
	on travel businesses, including on micro, small and medium-sized organisers have been carefully assessed, it is appropriate to take into account in this report the impact of its application on micro, small and medium-sized organisers. Where necessary, the report should be accompanied by legislative proposals,	on travel businesses, including on micro, small and medium-sized organisers have been carefully assessed, it is appropriate to take into account in this report the impact of its application on micro, small and medium-sized organisers. Where necessary, the report should be accompanied by legislative proposals,	on travel businesses, including on micro, small and medium-sized organisers have been carefully assessed, it is appropriate to take into account in this report the impact of its application on micro, small and medium-sized organisers. Where necessary, the report should be accompanied by legislative proposals,	on travel businesses, including on micro, small and medium-sized organisers have been carefully assessed, it is appropriate to take into account in this report the impact of its application on micro, small and medium-sized organisers. Where necessary, the report should be accompanied by legislative proposals,
Formula				
G	43	HAVE ADOPTED THIS DIRECTIVE:	HAVE ADOPTED THIS DIRECTIVE:	HAVE ADOPTED THIS DIRECTIVE:
Article 1				
G	44	Article 1 Amendments to Directive (EU) 2015/2302	Article 1 Amendments to Directive (EU) 2015/2302	Article 1 Amendments to Directive (EU) 2015/2302
Article 1, first paragraph				
G	45	Directive (EU) 2015/2302 is amended as follows:	Directive (EU) 2015/2302 is amended as follows:	Directive (EU) 2015/2302 is amended as follows:
Article 1, first paragraph, point (1)				
G	46	(1) Article 1 is replaced by the following:	(1) Article 1 is replaced by the following:	(1) Article 1 is replaced by the following:
Article 1, first paragraph, point (1), amending provision, first paragraph				
G	47	Article 1	Article 1	Article 1
Article 1, first paragraph, point (1), amending provision, second paragraph				

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
48	Subject matter	Subject matter	Subject matter	Subject matter
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 between organisers of packages and service providers.	‘The purpose of this Directive is to contribute to the proper functioning of the internal market and to the achievement of a high and as uniform as possible level of consumer protection by approximating <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 linked travel arrangements, as well as certain aspects of contracts between organisers of packages and <u>travel service providers, as well as of the specific information requirements in some cases not leading to the creation of a package.</u>	‘The purpose of this Directive is to contribute to the proper functioning of the internal market and to the achievement of a high and as uniform as possible level of consumer protection by approximating certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts between travellers and traders relating to package travel and linked travel arrangements , as well as certain aspects of contracts between organisers of packages and service providers’, and specific information requirements for certain situations not leading to the creation of a package.	‘The purpose of this Directive is to contribute to the proper functioning of the internal market and to the achievement of a high and as uniform as possible level of consumer protection by approximating certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts between travellers and traders relating to package travel and linked travel arrangements , as well as certain aspects of contracts between organisers of packages and <u>travel service providers and specific information requirements for certain situations not leading to the creation of a package.</u>
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:
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	1. This Directive applies to packages offered for sale or sold	1. This Directive applies to packages offered for sale or sold	1. This Directive applies to packages offered for sale or sold

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	by traders to travellers and to linked travel arrangements facilitated by traders for travellers.	by traders to travellers and to linked travel arrangements facilitated by traders for travellers.	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.	by traders to travellers and to linked travel arrangements facilitated by traders for travellers <u>specific information requirements for certain situations not leading to the creation of a package.</u>
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph				
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.
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>
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>
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>
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph d				

	CLEAN	Commission Proposal	VS.EC	EP Mandate	VS.EC	Council Mandate	VS.EC	Draft Agreement
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>
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph e								
G	52e			<u>(2c) in Article 2(2), point (c) is replaced by the following:</u>				<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 f								
G	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>				<u>'(c) packages purchased on the basis of a general agreement for the arrangement of business travel between a trader and another natural or legal person who is acting for purposes relating to his trade, business, craft or profession.'</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:	(3) Article 3 is amended as follows:	(3) Article 3 is amended as follows:	(3) Article 3 is amended as follows:	(3) Article 3 is amended as follows:
Article 1, first paragraph, point (3)(a)								
G	54	(a) point 2 is replaced by the following:	(a) point 2 is replaced by the following:	(a) point 2 is replaced by the following:	(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:
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph								
G	55	(2) 'package' means a combination of at least two different types of travel services,	(2) 'package' means a combination of at least two different types of travel services,	(2) 'package' means a combination of at least two different types of travel services,	(2) 'package' means a combination of at least two different types of travel services,	(2) 'package' means a combination of at least two different types of travel services,	(2) 'package' means a combination of at least two different types of travel services,	(2) 'package' means a combination of at least two different types of travel services,

	CLEAN Commission Proposal	vs.EC EP Mandate	vs.EC Council Mandate	vs.EC Draft Agreement
	as defined in point 1, for the purpose of the same trip or holiday, if:	as defined in point 1, for the purpose of the same trip or holiday, if:	as defined in point 1, for the purpose of the same trip or holiday, if:	as defined in point 1, for the purpose of the same trip or holiday, if:
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (a)				
56	(a) those services are combined by one trader, including at the request of or in accordance with the selection of the traveller, before a single contract on all services is concluded; or	(a) those services are combined by one trader, including at the request of or in accordance with the selection of the traveller, before a single contract on all services is concluded; or	(a) those services are combined by one trader, including at the request of or in accordance with the selection of the traveller, before a single contract on all services is concluded; or	(a) those services are combined by one trader, including at the request of or in accordance with the selection of the traveller, before a single contract on all services is concluded; or
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)				
57	(b) irrespective of whether separate contracts are concluded with individual travel service providers, and:	(b) irrespective of whether separate contracts are concluded with individual travel service providers, and:	(b) irrespective of whether separate contracts are concluded with individual travel service providers, and:	(b) irrespective of whether separate contracts are concluded with individual travel service providers, and <u>those services are:</u>
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(i)				
58	(i) those services are purchased from a single point of sale and	(i) those services are purchased from a single point of 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	(i) those services are purchased from a single point of sale and <u>have been selected before the traveller agrees to pay, or</u>
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(i), first indent				
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				
60	- other types of travel services are booked within 3 hours	<i>deleted</i>	<i>deleted</i>	<i>deleted</i>

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	after the traveller agreed to pay for the first travel service, or			
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(i), third indent				
61	- other types of travel services are booked within 24 hours after the traveller agreed to pay for the first travel service and if, before the traveller agreed to pay for the first travel service, the trader invited the traveller to subsequently book one or more additional types of travel services, or	deleted	deleted	deleted
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(ia)				
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>		deleted
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(ii)				
62	(ii) are offered, sold or paid at an inclusive or total price, regardless of any separate billing, or	(ii) are offered, sold or paid at an inclusive or total price, regardless of any separate billing, or	(ii) are offered, sold or paid charged at an inclusive or total price, regardless of any separate billing, or	(ii) are offered, sold or paid charged at an inclusive or total price, regardless of any separate billing, or
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(iii)				

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

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65a		<u><i>(va) or any other situation where the parties agree to consider the booked travel services as a package.</i></u>		<i>deleted</i>
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), second subparagraph				
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:
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), second subparagraph, point (a)				
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
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), second subparagraph, point (b)				
68	(b) are selected and purchased only after the performance of a travel service as referred to in point (a), (b) or (c) of point 1 has started;.	(b) are selected and purchased only after the performance of a travel service as referred to in point (a), (b) or (c) of point 1 has started;.	(b) are selected and purchased only after the performance of a travel service as referred to in point (a), (b) or (c) of point 1 has started;.	(b) are selected and purchased only after the performance of a travel service as referred to in point (a), (b) or (c) of point 1 has started;.
Article 1, first paragraph, point (3)(b)				

	CLEAN Commission Proposal	VS.EC EP Mandate	VSEEC Council Mandate	VS.EC Draft Agreement
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: <u>deleted.</u>	(b) point 5 is replaced by the following: <u>deleted.</u>
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 24 hours after the confirmation of the booking of the first contract.	<i>deleted</i>	<i>deleted</i>	<i>deleted</i>
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>
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</u>		<u>'(7) 'trader' means any natural person or any legal person, irrespective of whether privately or publicly owned, who</u>

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		<i><u>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></i>		<i><u>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></i>
Article 1, first paragraph, point (3c)				
G	70c	<i><u>(bb) point 12 is replaced by the following:</u></i>		<i><u>(bb) point 12 is replaced by the following:</u></i>
Article 1, first paragraph, point (3d)				
G	70d	<i><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</u></i>		<i><u>"(12) "unavoidable and extraordinary circumstances' means objective circumstances which are beyond the control of the party who invokes such circumstances and whose consequences could not have been avoided even if all reasonable measures had been taken;"</u></i>

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
		<u><i>destination as agreed in the package travel contract;"</i></u>		
Article 1, first paragraph, point (4)				
71	(4) Article 5, paragraph 1, is amended as follows:	(4) Article 5, paragraph 1, is amended as follows:	(4) Article 5, paragraph 1, is amended as follows:	(4) Article 5, paragraph 1, is amended as follows:
Article 1, first paragraph, point (4)(-a)				
71a		<u><i>(-a) in point (a), subpoint (viii) is replaced by the following:</i></u>		<u><i>(-a) in point (a), subpoint (viii) is replaced by the following:</i></u>
Article 1, first paragraph, point (4)(-b)				
71b		<u><i>'(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;'</i></u>		<u><i>(viii) whether the travel services included in the package are, in general, accessible to persons with reduced mobility, regardless of whether the reduced mobility is caused by a disability or other causes and regardless of whether it is permanent or temporary, and, upon the traveller's request, further information on the accessibility or suitability of the package in view of the specific needs communicated by the traveller;'</i></u>
Article 1, first paragraph, point (4)(-c)				
71c		<u><i>(-aa) point (b) is replaced by the following:</i></u>		<u><i>(-aa) point (b) is replaced by the following:</i></u>
Article 1, first paragraph, point (4)(-d)				

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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>
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:
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>, including by means of any existing loyalty points or other 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;;
Article 1, first paragraph, point (4)(aa)				

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
73a		<u>(aa) point (f) is replaced by the following:</u>		<u>(aa) point (f) is replaced by the following:</u>
Article 1, first paragraph, point (4)(ab)				
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>
Article 1, first paragraph, point (4)(b)				
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:	(b) point (g) is replaced by the following:
Article 1, first paragraph, point (4)(b), amending provision, first paragraph				
75	information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate and justifiable termination fee, or, where applicable, the standardised termination fees requested by the organiser, in accordance with Article 12(1), and that the traveller may terminate the package travel contract without paying any	information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate and justifiable termination fee, or, where applicable, the standardised termination fees requested by the organiser, in accordance with Article 12(1), and that the traveller may terminate the package travel contract without paying any	information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate and justifiable termination fee, or, where applicable, the standardised termination fees requested by the organiser, in accordance with Article 12(1), and that the traveller may terminate the package travel contract without paying any	information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate and justifiable termination fee, or, where applicable, the standardised termination fees requested by the organiser, in accordance with Article 12(1), and that the traveller may terminate the package travel contract without paying any

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	termination fee due to unavoidable and extraordinary circumstances as specified under Article 12(2);.	termination fee due to unavoidable and extraordinary circumstances as specified under Article 12(2);.	termination fee due to unavoidable and extraordinary circumstances as specified under Article 12(2);.	termination fee due to unavoidable and extraordinary circumstances as specified under Article 12(2);.
Article 1, first paragraph, point (4)(b), amending provision, first paragraph a				
G	75a	<u>(ba) the following point is added:</u>		deleted
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>		deleted
Article 1, first paragraph, point (4)(ba)				
G	75c		(ba) the following paragraph is inserted:	deleted moved to ART 5a
Article 1, first paragraph, point (4)(ba), amending provision, numbered paragraph (2a)				
G	75d		2a. Subject to Article 23, in online booking situations that do not lead to the creation of a package within the meaning of Article 3, point (2) but where a trader invites a traveller to conclude, after the conclusion of	deleted moved to Art 5a

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
			<p>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>	
<i>Article 1, first paragraph, point (4a)</i>				
G	75e	<u>(4a) in Article 5, paragraph 3 is replaced by the following:</u>		<i>deleted</i>
<i>Article 1, first paragraph, point (4b)</i>				
G	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</u>		<i>deleted</i>

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

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	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..	<i>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..</i>		
Article 1, first paragraph, point (5), amending provision, third paragraph a				
G	79a			<u>Pre-contractual information in specific booking situations</u>
Article 1, first paragraph, point (5), amending provision, third paragraph b				
G	79b			<u>1. Without prejudice to Article 23, in booking situations that do not lead to the creation of a package within the meaning of Article 3, point 2, and where a trader invites a traveller to purchase additional types of</u>

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
				<i><u>travel services for the same trip or holiday, the trader shall, at the time of the invitation, inform the traveller in a clear, comprehensible and prominent manner that if the traveller subsequently agrees to pay for an additional type of travel service after agreeing to pay for the first travel service, the first travel service and the additional travel service will not constitute a package and that the traveller will not benefit from the rights applying to packages under this Directive.</u></i>
Article 1, first paragraph, point (5), amending provision, third paragraph c				
G 79c				<i><u>2. Where a trader makes an invitation as referred to in paragraph 1 before the traveller agrees to pay for a first type of travel service but does not provide the information set out in that paragraph, and the traveller subsequently agrees to pay for such an additional type of travel service within 24 hours from agreeing to pay for the first travel service, the relevant travel services shall constitute a package, and the trader shall be</u></i>


	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
				<u>deemed to be the organiser of that package.</u>
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:	(6) Article 7 is amended as follows:
Article 1, first paragraph, point (6)(-a)				
80a		<u>(-a) paragraph 1 is replaced by the following:</u>		deleted
Article 1, first paragraph, point (6)(-b)				
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</u>		deleted

	CLEAN Commission Proposal	VS.EC EP Mandate	VSEEC Council Mandate	VS.EC Draft Agreement
		<u><i>simultaneous physical presence of the parties.</i></u>		
Article 1, first paragraph, point (6)(a)				
81	(a) in paragraph 2, point (b) is replaced by the following:	(a) in paragraph 2, point (b) is replaced by the following:	(a) in paragraph 2, point (b) is replaced by the following:	(a) in paragraph 2, point (b) is replaced by the following:
Article 1, first paragraph, point (6)(a), amending provision, numbered paragraph (b)				
82	(b) information:	(b) information:	(b) information:	(b) information:
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;
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.
Article 1, first paragraph, point (6)(aa)				
84a				<u><i>(aa) in paragraph 2, point (g) is replaced by the following:</i></u>
Article 1, first paragraph, point (6)(aa), amending provision, numbered paragraph (g)				

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
84b				<p><u>(g) information on complaint handling arrangements, including the language, or languages, in which a complaint can be submitted and will be handled, and the physical or electronic address where complaints can be submitted, as well as on alternative dispute resolution ('ADR') mechanisms pursuant to Directive 2013/11/EU of the European Parliament and of the Council¹, and, where applicable, on the ADR entity by which the trader is covered;</u></p> <p><u>1. Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Directive on consumer ADR) (OJ L 165, 18.6.2013, p. 63).</u></p>
Article 1, first paragraph, point (6)(b)				
85	(b) the following paragraph 2a is inserted:	(b) the following paragraph 2a is inserted:	(b) the following paragraph 2a is inserted:	(b) the following paragraph 2a is inserted:
Article 1, first paragraph, point (6)(b), amending provision, numbered paragraph (2a)				

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
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 the 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.-
Article 1, first paragraph, point (6a)				
86a		<u>(6a) in Article 11, the introductory part of paragraph 2 is replaced by the following:</u>		deleted
Article 1, first paragraph, point (6b)				
86b		<u>'2. If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services as referred to in point (a) of the first subparagraph of Article 5(1) or cannot fulfil the special requirements as referred to in point (a) of Article 7(2), or proposes to increase the price of the package by more than 8 % in accordance with Article 10(2), it shall inform immediately the traveller who may within a</u>		deleted

	CLEAN Commission Proposal	VS.EC EP Mandate	VSEEC Council Mandate	VS.EC Draft Agreement
		<u>reasonable period specified by the organiser:’</u>		
Article 1, first paragraph, point (7)				
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:
Article 1, first paragraph, point (7)(-a)				
87a		<u>(-a) paragraph 1 is replaced by the following:</u>		<u>(-a) paragraph 1 is replaced by the following:</u>
Article 1, first paragraph, point (7)(-b)				
87b		<u>‘1. Member States shall ensure that the traveller may terminate the package travel contract at any time before the start of the package. Where the traveller terminates the package travel contract under this paragraph, the traveller may be required to pay a standardised termination fee laid down in the contract.’</u>		<u>1. Member States shall ensure that the traveller may terminate the package travel contract at any time before the start of the package. Where the traveller terminates the package travel contract under this paragraph, the traveller may be required to pay an appropriate and justifiable termination fee to the organiser, provided that the contract stipulates that the traveller may be required to pay such fees.</u> <u>The contract may:</u> <u>(a) specify reasonable standardised termination fees, based on the time of the termination of the package travel</u>

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
				<p><u>contract before the start of the package and the expected cost savings and income from alternative deployment of the travel services, in the form of fixed amounts or percentages of the package price or a similar calculation method, or</u></p> <p><u>(b) stipulate that the termination fee corresponds to the price of the package minus relevant cost savings and income from alternative deployment of the travel services, or a lower amount as agreed by the parties.</u></p> <p><u>If the contract provides that a termination fee may be required but contains no further specifications, the termination fee shall correspond to the price of the package minus relevant cost savings and income from alternative deployment of the travel services, or a lower amount as agreed by the parties.</u></p> <p><u>At the traveller's request the organiser shall provide a justification for the applicable termination fees.</u></p>

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Article 1, first paragraph, point (7)(-c)				
G	87c	<u>(-aa) in paragraph 1, the following subparagraph is added:</u>		deleted
Article 1, first paragraph, point (7)(-d)				
G	87d	<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>		deleted
Article 1, first paragraph, point (7)(a)				
G	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:
Article 1, first paragraph, point (7)(a), amending provision, numbered paragraph (2)				
G	89	2. Notwithstanding paragraph 1, the traveller shall have the right to terminate the package travel contract before the	2. Notwithstanding paragraph 1, the traveller shall have the right to terminate the package travel contract before the	2. Notwithstanding paragraph 1, the traveller shall have the right to terminate the package travel contract before the

CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
<p>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 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.</p>	<p>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 departure or affecting the <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 performance of the package travel contract will be significantly affected by unavoidable and extraordinary circumstances. If the package travel contract is terminated in accordance with this paragraph, the traveller shall be entitled to a full refund of any payments made for the package but shall not be entitled to additional compensation.</p>	<p>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 occurring at the place of departure, at the travel destination or its immediate vicinity, or affecting the journey to the destination. If the package travel contract is terminated in accordance with this paragraph, the traveller shall be entitled to a full refund of any payments made for the package but shall not be entitled to additional compensation.</p>	<p>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 <u>occurring at the travel destination or its immediate vicinity, at the place of departure or affecting the traveller's journey to or from the destination.</u> 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.</p>

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Article 1, first paragraph, point (7)(aa)				
G	89a	<u>(aa) in paragraph 3, the introductory part is replaced by the following:</u>		<i>deleted</i>
Article 1, first paragraph, point (7)(ab)				
G	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. However, the organiser shall not be liable for additional compensation, if:'</u>		<i>deleted</i>
Article 1, first paragraph, point (7)(b)				
G	90	(b) the following paragraph 3a is inserted:	(b) the following paragraph 3a is inserted:	<i>deleted</i>
Article 1, first paragraph, point (7)(b), amending provision, numbered paragraph (3a)				
G	91	3a. Official warnings against travel to a particular destination issued by the authorities of the	3a. Official warnings against travel to a particular destination issued by the authorities of the	<i>deleted</i>

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	<p>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..</p>	<p>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 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></p>	<p style="text-align: center; opacity: 0.5; font-size: 48px; transform: rotate(-30deg);">PUBLIC</p>	
<p>Article 1, first paragraph, point (7)(c)</p>				

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
92	(c) paragraph 4 is replaced by the following:	(c) paragraph 4 is replaced by the following:	(c) paragraph 4 is replaced by the following:	(c) paragraph 4 is replaced by the following:
Article 1, first paragraph, point (7)(c), amending provision, numbered paragraph (4), first subparagraph				
93	<p>4. The organiser shall provide any refunds required under paragraphs 2 and 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the appropriate and justifiable termination fee. The organiser shall make such refunds or reimbursements to the traveller without undue delay and, in any event, not later than 14 days after the package travel contract is terminated, regardless of whether the traveller specifically asks for a refund.'</p>	<p>4. The organiser shall provide any refunds required under paragraphs 2 and 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the appropriate and justifiable termination fee. The organiser shall make such refunds or reimbursements to the traveller without undue delay and, in any event, not later than 14 days after the package travel contract is terminated, regardless of whether the traveller specifically asks for a refund.² <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></p>	<p>4. The organiser shall provide any refunds required under paragraphs 2 and 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the appropriate and justifiable termination fee. The organiser shall make such refunds or reimbursements to the traveller without undue delay and, in any event, not later than 14 days after the package travel contract is terminated, regardless of whether without the need for any prior request by the traveller specifically asks for a refund.²</p>	<p>4. The organiser shall provide any refunds required under paragraphs 2 and 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the appropriate and justifiable termination fee. The organiser shall make such refunds or reimbursements to the traveller without undue delay and, in any event, not later than 14 days after the package travel contract is terminated, regardless of whether 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</u> the traveller specifically asks for a refund has provided the organiser with the correct payment details.²</p>
Article 1, first paragraph, point (7)(c), amending provision, numbered paragraph (4), first subparagraph a				

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
93a				<u>Where within 14 days following the termination of a package travel contract under paragraphs 1, 2 or 3, the organiser and the traveller agree on a substitute package of an equivalent or higher quality, the traveller shall not be entitled to a refund or reimbursement. If the traveller accepts a substitute package of a lower quality or cost, the organiser shall refund to the traveller the corresponding price reduction not later than 14 days after the agreement on the substitute package.</u>
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	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	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	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

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	such mechanisms by Member States is possible only in exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions.	such mechanisms by Member States is possible only in exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions.	such mechanisms by Member States is possible only in exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions.	such mechanisms by Member States is possible only in exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions.
Article 1, first paragraph, point (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:
Article 1, first paragraph, point (8), amending provision, first paragraph				
96	Article 12a	Article 12a	Article 12a	Article 12a
Article 1, first paragraph, point (8), amending provision, second paragraph				
97	Vouchers	Vouchers	Vouchers	Vouchers
Article 1, first paragraph, point (8), amending provision, numbered paragraph (1)				
98	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.	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>The organiser may offer a voucher of a higher value than the traveller's refund right.</u>	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	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>corresponding at least to the amount of the refund to</u> which can be used for a future package <u>the traveller is entitled (the traveller's refund right)</u> instead of a refund. <u>The organiser may offer a voucher of a higher</u>

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
			organiser. The organiser may offer a voucher of a higher value than the traveller's refund right.	<u>value than the traveller's refund right.</u> <u>Ia. Traveller may use the voucher for any travel service offered by the organiser and may redeem the voucher in parts.</u> <u>Ib. Organisers shall not treat holders of vouchers less favourably than other travellers in relation to the booking of travel services.</u>
Article 1, first paragraph, point (8), amending provision, numbered paragraph (1a)				
98a		<u>Ia. The traveller's consent shall not be assumed. Before issuing a voucher, the organiser shall always seek the express consent of the traveller.</u>		deleted
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>When offering a voucher to the traveller and</u> before the traveller <u>expressly</u> accepts the voucher, the organiser shall inform the traveller clearly and prominently <u>on a durable medium on the following rights of travellers as laid down in this Article and on the characteristics of the voucher</u> in writing about:
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (a)				

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
G	100	(a) the fact that the traveller is entitled to a refund within 14 days and is not obliged to accept a voucher,	(a) the fact that the traveller is entitled to a refund within 14 days and is not obliged to accept a voucher;	(a) the fact that the traveller is entitled to a refund within 14 days and is not obliged to accept a voucher,
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (aa)				
G	100a		<u>(aa) the value of the voucher;</u>	<u>(aa) the value of the voucher;</u>
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (ab)				
G	100b		(ab) the amount of the traveller's refund right and the fact that this amount is covered by the organiser's insolvency protection;	<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>
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (ac)				
G	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>
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (ad)				
G	100d		<u>(ac) the fact that the voucher can be transferred once and without any fee;</u>	deleted
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (b)				

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
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.
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
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
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;	<u>(bc) the fact that the voucher may be transferred once and without any fee;</u>
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	<u>(c) the fact that if the voucher has not been redeemed up to the full amount of the traveller's refund right, the</u>

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
			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>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>
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2a)				
G	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>
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>		deleted
Article 1, first paragraph, point (8), amending provision, numbered paragraph (3)				

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102	3. The value of the voucher offered shall correspond at least to the amount of the traveller's refund right. The organiser may offer a voucher on a higher amount.	3. The value of the voucher offered shall correspond at least to the amount of the traveller's refund right. The organiser may offer a voucher on of a higher amount <u>total value</u> .	<i>deleted</i>	<i>deleted</i>
Article 1, first paragraph, point (8), amending provision, numbered paragraph (3a)				
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>
Article 1, first paragraph, point (8), amending provision, numbered paragraph (3b)				
102b		<u>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.</u>		<i>deleted</i>
Article 1, first paragraph, point (8), amending provision, numbered paragraph (4)				
103	4. Travellers shall lose their right to a refund during the	4. Travellers shall lose their right to a refund during the	4. The travellers shall lose their right to a refund shall be	4. Travellers shall lose their right to a <u>The traveller's</u> refund

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

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			right before the validity period of a voucher expires; or	<u>traveller's refund right before the validity period of a voucher expires; or</u>
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>
Article 1, first paragraph, point (8), amending provision, numbered paragraph (4b)				
G	103e		4b. The organiser shall refund the traveller without undue delay and, in any event, not later than 14 days after the suspension of the traveller's refund right ends in accordance with paragraph 4a points (a) and (b), without the need for any prior request by the traveller.	<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>
Article 1, first paragraph, point (8), amending provision, numbered paragraph (5)				
G	104	5. Vouchers shall have a validity period of a maximum of 12 months from the day a traveller accepts a voucher in accordance with paragraph 4. That period may be extended once for up to 12 months with the explicit and written agreement of both parties.	5. Vouchers shall have a validity period of a maximum of 12 months from the day a traveller accepts a voucher in accordance with paragraph 4. That period may be extended once for up to 12 months with the explicit and written agreement of both parties. <u>Travellers shall have the right to request a refund after the end of the validity period.</u>	<i>deleted</i>
Article 1, first paragraph, point (8), amending provision, numbered paragraph (6)				

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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)				
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 <u><i>who transfers the</i></u>

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
		<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.	<u>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. The organiser shall confirm the transfer of the voucher</u> without any additional cost <u>undue delay on a durable medium.</u>
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>
Article 1, first paragraph, point (8a)				
107a				<u>(8a) the following Article 16a is inserted:</u>
Article 1, first paragraph, point (8a), amending provision, first paragraph				
107b				<u>Article 16a</u>
Article 1, first paragraph, point (8a), amending provision, second paragraph				
107c				<u>Complaint-handling</u>



	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement	
Article 1, first paragraph, point (8a), amending provision, third paragraph					
G	107d			<p><u>1. The organiser shall make sure that he is easily contactable through the contact points indicated in accordance with Article 7(2)(d) and can respond efficiently to queries from or on behalf of travellers, in particular in relation to assistance under Article 16 if a traveller is in difficulty, or in relation to any lack of conformity occurring during the performance of the package and any remedies under Article 13.</u></p>	G
Article 1, first paragraph, point (8a), amending provision, fourth paragraph					
G	107e			<p><u>2. In addition, each organiser shall have in place arrangements for the effective handling of other types of complaints.</u></p> <p><u>The organiser shall acknowledge receipt of such complaints on a durable medium within seven days of receiving them and shall give a reasoned reply to the traveller on a durable medium within 60 days from the date of the complaint.</u></p>	G

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
				<u><i>Member States may lay down shorter periods.</i></u>
Article 1, first paragraph, point (8a), amending provision, fifth paragraph				
G 107f				<p><u><i>3. Unless the organiser fully accepts the traveller's complaint, the organiser shall inform the traveller in the reasoned reply on any alternative dispute resolution (ADR) mechanisms pursuant to Directive 2013/11/EU of the European Parliament and of the Council¹ available to the traveller in the matter at issue.</i></u></p> <p><u><i>1. Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Directive on consumer ADR) (OJ L 165, 18.6.2013, p. 63).</i></u></p>
Article 1, first paragraph, point (9)				
G 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:

	CLEAN Commission Proposal	VS.EC EP Mandate	VSEEC Council Mandate	VS.EC Draft Agreement
Article 1, first paragraph, point (9), amending provision, first paragraph				
109	Article 17	Article 17	Article 17	Article 17
Article 1, first paragraph, point (9), amending provision, second paragraph				
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
Article 1, first paragraph, point (9), amending provision, numbered paragraph (1), first subparagraph				
111	<p>1. Member States shall ensure that organisers established in their territory provide security for the refund of all payments made by or on behalf of travellers in the event of organisers' insolvency. This shall include the protection of payments made where a package is not performed in full or in part as a consequence of the organiser's insolvency or where a traveller was entitled to a refund or had received a voucher from the organiser before its insolvency. In relation to vouchers, the security shall be limited to the amount of payments received from the traveller. If the return journey is included in the package travel contract, organisers shall also provide security for the traveller's repatriation.</p>	<p>1. Member States shall ensure that organisers established in their territory provide security for the refund of all payments made by or on behalf of travellers in the event of organisers' insolvency. This shall include the protection of payments made where a package is not performed in full or in part as a consequence of the organiser's insolvency or where a traveller was entitled to a refund or had received a voucher from the organiser before its insolvency. In relation to vouchers, the security shall be limited to the amount of payments received from the traveller's <u>refund rights</u>. If the return journey is included in the package travel contract, organisers shall also provide security for the traveller's</p>	<p>1. Member States shall ensure that organisers established in their territory provide security for the refund of all payments made by or on behalf of travellers in the event of organisers' insolvency. This shall include the protection of payments made where a package is not performed in full or in part as a consequence of the organiser's insolvency or where a traveller was entitled to a refund or had received. Where a traveller receives a voucher from the organiser before its insolvency. In relation to vouchers, the security shall be limited to the amount of payments received from the traveller's refund right. If the return journey is included in the package travel contract, organisers shall also provide security for the traveller's repatriation.</p>	<p>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 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</p>

	CLEAN Commission Proposal	vs.EC EP Mandate	VSEEC Council Mandate	vs.EC Draft Agreement
	Continuation of the package may be offered.	repatriation. Continuation of the package may be offered.	Continuation of the package may be offered.	repatriation. Continuation of the package may be offered.
Article 1, first paragraph, point (9), amending provision, numbered paragraph (1), second subparagraph				
112	Organisers not established in a Member State which sell or offer for sale packages in a Member State, or which by any means direct such activities to a Member State, shall be obliged to provide the security in accordance with the law of that Member State.	Organisers not established in a Member State which sell or offer for sale packages in a Member State, or which by any means direct such activities to a Member State, shall be obliged to provide the security in accordance with the law of that Member State.	Organisers not established in a Member State which sell or offer for sale packages in a Member State, or which by any means direct such activities to a Member State, shall be obliged to provide the security in accordance with the law of that Member State.	Organisers not established in a Member State which sell or offer for sale packages in a Member State, or which by any means direct such activities to a Member State, shall be obliged to provide the security in accordance with the law of that Member State.
Article 1, first paragraph, point (9), amending provision, numbered paragraph (1a)				
112a		<u><i>1a. Member States shall ensure that, where an organiser becomes insolvent, travellers are informed without undue delay and through appropriate communication channels at least about the following:</i></u>		<i>deleted</i>
Article 1, first paragraph, point (9), amending provision, numbered paragraph (1b)				
112b		<u><i>(a) the fact of the organiser's insolvency;</i></u>		<i>deleted</i>
Article 1, first paragraph, point (9), amending provision, numbered paragraph (1c)				
112c		<u><i>(b) the name and contact details of the entity providing insolvency protection; and</i></u>		<i>deleted</i>
Article 1, first paragraph, point (9), amending provision, numbered paragraph (1d)				

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112d		<u>(c) their rights in relation to packages that have already started or that can still be performed.</u>		deleted
Article 1, first paragraph, point (9), amending provision, numbered paragraph (2)				
113	2. The security referred to in paragraph 1 shall be effective and shall cover reasonably foreseeable costs. It shall cover the amounts of payments made by or on behalf of travellers in respect of packages, taking into account the length of the period between the receipt of any payments and the completion of the packages, as well as the estimated cost for repatriations in the event of the organiser's insolvency. The security shall be sufficient to cover costs for refunds and, where applicable, repatriations and vouchers, at all times. The coverage shall take into account periods where organisers hold the highest amounts of payments and any changes in the volume of sales of packages.	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 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.	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 the event of the organiser's insolvency. The security shall be sufficient to cover costs for refunds and, where applicable, repatriations and vouchers, at all times. The coverage security shall take into account periods where that an insolvency may occur at a time when organisers hold the highest amounts of payments and as well as any changes in the volume of sales of packages.	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 the event of the organiser's insolvency. The security shall be sufficient to cover costs for refunds and, where applicable, repatriations and vouchers, at all times. The coverage security shall take into account periods where that an insolvency may occur at a time when organisers hold the highest amounts of payments and as well as any changes in the volume of sales of packages.
Article 1, first paragraph, point (9), amending provision, numbered paragraph (3)				

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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 conditional on approval under the Union State aid provisions.	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 conditional on approval under the Union State aid provisions.	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 conditional on approval under the Union State aid provisions. solutions.	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 <u>availability</u> of insolvency protection, and may, if necessary, require a second level of protection <u>solutions</u> . Any co-financing by Member States is possible only in exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions.
Article 1, first paragraph, point (9), amending provision, numbered paragraph (4)				
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.
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	5. When the performance of the package is affected by the organiser's insolvency, the	5. When the performance of the package is affected by the organiser's insolvency, the	5. When the performance of the package is affected by the organiser's insolvency, the

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	security shall be available free of charge to ensure repatriations and, if necessary, the financing of accommodation prior to the repatriation.	security shall be available free of charge to ensure repatriations and, if necessary, the financing of accommodation prior to the repatriation.	security shall be available free of charge to ensure repatriations and, if necessary, the financing of accommodation prior to the repatriation.	security shall be available free of charge to ensure repatriations and, if necessary, the financing of accommodation prior to the repatriation.
Article 1, first paragraph, point (9), amending provision, numbered paragraph (6)				
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 <u>six</u> 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 <u>nine</u> 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.	6. Refunds of Travellers shall receive a refund of their payments affected by the organiser's insolvency shall be provided without undue delay after the traveller's request and at the latest within three <u>six</u> months after the traveller has submitted <u>submitting</u> the documents necessary to examine <u>their application</u> . <u>In exceptional and duly justified cases, including where the entity or authority processing the application receives an exceptionally high number of applications within a short period of time or where the insolvency affects travellers from several Member States, refunds of payments shall be provided within nine months after the submission of the necessary documents</u> the request .

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				<u><i>Member States may provide for shorter periods.</i></u>
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><i>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:</i></u>
Article 1, first paragraph, point (9), amending provision, numbered paragraph (6a), point (a)				
G	117b		(a) the fact of the organiser's insolvency;	<u><i>(a) the fact of the organiser's insolvency;</i></u>
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><i>(b) the name and contact details of the entity in charge of insolvency protection, or where applicable, the competent authority;</i></u>
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><i>(c) their rights in relation to packages that have already started or that can still be performed.</i></u>
Article 1, first paragraph, point (9), amending provision, numbered paragraph (6a), point (d)				
G	117e			<u><i>(d) the documents that travellers must submit in order to request a refund.</i></u>



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Article 1, first paragraph, point (9), amending provision, numbered paragraph (6b)				
117f				<p><u>6b. Each Member State shall ensure that online inventories listing all organisers, or where applicable retailers, 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 date.</u></p> <p><u>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.</u></p>
Article 1, first paragraph, point (9), amending provision, numbered paragraph (7)				
118	7. Where this is justified in light of payments received by retailers, Member States may	7. Where this is justified in light of payments received by retailers, Member States may	7. Where this is justified in light of payments received by retailers, Member States may	7. Where this is justified in light of payments received by retailers, Member States may

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	require retailers to take out insolvency protection in addition to organisers irrespective of the second subparagraph of Article 13(1)..	require retailers to take out insolvency protection in addition to organisers irrespective of the second subparagraph of Article 13(1)..	require retailers to take out insolvency protection in addition to organisers irrespective of the second subparagraph of Article 13(1)..	require retailers to take out insolvency protection in addition to organisers irrespective of the second subparagraph of Article 13(1)..
Article 1, first paragraph, point (10)				
119	(10) in Article 18, paragraph 2, is replaced by the following:	(10) in Article 18, paragraph 2, is replaced by the following:	(10) in Article 18, paragraph 2, is replaced by the following is amended as follows:	(10) in Article 18, paragraph 2, is replaced by the following is amended as follows:
Article 1, first paragraph, point (10), amending provision, point (a)				
119a			(a) paragraph 2 is replaced by the following:	<u>(a) paragraph 2 is replaced by the following:</u>
Article 1, first paragraph, point (10), amending provision, numbered paragraph (2)				
120	2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers operating in different Member States and to exchange information in relation to insolvency protection and any mechanisms put in place to ensure the effectiveness of refunds for terminated package travel contracts. Member States shall notify the contact details of those	2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers operating in different Member States and to exchange information in relation to insolvency protection and any mechanisms put in place to ensure the effectiveness of refunds for terminated package travel contracts. Member States shall notify the contact details of those	2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers operating in different Member States and to exchange information in relation to insolvency protection and any mechanisms put in place to ensure the effectiveness of refunds for terminated package travel contracts. Member States shall notify the contact details of those	2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers operating in different Member States and to exchange information in relation to insolvency protection and any mechanisms put in place to ensure the effectiveness of refunds for terminated package travel contracts. Member States shall notify the contact details of those contact points to all other Member States and the Commission.

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

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
			specific organisers established in their territory. Each Member State shall create or make an existing online inventory listing organisers publicly accessible which are in compliance with their insolvency protection obligations. The contact points shall grant each other access to the inventory.	<u>protection for specific organisers established in their territory.</u>
Article 1, first paragraph, point (10a), first subparagraph				
G	120c			<u>(c) paragraph 4 is replaced by the following:</u>
Article 1, first paragraph, point (10a), second subparagraph				
G	120d			<u>4. If a Member State has doubts about an organiser's insolvency protection, it shall seek clarification from the organiser's Member State of establishment. Member States shall respond to requests from other Member States as quickly as possible taking into account the urgency and complexity of the matter. In any event a first response shall include the identity of the organiser, or where applicable retailers, and the entity or entities in charge of the insolvency protection and shall be</u>

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				<u>issued at the latest within 15 working days from receiving the request.</u>
Article 1, first paragraph, point (11)				
121	(11) Article 19 is replaced by the following:	(11) Article 19 is replaced by the following: Chapter VI is deleted.	(11) Article 19 is replaced by the following: deleted	(11) Article 19 is replaced by the following: Chapter VI is deleted.
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 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),	<i>deleted</i>	<i>deleted</i>	<i>deleted</i>

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	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>
<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	<i>deleted</i>	<i>deleted</i>	<i>deleted</i>

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	shall inform the trader which invited the traveller to conclude such contract on this fact.			
Article 1, first paragraph, point (11a)				
G	127a	<u>(11a) in Article 21, the first paragraph is replaced by the following:</u>		<u>(11a) in Article 21, the first paragraph is replaced by the following:</u>
Article 1, first paragraph, point (11b)				
G	127b	<u>"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."</u>		<u>"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."</u>
Article 1, first paragraph, point (12)				
G	128	(12) Article 22 is replaced by the following:	(12) Article 22 is replaced by the following:	(12) Article 22 is replaced by the following:
Article 1, first paragraph, point (12), amending provision, first paragraph				
G	129	Article 22	Article 22	Article 22
Article 1, first paragraph, point (12), amending provision, second paragraph				
G	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

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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 to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations.	(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 to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations.	(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 to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations.	(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 to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations.
Article 1, first paragraph, point (12), amending provision, numbered paragraph (2)				
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.

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Article 1, first paragraph, point (12a)				
G	132a	<u>(12a) Article 23(1) is replaced by the following:</u>	(12a) In Article 23 paragraph 1 is replaced by the following:	<u>(12a) Article 23(1) is replaced by the following:</u>
Article 1, first paragraph, point (12a), amending provision, numbered paragraph (1)				
G	132b	<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>	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.	<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>
Article 1, first paragraph, point (12b)				
G	132c	<u>(12b) in Article 24, the following paragraphs are added:</u>		deleted moved to Art 16a
Article 1, first paragraph, point (12c)				
G	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 contact details and working</u>		deleted

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		<u>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).</u>		
Article 1, first paragraph, point (12d)				
g	132e	<u>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.</u>		deleted
Article 1, first paragraph, point (12e)				
g	132f	<u>1c. Details of the complaint-handling procedure shall be made available on the website of the organisers and</u>		deleted

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
		<u>retailers offering services covered by this Directive.</u>		
Article 1, first paragraph, point (12f)				
6	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>		deleted
Article 1, first paragraph, point (12g)				
6	132h	<u>(12c) Article 25 is replaced by the following:</u>		deleted
Article 1, first paragraph, point (12h)				
6	132i	<u>‘Article 25</u>		deleted
Article 1, first paragraph, point (12i)				
6	132j	<u>Penalties</u>		deleted
Article 1, first paragraph, point (12j)				

	CLEAN	Commission Proposal	VS.EC	EP Mandate	VS.EC	Council Mandate	VS.EC	Draft Agreement
G		132k		<u>Member States shall lay down the rules on penalties applicable to infringements of national provisions adopted pursuant to this Directive and shall take all measures necessary to ensure that they are implemented. The penalties provided for shall be effective, proportionate and dissuasive. 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>				deleted
Article 1, first paragraph, point (12k)								
G		132l		<u>(12d) the following Article is inserted:</u>				deleted
Article 1, first paragraph, point (12l)								
G		132m		<u>'Article 26a</u>				deleted
Article 1, first paragraph, point (12m)								

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132n		<u>Alternative dispute resolution mechanism</u>		deleted
Article 1, first paragraph, point (12n)				
132o		<u>Organisers, retailers, intermediaries and other actors falling within the scope of this Directive may participate in alternative dispute resolution procedures.</u>		deleted
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.
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> .
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
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 Council a report on the application	By [5 years after the entry into force of this Directive], the Commission shall submit to the European Parliament and to the Council a report on the application	By [5 years after the entry into force of this Directive], the Commission shall submit to the European Parliament and to the Council a report on the application	By [5 years after the entry into force of this Directive], the Commission shall submit to the European Parliament and to the Council a report on the application

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	of this Directive. This report will also take into account the impact on micro, small and medium-sized organisers.	of this Directive. This report will also take into account the impact on micro, small and medium-sized organisers.	of this Directive. This report will also take into account the impact on micro, small and medium-sized organisers.	of this Directive. This report <i>shall include in particular an assessment of the application of Article 5a of Directive (EU) 2015/2302 and</i> will also take into account the impact on micro, small and medium-sized organisers.
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.
Article 3				
G	138 Article 3 Transposition	Article 3 Transposition	Article 3 Transposition	Article 3 Transposition
Article 3(1), first subparagraph				
G	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 forthwith communicate to the Commission the text of those provisions.	1. Member States shall adopt and publish, by [18 24 months after the entry into force of the Directive] at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those provisions.	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 forthwith communicate to the Commission the text of those provisions.	1. Member States shall adopt and publish, by [18 28 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 forthwith communicate to the Commission the text of those provisions.
Article 3(1), second subparagraph				
G	140 They shall apply those provisions from [6 months after the transposition deadline].	They shall apply those provisions from [6 months after the transposition deadline].	They shall apply those provisions from [6 months after the transposition deadline].	They shall apply those provisions from [6 months after the transposition deadline].

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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.
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.
Article 4				
143	Article 4 Entry into force	Article 4 Entry into force	Article 4 Entry into force	Article 4 Entry into force
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.
Article 5				
145	Article 5 Addressees	Article 5 Addressees	Article 5 Addressees	Article 5 Addressees
Article 5, first paragraph				

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G	146	This Directive is addressed to the Member States.	This Directive is addressed to the Member States.	This Directive is addressed to the Member States.	This Directive is addressed to the Member States.	G
Formula						
G	147	Done at Brussels,	Done at Brussels,	Done at Brussels,	Done at Brussels,	G
Formula						
G	148	For the European Parliament	For the European Parliament	For the European Parliament	For the European Parliament	G
Formula						
G	149	The President	The President	The President	The President	G
Formula						
G	150	For the Council	For the Council	For the Council	For the Council	G
Formula						
G	151	The President	The President	The President	The President	G
Annex I						
G	152	Annex I	Annex I	Annex I	Annex I	G
Annex I, Part I						
G	153	Part I Part A	Part I Part A	Part I Part A	Part I Part A	G
Annex I, first paragraph						
G	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	G
Annex I, Table 1						
G	155	Table 1	Table 1	Table 1	Table 1	G
Annex I, second paragraph						

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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:
Annex I, third paragraph				
157	Key rights under Directive (EU) 2015/2302	Key rights under Directive (EU) 2015/2302	Key rights under Directive (EU) 2015/2302	Key rights under Directive (EU) 2015/2302
Annex I, fourth paragraph				
158	Information	Information	Information	Information
Annex I, fifth paragraph				
159	- Travellers will receive all essential information about the package before concluding the package travel contract.	- Travellers will receive all essential information about the package before concluding the package travel contract.	- Travellers will receive all essential information about the package before concluding the package travel contract.	- Travellers will receive all essential information about the package before concluding the package travel contract.
Annex I, sixth paragraph				
160	- This includes information on the price and on the payments due at the time of booking. Travellers may, in principle, not be asked to pay more than 25% of the total price at the time of booking (downpayments) and the remaining payments may not be requested earlier than 28 days before departure. However, organisers may ask for downpayments higher than 25% where this is necessary to ensure the organisation and performance of the package.	- This includes information on the price and on the payments due at the time of booking. Travellers may, in principle, not be asked to pay more than 25% of the total price at the time of booking (downpayments) and the remaining payments may not be requested earlier than 28 days before departure. However, organisers may ask for downpayments higher than 25% where this is necessary to ensure the organisation and performance of the package.	- This includes information on the price and on the payments due at the time of booking. Travellers may, in principle, not be asked to pay more than 25% of the total price at the time of booking (downpayments) and the remaining payments may not be requested earlier than 28 days before departure. However, organisers may ask for downpayments higher than 25% where this is necessary to ensure the organisation and performance of the package.	- 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>

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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).
Annex I, -a paragraph				
162	Liabile trader and contact points	Liabile trader and contact points	Liabile trader and contact points	Liabile trader and contact points
Annex I, ninth paragraph				
163	- There is always at least one trader who is liable for the proper performance of all travel services included in a package. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser's contact details.	- There is always at least one trader who is liable for the proper performance of all travel services included in a package. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser's contact details.	- There is always at least one trader who is liable for the proper performance of all travel services included in a package. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser's contact details.	- There is always at least one trader who is liable for the proper performance of all travel services included in a package. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser's contact details.
Annex I, tenth paragraph				
164	- Where a package is sold via a retailer, travellers can always 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.

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Annex I, eleventh paragraph				
165	- Travellers will be given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the retailer (travel agent) while they are on their trip or holiday.	- Travellers will be given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the retailer (travel agent) while they are on their trip or holiday.	- Travellers will be given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the retailer (travel agent) while they are on their trip or holiday.	- Travellers will be given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the retailer (travel agent) while they are on their trip or holiday.
Annex I, -a paragraph				
166	Transfer of the contract	Transfer of the contract	Transfer of the contract	Transfer of the contract
Annex I, thirteenth paragraph				
167	- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable 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.
Annex I, -a paragraph				
168	Price increases	Price increases	Price increases	Price increases
Annex I, fifteenth paragraph				
169	- The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and at the latest 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, travellers may terminate the contract and	- 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	- 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	- 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

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	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.	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.	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.	will, in that case, get their money back. If, in the contract, the organiser reserves the right to a price increase, travellers have a right to a price reduction if there is a decrease in the relevant costs.
Annex I, -a paragraph				
G	170	Termination of the contract before the start of a package	Termination of the contract before the start of a package	Termination of the contract before the start of a package
Annex I, seventeenth paragraph				
G	171	- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package are changed significantly or if there is a price increase exceeding 8% of the price of the package.	- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package are changed significantly or if there is a price increase exceeding 8% of the price of the package.	- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package are changed significantly or if there is a price increase exceeding 8% of the price of the package.
Annex I, eighteenth paragraph				
G	172	- If, before the start of the package, the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.	- If, before the start of the package, the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.	- If, before the start of the package, the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
Annex I, nineteenth paragraph				
G	173	- Travellers may terminate the contract without paying any	- Travellers may terminate the contract without paying any	- Travellers may terminate the contract without paying any

	CLEAN Commission Proposal	VS.EC EP Mandate	VSEEC Council Mandate	VS.EC Draft Agreement
	termination fee before the start of the package if unavoidable and extraordinary circumstances significantly affect the trip or holiday. Examples of extraordinary circumstances include natural disasters, serious security problems or public health risks which can reasonably be expected to affect the package.	termination fee before the start of the package if unavoidable and extraordinary circumstances significantly affect the trip or holiday. Examples of extraordinary circumstances include natural disasters, serious security problems or public health risks which can reasonably be expected to affect the package.	termination fee before the start of the package if unavoidable and extraordinary circumstances significantly affect the trip or holiday. Examples of extraordinary circumstances include natural disasters, serious security problems or public health risks which can reasonably be expected to affect the package.	termination fee before the start of the package if unavoidable and extraordinary circumstances significantly affect the trip or holiday. Examples of extraordinary circumstances include natural disasters, serious security problems or public health risks which can reasonably be expected to affect the package.
Annex I, twentieth paragraph				
174	- Additionally, travellers may, at any time before the start of the package, terminate the contract, including on personal grounds, in return for an appropriate and justifiable termination fee. Travellers must be informed on applicable termination fees before concluding the contract and in the contract.	- Additionally, travellers may, at any time before the start of the package, terminate the contract, including on personal grounds, in return for an appropriate and justifiable termination fee. Travellers must be informed on applicable termination fees before concluding the contract and in the contract.	- Additionally, travellers may, at any time before the start of the package, terminate the contract, including on personal grounds, in return for an appropriate and justifiable termination fee. Travellers must be informed on applicable termination fees before concluding the contract and in the contract.	- Additionally, travellers may, at any time before the start of the package, terminate the contract, including on personal grounds, in return for an appropriate and justifiable termination fee. Travellers must be informed on applicable termination fees before concluding the contract and in the contract.
Annex I, -a paragraph				
175	Refunds	Refunds	Refunds	Refunds
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
	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)), <u>unless the parties agree on a substitute package within this period.</u> The organiser of the package is responsible for the refund. Where a retailer is involved and where this is required by the applicable national law, also the retailer is responsible for refunds.
Annex I, twenty-third paragraph				
177	- Where the organiser offers a voucher to be used for a future trip instead of a refund within 14 days, travellers will receive information on their rights in relation to the voucher and may choose to accept it or not.	- Where the organiser offers a voucher to be used for a future trip instead of a refund within 14 days, travellers will receive information on their rights in relation to the voucher and may choose to accept it or not.	- Where the organiser offers a voucher to be used for a future trip any travel service offered by the organiser instead of a refund within 14 days, travellers will receive information on their rights in relation to the voucher and may choose to accept it or not.	- Where the organiser offers a voucher to be used for a future <u>any travel service offered by the organiser</u> instead of a refund within 14 days, travellers will receive information on their rights in relation to the voucher and may choose to accept it or not.
Annex I, -a 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
Annex I, twenty-fifth paragraph				
179	- The organiser is obliged to remedy problems occurring during the performance of the package. Travellers must inform the organiser of problems they encounter.	- The organiser is obliged to remedy problems occurring during the performance of the package. Travellers must inform the organiser of problems they encounter.	- The organiser is obliged to remedy problems occurring during the performance of the package. Travellers must inform the organiser of problems they encounter.	- The organiser is obliged to remedy problems occurring during the performance of the package. Travellers must inform the organiser of problems they encounter.
Annex I, twenty-sixth paragraph				

	CLEAN Commission Proposal	vs.EC EP Mandate	vs.EC Council Mandate	vs.EC Draft Agreement
G 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.
Annex I, twenty-seventh paragraph				
G 181	- 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.
Annex I, twenty-eighth paragraph				
G 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.

	CLEAN Commission Proposal	VS.EC EP Mandate	VSEEC Council Mandate	VS.EC Draft Agreement		
Annex I, -a paragraph						
G	183	Insolvency protection	Insolvency protection	Insolvency protection	G	
Annex I, thirtieth paragraph						
G	184	<p>- 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 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.</p>	<p>- 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 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.</p>	<p>- 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 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.</p>	<p>- 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 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.</p>	G
Annex I, Part II						

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
184a			Directive (EU) 2015/2302 as transposed into national law (hyperlink)	<u>Directive (EU) 2015/2302 as transposed into national law (hyperlink)</u>
Annex I, Part II				
185	Part II Part B	Part II Part B	Part II Part B	Part II Part B
Annex I, -a 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
Annex I, Table 2				
187	Table 2	Table 2	Table 2	Table 2
Annex I, -b 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
Annex I, -c paragraph				
189	Information	Information	Information	Information
Annex I, thirty-fourth paragraph				
190	- Travellers will receive all essential information about the package before concluding the package travel contract.	- Travellers will receive all essential information about the package before concluding the package travel contract.	- Travellers will receive all essential information about the package before concluding the package travel contract.	- Travellers will receive all essential information about the package before concluding the package travel contract.
Annex I, thirty-fifth paragraph				
191	- This includes information on the price and on the payments due at the time of booking.	- This includes information on the price and on the payments due at the time of booking.	- This includes information on the price and on the payments due at the time of booking.	- This includes information on the price and on the payments due at the time of booking.

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	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.	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.	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.	Travellers may, in principle, not be asked to pay more than 25% of the total price at the time of booking (downpayments) and the remaining payments may not be requested earlier than 28 days before departure. However, organisers may ask for downpayments higher than 25% where this is necessary to ensure the organisation and performance of the package.
Annex I, thirty-sixth paragraph				
192	- After concluding a package travel contract travellers will receive the contract on a durable medium (for example, on paper or per e-mail).	- After concluding a package travel contract travellers will receive the contract on a durable medium (for example, on paper or per e-mail).	- After concluding a package travel contract travellers will receive the contract on a durable medium (for example, on paper or per e-mail).	- After concluding a package travel contract travellers will receive the contract on a durable medium (for example, on paper or per e-mail).
Annex I, -a paragraph				
193	Liable trader and contact points	Liable trader and contact points	Liable trader and contact points	Liable trader and contact points
Annex I, thirty-eighth paragraph				
194	- There is always at least one trader who is liable for the proper performance of all travel services included in the contract. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser' contact details.	- There is always at least one trader who is liable for the proper performance of all travel services included in the contract. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser' contact details.	- There is always at least one trader who is liable for the proper performance of all travel services included in the contract. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser' contact details.	- 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.

	CLEAN Commission Proposal	vs.EC EP Mandate	vs.EC Council Mandate	vs.EC Draft Agreement		
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 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.	G
Annex I, fortieth paragraph						
G	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.	G
Annex I, -a paragraph						
G	197	Transfer of the contract	Transfer of the contract	Transfer of the contract	Transfer of the contract	G
Annex I, forty-second paragraph						
G	198	- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable notice to the organiser or, where applicable, to the retailer.	- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable notice to the organiser or, where applicable, to the retailer.	- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable notice to the organiser or, where applicable, to the retailer.	- 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.	G
Annex I, -a paragraph						

	CLEAN Commission Proposal	vs.EC EP Mandate	vs.EC Council Mandate	vs.EC Draft Agreement
199	Price increases	Price increases	Price increases	Price increases
Annex I, forty-fourth paragraph				
200	- The price of the package may only be increased if specific costs rise (for instance, fuel 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.
Annex I, -a paragraph				
201	Termination of the contract before the start of a package	Termination of the contract before the start of a package	Termination of the contract before the start of a package	Termination of the contract before the start of a package
Annex I, forty-sixth paragraph				
202	- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package are changed significantly or if there is a price increase exceeding 8% of the price of the package.	- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package are changed significantly or if there is a price increase exceeding 8% of the price of the package.	- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package are changed significantly or if there is a price increase exceeding 8% of the price of the package.	- 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.

	CLEAN Commission Proposal	VS.EC EP Mandate	VSEEC Council Mandate	VS.EC Draft Agreement
Annex I, forty-seventh paragraph				
203	- If, before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.	- If, before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.	- If, before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.	- If, before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
Annex I, forty-eighth paragraph				
204	- Travellers may terminate the contract without paying any termination fee before the start of the package if unavoidable and extraordinary circumstances significantly affect the trip or holiday. Examples of extraordinary circumstances include natural disasters, serious security problems or public health risks which can reasonably be expected to affect the package.	- Travellers may terminate the contract without paying any termination fee before the start of the package if unavoidable and extraordinary circumstances significantly affect the trip or holiday. Examples of extraordinary circumstances include natural disasters, serious security problems or public health risks which can reasonably be expected to affect the package.	- Travellers may terminate the contract without paying any termination fee before the start of the package if unavoidable and extraordinary circumstances significantly affect the trip or holiday. Examples of extraordinary circumstances include natural disasters, serious security problems or public health risks which can reasonably be expected to affect the package.	- Travellers may terminate the contract without paying any termination fee before the start of the package if unavoidable and extraordinary circumstances significantly affect the trip or holiday. Examples of extraordinary circumstances include natural disasters, serious security problems or public health risks which can reasonably be expected to affect the package.
Annex I, forty-ninth paragraph				
205	- Additionally, travellers may, at any time before the start of the package, terminate the contract, including on personal grounds, in return for an appropriate and justifiable termination fee. Travellers must be informed on applicable	- 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	- 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	- 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

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	termination fees before concluding the contract and in the contract.	termination fees before concluding the contract and in the contract.	termination fees before concluding the contract and in the contract.	termination fees before concluding the contract and in the contract.
Annex I, -a paragraph				
G	206 Refunds	Refunds	Refunds	Refunds
Annex I, fifty-first paragraph				
G	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), <u>unless the parties agree on a substitute package within this period</u> . The organiser of the package is responsible for the refund. Where a retailer is involved and where this is required by the applicable national law, the retailer is also responsible for refunds.
Annex I, fifty-second paragraph				
G	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.

	CLEAN Commission Proposal	vs.EC EP Mandate	vs.EC Council Mandate	vs.EC Draft Agreement	
Annex I, -a paragraph					
G	209	Problems during the trip or holiday	Problems during the trip or holiday	Problems during the trip or holiday	G
Annex I, fifty-fourth paragraph					
G	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.	G
Annex I, fifty-fifth paragraph					
G	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 affects the performance of the package, and the organiser fails to remedy the problem.	- If significant elements of the package cannot be provided as agreed, the organiser must offer suitable alternative arrangements at no extra cost. Travellers may terminate the contract without paying any fee, where services are not performed in accordance with the contract, and this substantially affects the performance of the package, and the organiser fails to remedy the problem.	- If significant elements of the package cannot be provided as agreed, the organiser must offer suitable alternative arrangements at no extra cost. Travellers may terminate the contract without paying any fee, where services are not performed in accordance with the contract, and this substantially affects the performance of the package, and the organiser fails to remedy the problem.	G
Annex I, fifty-sixth paragraph					
G	212	- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not	- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not	- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not	G

	CLEAN Commission Proposal	vs.EC EP Mandate	vs.EC Council Mandate	vs.EC Draft Agreement
	performed or are improperly performed.	performed or are improperly performed.	performed or are improperly performed.	performed or are improperly performed.
Annex I, fifty-seventh paragraph				
G 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.
Annex I, -a paragraph				
G 214	Insolvency protection	Insolvency protection	Insolvency protection	Insolvency protection
Annex I, fifty-ninth paragraph				
G 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	- 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	- 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	- 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

	CLEAN Commission Proposal	vs.EC EP Mandate	vs.EC Council Mandate	vs.EC Draft Agreement
	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.	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.	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.	company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.
Annex I, -a 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.)
Annex I, Part III				
G	217 Part III Part C	Part III Part C	Part III Part C	Part III Part C
Annex I, -b 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)
Annex I, Table 3				
G	219 Table 3	Table 3	Table 3	Table 3
Annex I, -c paragraph				
G	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:
Annex I, -Ca paragraph				

	CLEAN Commission Proposal	vs.EC EP Mandate	vS.EC Council Mandate	vs.EC Draft Agreement
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
Annex I, -Cb paragraph				
222	Information	Information	Information	Information
Annex I, sixty-fifth paragraph				
223	- Travellers will receive all essential information about the package before concluding the package travel contract.	- Travellers will receive all essential information about the package before concluding the package travel contract.	- Travellers will receive all essential information about the package before concluding the package travel contract.	- Travellers will receive all essential information about the package before concluding the package travel contract.
Annex I, sixty-sixth paragraph				
224	- This includes information on the price and on the payments due at the time of booking. Travellers may, in principle, not be asked to pay more than 25% of the total price at the time of booking (downpayments) and the remaining payments may not be requested earlier than 28 days before departure. However, 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>
Annex I, sixty-seventh paragraph				
225	- After concluding a package travel contract travellers will receive the contract on a	- After concluding a package travel contract travellers will receive the contract on a	- After concluding a package travel contract travellers will receive the contract on a	- After concluding a package travel contract travellers will receive the contract on a

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	durable medium (for example, on paper or per e-mail).	durable medium (for example, on paper or per e-mail).	durable medium (for example, on paper or per e-mail).	durable medium (for example, on paper or per e-mail).
Annex I, -a paragraph				
G	226	Liabile trader and contact points	Liabile trader and contact points	Liabile trader and contact points
Annex I, sixty-ninth paragraph				
G	227	<p>- 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.</p>	<p>- 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.</p>	<p>- 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.</p>
Annex I, seventieth paragraph				
G	228	<p>- 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.</p>	<p>- 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.</p>	<p>- 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.</p>
Annex I, -a paragraph				
G	229	Transfer of the contract	Transfer of the contract	Transfer of the contract
Annex I, seventy-second paragraph				
G	230	<p>- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable</p>	<p>- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable</p>	<p>- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable</p>

	CLEAN Commission Proposal	vs.EC EP Mandate	vs.EC Council Mandate	vs.EC Draft Agreement
	notice to the organiser or, where applicable, to the retailer.	notice to the organiser or, where applicable, to the retailer.	notice to the organiser or, where applicable, to the retailer.	notice to the organiser or, where applicable, to the retailer.
Annex I, -a paragraph				
G	231 Price increases	Price increases	Price increases	Price increases
Annex I, seventy-fourth paragraph				
G	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.
Annex I, -a paragraph				
G	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
Annex I, seventy-sixth paragraph				
G	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	- 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	- 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	- 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

	CLEAN Commission Proposal	vs.EC EP Mandate	vs.EC Council Mandate	vs.EC Draft Agreement
	or if there is a price increase exceeding 8% of the price of the package.	or if there is a price increase exceeding 8% of the price of the package.	or if there is a price increase exceeding 8% of the price of the package.	or if there is a price increase exceeding 8% of the price of the package.
Annex I, seventy-seventh paragraph				
235	- If, before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.	- If, before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.	- If, before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.	- If, before the start of the package the trader responsible for the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
Annex I, seventy-eighth paragraph				
236	- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of unavoidable and extraordinary circumstances significantly affect the trip or holiday. Examples of extraordinary circumstances include natural disasters, serious security problems or public health risks which can reasonably be expected to affect the package.	- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of unavoidable and extraordinary circumstances significantly affect the trip or holiday. Examples of extraordinary circumstances include natural disasters, serious security problems or public health risks which can reasonably be expected to affect the package.	- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of unavoidable and extraordinary circumstances significantly affect the trip or holiday. Examples of extraordinary circumstances include natural disasters, serious security problems or public health risks which can reasonably be expected to affect the package.	- 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.
Annex I, seventy-ninth paragraph				
237	- Additionally, travellers may, at any time before the start of the package, terminate the contract, including on personal grounds, in return for an appropriate and justifiable	- 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	- 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	- 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

	CLEAN Commission Proposal	vs.EC EP Mandate	vs.EC Council Mandate	vs.EC Draft Agreement
	termination fee. Travellers must be informed on such fees before concluding the contract and in the contract.	termination fee. Travellers must be informed on such fees before concluding the contract and in the contract.	termination fee. Travellers must be informed on such fees before concluding the contract and in the contract.	termination fee. Travellers must be informed on such fees before concluding the contract and in the contract.
Annex I, -a paragraph				
G	238 Refunds	Refunds	Refunds	Refunds G
Annex I, eighty-first paragraph				
G	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), <u>unless the parties agree on a substitute package within this period</u> . 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. G
Annex I, eighty-second paragraph				
G	240 - Where the organiser offers a voucher to be used for a future trip instead of a refund within 14 days, travellers will receive information on their rights in relation to the voucher and may choose to accept it or not.	- Where the organiser offers a voucher to be used for a future trip instead of a refund within 14 days, travellers will receive information on their rights in relation to the voucher and may choose to accept it or not.	- Where the organiser offers a voucher to be used for a future trip any travel service offered by the organiser instead of a refund within 14 days, travellers will receive information on their rights	- 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 G

	CLEAN Commission Proposal	vs.EC EP Mandate	vs.EC Council Mandate	vs.EC Draft Agreement
			in relation to the voucher and may choose to accept it or not.	in relation to the voucher and may choose to accept it or not.
Annex I, -a paragraph				
G	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
Annex I, eighty-fourth paragraph				
G	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.
Annex I, eighty-fifth paragraph				
G	243 - If significant elements of the package cannot be provided as agreed, the organiser must offer suitable alternative arrangements at no extra cost. Travellers may terminate the contract without paying any fee, where services are not performed in accordance with the contract, and this substantially affects the performance of the package, and the organiser fails to remedy the problem.	- If significant elements of the package cannot be provided as agreed, the organiser must offer suitable alternative arrangements at no extra cost. Travellers may terminate the contract without paying any fee, where services are not performed in accordance with the contract, and this substantially affects the performance of the package, and the organiser fails to remedy the problem.	- If significant elements of the package cannot be provided as agreed, the organiser must offer suitable alternative arrangements at no extra cost. Travellers may terminate the contract without paying any fee, where services are not performed in accordance with the contract, and this substantially affects the performance of the package, and the organiser fails to remedy the problem.	- If significant elements of the package cannot be provided as agreed, the organiser must offer suitable alternative arrangements at no extra cost. Travellers may terminate the contract without paying any fee, where services are not performed in accordance with the contract, and this substantially affects the performance of the package, and the organiser fails to remedy the problem.
Annex I, eighty-sixth paragraph				
G	244 - Travellers are also entitled to a price reduction and/or	- Travellers are also entitled to a price reduction and/or	- Travellers are also entitled to a price reduction and/or	- Travellers are also entitled to a price reduction and/or

	CLEAN Commission Proposal	vs.EC EP Mandate	vs.EC Council Mandate	vs.EC Draft Agreement
	compensation for damages where the travel services are not performed or are improperly performed under the conditions set out in Directive (EU) 2015/2302.	compensation for damages where the travel services are not performed or are improperly performed under the conditions set out in Directive (EU) 2015/2302.	compensation for damages where the travel services are not performed or are improperly performed under the conditions set out in Directive (EU) 2015/2302.	compensation for damages where the travel services are not performed or are improperly performed under the conditions set out in Directive (EU) 2015/2302.
Annex I, eighty-seventh paragraph				
G	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.
Annex I, -a paragraph				
G	246 Insolvency protection	Insolvency protection	Insolvency protection	Insolvency protection
Annex I, eighty-ninth paragraph				
G	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	- 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	- 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	- 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

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	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.	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.	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.	entity in charge of the insolvency protection, for example a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.
Annex I, -a 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)
Annex II				
G	249	Annex II	<i>deleted</i>	<i>deleted</i>
Annex II, Part I				
G	250	Part I Part A	<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>

	CLEAN Commission Proposal	VS.EC EP Mandate	VSEEC Council Mandate	VS.EC Draft Agreement
<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>
<i>Annex II, fourth paragraph</i>				

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
G 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>				
G 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.

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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.

EP Mandate Table 2

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

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

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.

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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.

Draft Agreement Table 2

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

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

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](#))