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NOTE

From:	General Secretariat of the Council
To:	Permanent Representatives Committee
No. prev. doc.:	16338/23 + ADD 1 + ADD 2 + ADD 3 + ADD 5 + ADD 6
Subject:	Proposal for a Directive of the European Pariliament 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 - Preparation for the trilogue

I. INTRODUCTION

1. On 30 November 2023, the Commission submitted to the Council and the European Parliament a proposal for a Directive of the European Parliament and of the Council amending Directive (EU) 2015/2302 on Package travel and linked travel arrangements (2015 Directive) [1].

2. The proposal aims to make the protection of travellers more effective and to simplify and clarify certain aspects of the 2015 Directive. In particular, the Commission Report on the application of 2015 Directive[2] signalled challenges related to the lack of clarity regarding the definitions of package and linked travel arrangements, difficulties regarding the refund

[1] Doc. 16338/23 + ADD 1-6.
[2] Doc. 6586/21.

processing, the need for robust insolvency protection during a major crisis and the absence of clear guidance on vouchers.

3. The draft Directive is based on Article 114 of the Treaty on the Functioning of the European Union (TFEU) (ordinary legislative procedure).

4. The European Economic and Social Committee delivered its opinion on 24 April 2024[3]. On 29 February 2024, the Council decided to consult the Committee of the Regions, which took the decision not to deliver an opinion.

5. On 18 December 2024, the Permanent Representative Committee (I) mandated[4] the Presidency to start negotiations with the European Parliament.

6. In the European Parliament, the Committee on the Internal Market and Consumer Protection (IMCO) has the lead responsibility. Alex AGIUS SALIBA (S&D, Malta) was appointed rapporteur. On 26 June 2025 the Committee voted its report. The European Parliament adopted its negotiating mandate[5] at the plenary session on 11 September 2025.

II. INTER-INSTITUTIONAL NEGOTIATIONS – STATE OF PLAY

7. The first trilogue was held under the Danish Presidency on 24 September 2025. The co-legislators explained their views on the main political issues and gave a broad mandate to the technical level to identify and make progress on areas of compromise.

8. The technical level held exchanges in six meetings and prepared compromise proposals on certain provisions.

9. The Danish Presidency has convened six meetings of the Working Party on Consumer Protection and Information to discuss the European Parliament position and the progress in the inter-institutional technical meetings. On 27 October, 3 November and 18 November 2025, the Working Party examined potential compromise proposals in preparation for the next trilogue.

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3 Doc. 9423/24.
4 Doc. 16753/24 + COR1.
5 Doc. P10_TA(2025)0195

10. The second trilogue is scheduled for 2 December 2025. The Presidency aims to conclude the negotiation with the European Parliament and reach a provisional political agreement.

11. Following the guidance from the Working Party and as a result of the technical meetings, the Presidency submits a compromise package to serve as basis for finalising the negotiations, with a view to reaching an overall balanced compromise. The main elements of the proposed mandate and the remaining open issues are outlined under section III. below.

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III. THE PROPOSED MANDATE AND OPEN ISSUES

12. At the technical level, a number of issues have been provisionally agreed (see the last column of the table in the Annex). The compromises preliminarily agreed at technical level contain editorial and technical matters but also cover more political issues regarding, *inter alia*, the following ones:

a) Scope (Article 2): The Council and the European Parliament have agreed to delete linked travel arrangements (LTAs) from the scope of the Directive, for reasons of legal certainty. The provisions relating to LTAs (in Articles 2, 3, 19, 21, 23) have been amended or deleted as a consequence of the modified scope. Furthermore, the Parliament has withdrawn its proposal to exclude all business travels (Article 2(2)(c) – lines 52e-52f) from the scope of the Directive. In this regard, it has been agreed to maintain the provision of the current Directive.

b) Information obligations (Articles 5, 7 and 11): It has been agreed to complement the 2015 Directive with pre-contractual information obligations for organisers allowing the traveller to contact them quickly and efficiently (line 71d), to be informed of all payment modalities available (lines 72-73) and relevant general information on passport and visa requirements (lines 73a-73b). Regarding accessibility, the Council has agreed to amend the obligation for the organiser to provide information on the suitability of the travel for persons with reduced mobility by introducing that the reduced mobility can be due to a disability (Article 5(1)(a)(viii) – lines 71a-71b). Furthermore, it is specified in a recital (line 38) that both pre-contractual and contractual information should be provided in an accessible format. Regarding contractual information obligations, the Parliament has withdrawn its proposal to oblige organisers to inform the traveller immediately about the need to make changes to the package travel contract, regardless of whether they can already offer specific changes (lines 86a-86b).

c) Pre-payments (Article 5a – lines 76-79): The Commission proposal introduces a new article to address the lack of liquidity of organisers when faced with many concurrent refund requests for cancelled travels and to help travellers recover their downpayments, in particular during a major crisis. The Parliament proposed to specify the option for Member States to regulate pre-payments in the operative part of the Directive. It has been agreed to delete Article 5a (line 76-79) and to specify in a recital (line 25) that Member States may regulate pre-payments in national legislation.

d) Fees for the termination of the package travel contract (Article 12(1) – lines 87a-87d)): The Parliament introduces an obligation for travel organisers to specify, in advance, a standardised termination fee for the traveller's termination of the contract. In order to ensure that the traveller is aware of the possible expense, it has been agreed to oblige the organiser to state in the contract that a termination fee may be required. Failure to comply with this requirement will result in the organiser not being able to charge a termination fee. For cases where the contract does not contain specifications but merely states that a standardised termination fee may be required, the termination fee is calculated by the currently applicable method.

e) Termination of the package travel contract due to unavoidable and extraordinary circumstances (Article 12(2) – lines 31, 31a, 89 + definition (Article 3(12) – lines 70c-70d)): The Parliament has withdrawn its amendment to the current definition of unavoidable and extraordinary circumstances. The Council and the Parliament have agreed on recitals that contain further clarification on the traveller's termination right, also reflecting the jurisprudence of the European Court of Justice.

f) Vouchers (Article 12a – lines 95-107): The Commission proposal introduces a new set of rules on the use of vouchers, which can be offered by the organiser to the traveller instead of a refund. The compromise solution combines the Parliament and the Council mandates. The modalities of use have been clarified, and the text retains the detailed characteristics of the vouchers (content, amount, portability) of the Council mandate.

g) Refund (Articles 12 and 17): Member States have the possibility of co-financing insolvency protection mechanisms via state aid. It has been agreed to mention the reference to such state aid rules in recitals only as is the case in the Council mandate (recitals 22 and 17, lines 30 and 35). Regarding the documentation necessary to claim refund (lines 36, 117, 117e), it has been agreed not to harmonise the documents as proposed by the Parliament but to add an obligation to inform about the documents to be submitted in order to request a refund.

h) Public online inventories (Articles 17 and 18 – lines 117f, 120, 120b): The Parliament and the Council have agreed to oblige Member States to ensure that online inventories listing organisers covered by insolvency protection are publicly accessible and kept up to date. Furthermore, the Parliament and the Council have agreed to oblige the Commission to make publicly available a list of the links to Member States national websites of their inventories.

13. Nevertheless, to date, there are some **outstanding issues** which are expected to be on the agenda of the forthcoming trilogue. Following the discussions at the Working Party meetings and at technical level with the Parliament, the Presidency has identified the issues where it seems necessary to revise the Council mandate for further negotiations so that compromise solutions can be achieved. These issues are listed below in order of the individual articles. The Presidency would like to inform delegations of its intentions and to invite them to reflect on the questions below and to express their views on possible areas of flexibility in order to reach a compromise.

a) The definition of 'package' (Article 3 – lines 58 and 61a): The Commission proposal amends the 2015 Directive so that a package is also created when the traveller books one or more travel services within 3 or 24 hours (without or with invitation from the organiser) after having agreed to pay for the first booking. The Council has agreed to broaden the definition of package compared to the current Directive but restricts this possibility to linked online booking processes ("click-through bookings") and applies a 24-hour time limit. The Parliament has an identical position on these "click-through bookings". Thus, both legislators agree to introduce aspects known from the "click-through LTAs" (Article 3(5)(b)), including the 24-hour limit, in the definition of "package".

In addition, the Parliament position allows the creation of a package 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. This applies both in offline and online situations. The definition proposed by the Parliament broadens the definition of 'package' compared to the current Directive (and the Council mandate) in specific situations. The definition would cover bookings with the same trader but not situations where a traveller is invited by the organiser to book travel services on a different website or at a different travel agency. Furthermore, the Parliament's proposed definition would cover situations where the trader has taken initiative ("active invitation") to invite the traveller to book one or more additional

services but not situations where the trader more broadly facilitates such bookings. Finally, the definition does not cover situations where a traveller receives an invitation after agreeing to pay for a first travel service. The definition would thus not cover situations where a traveller receives an invitation after agreeing to pay for the first travel service. The Parliament aims at ensuring that the consumer is protected by the Directive in such situations covered by the proposed definition where the traveller is directed to a separate booking process at the same point of sale. The Parliament considers that the traveller would be inclined to consider such situations a package.

Based on the delegations' views expressed in the Working Party discussions, **the Presidency intends to defend the Council position. However, considering that the Parliament stands firm on its ambition to broaden the definition, the Presidency suggests, as part of a larger compromise on *inter alia* official travel warnings, to show flexibility to a limited broadening** and consider the following options:

Option 1: The Parliament's proposal would constitute a package only if the trader fails to inform in a clear and visible way that the relevant travel services will not constitute a package. The notice should be sent at the same time as the invitation. If the trader complies with this information obligation, the booking does not constitute a package.

Option 2: The Parliament's proposal with a shortened time-window or a time-window of 24-hours starting from the trader's active invitation.

Option 3: The Parliament's proposal limited to online situations only.

For all the above options a recital would clarify what can and cannot be considered "active invitation" (e.g. email containing a link to a booking facility or a prompt integrated in the booking process, but not general and targeted advertisement).

Q1: Could delegation show flexibility to any of the above options and which of them would delegations prefer?

b) The role of official travel warnings in the termination of a contract without fees (Article 12 – line 91): The Commission proposal emphasises the importance of official travel warnings issued by authorities when assessing whether unavoidable and extraordinary circumstances have arisen and significantly affect the performance of a package. This means that the traveller can terminate the contract without paying termination fees. The Council only

clarifies this in a recital. The Parliament maintains the Commission's approach, attributes particular relevance to warnings issued not more than 28 days before the start of the package. **Considering the delegations' views expressed in the Working Party discussions, the Presidency intends to defend the Council position. However, in view of an overall balanced compromise, the Presidency would be open to either:**

Option 1: Highlight in the operative part of the Directive that travel warnings are only relevant on a case-by-case assessment and that they may be important evidence of the occurrence of unavoidable and extraordinary circumstances when assessing the justification of the termination of a contract; or

Option 2: Oppose any reference to official travel warnings in the operative part of the Directive but emphasise their evidential value, based on European Court of Justice jurisprudence.

Q2: Which of these options could delegations support?

c) Insolvency and refund (Article 17 – line 117): The Commission proposes a 3-month deadline for refunds in the event of cancellation of the package as a result of insolvency. While the Parliament extends the time-limit to 6 months, the Council position allows for 9 months, unless Member States provide for a shorter deadline. Considering the delegations' views expressed in the Working Party discussions**, the Presidency intends to defend the Council position. However, as part of a larger compromise in view of an overall balanced compromise, the Presidency suggests showing flexibility and moving closer to the Parliament's position, while maintaining the possibility of a longer time-limit where necessary.**

Q3: Could delegations agree to a compromise where the time-limit would be 6 months, extendable to 9 months in exceptional and duly justified cases?

d) Complaint-handling (Article 24 – lines 132c-132g): The Parliament introduces an obligation for organisers and retailers to set up a complaint-handling mechanism, to make the details of such procedure available on their website and the data necessary to assess the complaint available to national authorities. The Parliament position also establishes that organisers and retailers have to confirm the reception of a complaint within 7 working days and to give a reasoned reply to the traveller within 30 working days. As the Parliament considers it

important to establish procedures, especially time limits, regarding a complaint about a package, the **Presidency suggests showing flexibility for a compromise which does not put disproportionate burden on businesses**.

Q4: Could delegations agree to an obligation for organisers to have in place complaint-handling arrangements entailing i) acknowledgement of receipt of the complaint within 7 calendar days and ii) a reasoned reply to the traveller on a durable medium within 30 calendar days, with the condition that Member States can set shorter deadlines?

e) Penalties (Article 25 – lines 132h-132k): The 2015 Directive obliges Member States to lay down the rules on applicable penalties so that they are effective, proportionate and dissuasive. While the Commission does not propose to amend this provision, the Parliament introduces a maximum fine of at least 4 % of the trader's annual turnover for all infringements of the national provisions implementing this Directive. Based on the delegations' views expressed in the Working Party discussions, **the Presidency intends to defend the Council position.**

Q5: Do delegations maintain their position?

f) Alternative Dispute Resolution (ADR) (Article 26a – lines 132l-132o): The Parliament proposes to introduce a new article recalling traders' possibility to participate in ADR procedures. The Presidency suggests a compromise which entails stating in a recital that i) the ADR Directive applies and ii) it continues to be mandatory that package travel contracts contain information on ADR mechanisms.

Q6: Would delegations agree to the Presidency's suggestions?

g) Transposition (Article 3 of the amending Directive – line 139): The Council position provides for a 30-month period to offer sufficient time for the national legislative procedures and to ensure a smooth adapting to the new requirements. The Parliament has also prolonged the Commission proposal (18 months) and provides for a 24-month period. The **Presidency intends to show some flexibility, if necessary, to reach a balanced overall compromise.**

Q7: Could delegations agree to the 24-month period? If not, what is the shortest period the delegations are ready to accept?

14. The Presidency is aware that some delegations would prefer the original Council mandate. However, a compromise as envisaged above could cater for the most important concerns of

the European Parliament, while preserving the most important aspects of the Council mandate and would thus pave the way for a favourable compromise.

IV. CONCLUSION

15. The Permanent Representatives Committee is invited to:

- examine the open political issues presented in section III, point 13, above and indicate their flexibility on the open questions; and

- agree to the mandate for the forthcoming, possibly final trilogue with the European Parliament, including the preliminary agreement reached at the technical level as set out in the fourth column of the table in the Annex to this Note.

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	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) Text Origin: Commission Proposal
Document Stage				
2	Proposal for a	Proposal for a	Proposal for a	Proposal for a Text Origin: Commission Proposal
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 Text Origin: Commission Proposal
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 Text Origin: Commission Proposal

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EEA Relevance				
5	(Text with EEA relevance)	(Text with EEA relevance)	(Text with EEA relevance)	(Text with EEA relevance) Text Origin: Commission Proposal
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, Text Origin: Commission Proposal
Citation 1				
7	Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,	Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,	Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,	Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof, Text Origin: Commission Proposal
Citation 2				
8	Having regard to the proposal from the European Commission,	Having regard to the proposal from the European Commission,	Having regard to the proposal from the European Commission,	Having regard to the proposal from the European Commission, Text Origin: Commission Proposal

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Citation 3				
9	After transmission of the draft legislative act to the national parliaments,	After transmission of the draft legislative act to the national parliaments,	After transmission of the draft legislative act to the national parliaments,	After transmission of the draft legislative act to the national parliaments, Text Origin: Commission Proposal
Citation 4				
10	Having regard to the opinion of the European Economic and Social Committee[1], _____ 1. OJ C , , p. .	Having regard to the opinion of the European Economic and Social Committee[1], _____ 1. OJ C , , p. .	Having regard to the opinion of the European Economic and Social Committee[1], _____ 1. OJ C , , p. .	Having regard to the opinion of the European Economic and Social Committee[1], _____ 1. OJ C , , p. . Text Origin: Commission Proposal
Citation 5				
11	Having regard to the opinion of the Committee of the Regions[1], _____ 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. . Text Origin: Commission Proposal
Citation 6				
12	Acting in accordance with the ordinary legislative procedure,	Acting in accordance with the ordinary legislative procedure,	Acting in accordance with the ordinary legislative procedure,	Acting in accordance with the ordinary legislative procedure,

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
				Text Origin: Commission Proposal
Formula				
13	Whereas:	Whereas:	Whereas:	Whereas: Text Origin: Commission Proposal
Recital 1				
14	(1) Directive (EU) 2015/2302 of the European Parliament and of the Council[1] modernised the legal framework for package travel in light of developments in the market and technology. That Directive aimed to cover new ways of booking travel services that had emerged, including customised combinations of travel services, which were not covered by Council Directive 90/314/EEC[2] or which were in a legal grey area, 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. _____	(1) Directive (EU) 2015/2302 of the European Parliament and of the Council[1] modernised the legal framework for package travel in light of developments in the market and technology. That Directive aimed to cover new ways of booking travel services that had emerged, including customised combinations of travel services, which were not covered by Council Directive 90/314/EEC[2] or which were in a legal grey area, and strengthened the rights of travellers in different respects. At the same time, it aimed to ensure fairer competition between the different types of travel businesses active in the package travel market. _____	(1) Directive (EU) 2015/2302 of the European Parliament and of the Council[1] modernised the legal framework for package travel in light of developments in the market and technology. That Directive aimed to cover new ways of booking travel services that had emerged, including customised combinations of travel services, which were not covered by Council Directive 90/314/EEC[2] or which were in a legal grey area, and strengthened the rights of travellers in different respects. At the same time, it aimed to ensure fairer competition between the different types of travel businesses active in the package travel market. _____	(1) Directive (EU) 2015/2302 of the European Parliament and of the Council[1] modernised the legal framework for package travel in light of developments in the market and technology. That Directive aimed to cover new ways of booking travel services that had emerged, including customised combinations of travel services, which were not covered by Council Directive 90/314/EEC[2] or which were in a legal grey area, and strengthened the rights of travellers in different respects. At the same time, it aimed to ensure fairer competition between the different types of travel businesses active in the package travel market. _____

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	1. Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11.12.2015, p. 1). 2. Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours (OJ L 158, 23.6.1990, p. 59).	1. Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11.12.2015, p. 1). 2. Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours (OJ L 158, 23.6.1990, p. 59).	1. Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11.12.2015, p. 1). 2. Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours (OJ L 158, 23.6.1990, p. 59).	1. Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11.12.2015, p. 1). 2. Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours (OJ L 158, 23.6.1990, p. 59). Text Origin: Commission Proposal
Recital 2				
G 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	(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	(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	(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 G

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	right for travellers to terminate a package travel contract without termination fees, under certain conditions, in the event of unavoidable and extraordinary circumstances. In addition, Directive (EU) 2015/2302 created the new concept of 'linked travel arrangement', which encompassed bookings carried out at one point of sale and bookings at different points of sale which a trader 'facilitates in a targeted manner'. Linked travel arrangements are largely treated like stand-alone services, but payments received by a trader facilitating a linked travel arrangement are to be protected against such trader's insolvency. Directive (EU) 2015/2302 aimed to ensure transparency by obliging traders to inform travellers on the nature of travel product offered to them and on the associated rights through standard information forms contained in Annexes I and II to that Directive.	right for travellers to terminate a package travel contract without termination fees, under certain conditions, in the event of unavoidable and extraordinary circumstances. ~~*In addition, Directive (EU) 2015/2302 created the new concept of 'linked travel arrangement', which encompassed bookings carried out at one point of sale and bookings at different points of sale which a trader 'facilitates in a targeted manner'. Linked travel arrangements are largely treated like stand-alone services, but payments received by a trader facilitating a linked travel arrangement are to be protected against such trader's insolvency. Directive (EU) 2015/2302 aimed to ensure transparency by obliging traders to inform travellers on the nature of travel product offered to them and on the associated rights through standard information forms contained in Annexes I and II to that Directive.*~~	right for travellers to terminate a package travel contract without termination fees, under certain conditions, in the event of unavoidable and extraordinary circumstances. In addition, Directive (EU) 2015/2302 created the ~~new~~ concept of 'linked travel arrangement', which encompassed bookings carried out at one point of sale and bookings at different points of sale which a trader 'facilitates in a targeted manner'. ~~Linked travel arrangements are largely treated like stand-alone services, but payments received by a trader facilitating a linked travel arrangement are to be protected against such trader's insolvency. Directive (EU) 2015/2302 aimed to ensure transparency by obliging traders to inform travellers on the nature of travel product offered to them and on the associated rights through standard information forms contained in Annexes I and II to that Directive.~~	right for travellers to terminate a package travel contract without termination fees, under certain conditions, in the event of unavoidable and extraordinary circumstances. In addition, Directive (EU) 2015/2302 created the ~~*new*~~ concept of 'linked travel arrangement'~~*, which encompassed bookings carried out at one point of sale and bookings at different points of sale which a trader 'facilitates in a targeted manner'. Linked travel arrangements are largely treated like stand-alone services, but payments received by a trader facilitating a linked travel arrangement are to be protected against such trader's insolvency. Directive (EU) 2015/2302 aimed to ensure transparency by obliging traders to inform travellers on the nature of travel product offered to them and on the associated rights through standard information forms contained in Annexes I and II to that Directive.*~~
Recital 3				
G 16	(3) While, overall, Directive (EU) 2015/2302 has worked well, several challenges have emerged	(3) While, overall, Directive (EU) 2015/2302 has worked well, several challenges have emerged	(3) While, overall, Directive (EU) 2015/2302 has worked well, several challenges have emerged	(3) While, overall, Directive (EU) 2015/2302 has worked well, several challenges have emerged G

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	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.	since the start of its application on 1 July 2018. The COVID-19 pandemic and related government measures had a significant impact on both the travel industry and travellers and exposed certain weaknesses in prevailing business models and showed that specific provisions of the Directive could be clarified. ***Moreover, despite the efforts linked to the Directive, to ensure transparency and provide clear information to travellers, a lack of uniformity in communicating information to travellers about their rights has persisted.***	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.	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, ***including on the information to be provided to travellers, should*** ~~*could*~~ be clarified. Text Origin: Auxiliary 1
Recital 4				
G 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. G

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				Text Origin: Commission Proposal
Recital 5				
18	(5) While, overall, the definition of 'package' is considered to have been effective, the definition of and the rules on linked travel arrangements, as well as their delimitation from packages, should be clarified and simplified. Such clarification and simplification of the definitions and concepts 'package' and 'linked travel arrangement' should increase legal certainty for all parties, while making the protection of travellers more effective, and ensuring a level playing field for traders. At the same time, the number of information forms to be used by traders when informing travellers on their rights should be reduced.	(5) While, overall, the definition of 'package' is considered to have been effective, the definition of and the rules on linked travel arrangements ***have created more complexity and legal uncertainty, and are rarely used in practice. Therefore*** ~~, as well as their delimitation from packages~~, ***the definition of a 'package'*** should be clarified and simplified***, and the provisions on linked travel arrangements should be deleted from Directive (EU) 2015/2302***. Such clarification and simplification of the ~~definitions and concepts~~***definition and concept of*** 'package' and ***the deletion of references to the concept of*** 'linked travel arrangement' should increase legal certainty for all parties, while making the protection of travellers more effective, and ensuring a level playing field for traders. At the same time, the number of information forms to be used by	(5) ~~While,~~ Overall, the definition of 'package' is considered to have been effective~~, the definition of and~~**. By contrast,** the rules on linked travel arrangements **introduced in 2015 have led to considerable complexity in the legislative framework, including in the information to be provided to travellers. This created scope for legal uncertainity in the**~~, as well as their~~ delimitation ~~from~~**between** packages~~, should be clarified and simplified. Such clarification and simplification of the definitions and concepts 'package' and '~~ **and** linked travel ~~arrangement' should increase legal certainty for all 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~~	(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 complexity gave rise to legal uncertainty in thedelimitation between packagesand 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*** on linked travel arrangements, as well as ~~their delimitation from packages~~***Annex II, which contained five information forms for LTAs***,

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		traders when informing travellers on their rights should be reduced. ***With the deletion of the concept of "linked travel arrangements", Annex II should subsequently be deleted.***	~~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**.	***while making a few adjustments to the definition of "package". At the same time, in certain booking situations not leading to the creation of a package, travellers*** should be ~~*clarified and simplified*~~***warned that they will not enjoy the protection associated with packages***. Such clarification and simplification ~~*of the definitions and concepts 'package' and 'linked travel arrangement' should*~~***aim to*** 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.*~~***]*** Text Origin: Auxiliary 1
Recital 5a				
18a		***(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***	**(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**	***(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***

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		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.	**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.**	***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.*** Text Origin: EP Mandate
Recital 6				
R	19	(6) The principle underlying the definition of 'package' should remain that there is a close link between different travel services booked for the purpose of the same trip or holiday. In order to ensure that there is no overlap between the definition of 'package' and 'linked travel arrangement' and to eliminate the difficulties in distinguishing between packages and linked travel arrangements, bookings of different types of travel services for the same trip or holiday at one point of sale where the travel services have been selected before the traveller concludes a first	(6) The principle underlying the definition of 'package' should remain that there is a close link between different travel services booked for the purpose of the same trip or holiday. ~~*In order to ensure that there is no overlap between the definition of 'package' and 'linked travel arrangement' and to eliminate the difficulties in distinguishing between packages and linked travel arrangements,*~~ Bookings of different types of travel services for the same trip or holiday at one point of sale where the travel services have been selected before the traveller concludes a first	*deleted*	R

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

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

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

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				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*~~***relevant contracts and thus the creation of a package***. Text Origin: Auxiliary 1
Recital 9				
G	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	*deleted*	*deleted*	*deleted* G

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	arrangements recommend to travellers to record the invitation and the additional booking, for instance through screenshots, and to inform the trader with whom a first contract was concluded that a contract on an additional type of travel service has been concluded for the same trip or holiday within 24 hours following the invitation from the trader. The trader should be obliged to make available to travellers a facility, such as an email address or a website, where travellers can register such information and shall acknowledge receipt of such information.			
Recital 10				
Y	*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	(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	(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	(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

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	‘at least 25%’ in order to increase legal certainty.	legal certainty. ***It should be noted that different on-site activities that are provided as an intrinsic part of or typically associated with accommodation, regardless of their value, should not result in the creation of a package if these services are combined only with accommodation.***	legal certainty. **It also should be noted that different on-site activities provided as an intrinsic part of or typically associated with accommodation, regardless of their value, do not lead to the creation of the package if these services are combined only with accommodation.**	legal certainty. ***It also should be recalled that other tourist services that are intrinsically part of travel services, such as accommodation or services provided as part of 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.]***
Recital 11				
G 24	(11) As demonstrated, in particular, during the COVID-19	(11) As demonstrated, in particular, during the COVID-19	(11) As demonstrated, in particular, during the COVID-19	(11) As demonstrated, in particular, during the COVID-19 G

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	pandemic, the prevailing business practice of advance payments, the absence of business-to-business rules on refunds to organiser of packages for services cancelled or not performed by the service providers, the absence of rules on vouchers, as well as uncertainty on whether refund claims and vouchers for cancelled packages are covered by insolvency protection, can cause difficulties in relation to refunds to travellers, in particular, where unavoidable and extraordinary circumstances lead to numerous cancellations and affect many travel destinations. Therefore, it should be provided that travellers' payments are 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.	pandemic, the prevailing business practice of advance payments, the absence of business-to-business rules on refunds to organiser of packages for services cancelled or not performed by the service providers, the absence of rules on vouchers, as well as uncertainty on whether refund claims and vouchers for cancelled packages are covered by insolvency protection, can cause difficulties in relation to refunds to travellers, in particular, where unavoidable and extraordinary circumstances lead to numerous cancellations and affect many travel destinations. Therefore, it should be provided that travellers' payments are 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.	pandemic~~, the prevailing business practice of advance payments,~~ the absence of business-to-business rules on refunds to organiser of packages for services cancelled or not performed by the service providers, the absence of rules on vouchers, as well as uncertainty on whether refund claims and vouchers for cancelled packages are covered by insolvency protection, can cause difficulties in relation to refunds to travellers, in particular, where unavoidable and extraordinary circumstances lead to numerous cancellations and affect many travel destinations. Therefore, it should be provided that travellers' payments are 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.	pandemic~~, the prevailing business practice of advance payments,~~ the absence of business-to-business rules on refunds to organiser of packages for services cancelled or not performed by the service providers, the absence of rules on vouchers, as well as uncertainty on whether refund claims and vouchers for cancelled packages are covered by insolvency protection, can cause difficulties in relation to refunds to travellers, in particular, where unavoidable and extraordinary circumstances lead to numerous cancellations and affect many travel destinations. Therefore, it should be provided that travellers' payments are 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. Text Origin: Council Mandate
Recital 12				
G 25	(12) There are certain risks which are inherent in the business	(12) There are certain risks which are inherent in the business	*deleted*	(12) ~~There are certain risks which are inherent in the business~~ G

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	practice of requiring advance payments, in particular, in situations where organisers are obliged to refund significant amounts to travellers for cancelled trips within a short period of time. Therefore, it should be provided that downpayments, that is to say payments asked of travellers at the time of booking or shortly afterwards, should not be higher than 25% of the total price of the package, and that organisers or, where applicable, retailers should be prevented from requesting the payment of the remaining amount earlier than 28 days before the start of the package. At the same time, organisers and, where applicable, retailers should be able 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	practice of requiring advance payments, in particular, in situations where organisers are obliged to refund significant amounts to travellers for cancelled trips within a short period of time. Therefore, it should be provided that downpayments, that is to say payments asked of travellers at the time of booking or shortly afterwards, should ~~not be higher than 25% of the total price of the package, and that organisers or, where applicable, retailers should be prevented from requesting the payment of the remaining amount earlier than 28 days before the start of the package. At the same time, organisers and, where applicable, retailers should be able to request higher~~**be set at an appropriate level.** Downpayments ~~where this is necessary to ensure the organisation and proper performance of the package. The level of downpayments requested by organisers~~ may be ~~justified by advance payments to service providers, including where they belong to the same group of companies as the organiser, or the need to cover the organiser's costs~~		~~practice of requiring advance payments, in particular, in situations where~~**While Directive (EU) 2015/2302 obliges** organisers ~~are obliged to refund significant amounts to~~**to inform** travellers **about arrangements** for ~~cancelled trips within a short period of time. Therefore, it should be provided that downpayments, that is to say payments asked of travellers at the time of booking or shortly afterwards, should not be higher than 25% of the total price of the package, and that organisers or, where applicable, retailers should be prevented from requesting the~~ payment ~~of the remaining amount earlier than 28 days before the start of the package. At the same time, organisers and, where applicable, retailers should be able to request higher~~**, including any** downpayments ~~where this is necessary to ensure the organisation and proper performance of the package. The level~~**to be made, it does not contain any rules limiting the amount** of downpayments ~~requested by organisers may be~~

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	and performance of the package at the time of booking or shortly afterwards. This may, where applicable, include commissions requested by retailers.	~~*directly related to the organisation and performance of the package at the time of booking or shortly afterwards*~~***subject to limitations based on national jurisdiction***. ~~*This may, where applicable, include commissions requested by retailers.*~~		~~*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*~~***or regulating the timetable for payment*** of the ~~*package at the time of booking or shortly afterwards. This may, where applicable, include commissions requested by retailers*~~***balance. Member States may regulate such aspects insofar as such rules are in conformity with Union law***. Text Origin: Auxiliary 1
Recital 13				
G	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,	*deleted*	*deleted*	*deleted* G

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	about the downpayments they request.			
Recital 14				
G 27	*(14)* Since the limitation of advance payments is not compatible with the concept of package travel gift boxes as referred to in Article 3(5)(b)(iv) of Directive (EU) 2015/2302 and packages booked less than 28 days before the start of the package, these two types of packages should be exempted from the limitation of advance payments introduced by this Directive.	*deleted*	*deleted*	*deleted* G
Recital 15				
G 28	*(15)* Where a travel service contained in a package is cancelled or not performed and where advance payments have been made to the respective service provider, organisers should be entitled to a refund of the payments made from service providers within 7 days. This right to refund should enable organisers to comply with their obligation to refund travellers within 14 days in cases where also the package travel contract as a whole is terminated. Where a travel service	(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	(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	(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 G

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	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.	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.	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.	provider cancels or does not provide a service contained in a package but where the package travel contract continues to exist, the right to a refund within 7 days should enable organisers to make alternative arrangements. Text Origin: Commission Proposal
Recital 16				
G 29	(16) In certain situation voluntary vouchers to travellers can be a useful alternative to refunds. Vouchers can give more flexibility to organisers in particular if they are confronted with the obligation to make many refunds within a short period of time. At the same time, vouchers can be acceptable for travellers who do not need an instant refund, as long as there are specific legal guarantees. Therefore, clear rules 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	(16) In certain ~~situation~~**situations** voluntary vouchers to travellers can be a useful alternative to refunds. Vouchers can give more flexibility to organisers in particular if they are confronted with the obligation to make many refunds within a short period of time. At the same time, vouchers can be acceptable for travellers who do not need an instant refund, as long as there are specific legal guarantees. 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	(16) In certain ~~situation~~**situations** voluntary vouchers ~~to travellers~~ can be a useful alternative to refunds. Vouchers can give more flexibility to organisers in particular if they are confronted with the obligation to make many refunds within a short period of time. At the same time, vouchers can be acceptable for travellers who do not need an instant refund, as long as there are specific legal guarantees. Therefore, clear rules on vouchers ~~should be laid down which provide~~**providing** such guarantees **should be established**. Those guarantees should include ~~transparency~~**compulsory information** on the voluntary	(16) In certain ~~situation~~**situations,** voluntary vouchers ~~to travellers~~ can be a useful alternative to refunds. Vouchers can give more flexibility to organisers in particular if they are confronted with the obligation to make many refunds within a short period of time. At the same time, vouchers can be acceptable for travellers who do not need an instant refund, as long as there are specific legal guarantees. Therefore, clear rules ~~on vouchers should be laid down which provide~~**providing** such guarantees **should be established**. Those guarantees should include ~~transparency~~**compulsory information** on the voluntary G

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

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				~~amount~~*value* 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 refund right*.
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, 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**	*(16a) On grounds of legal certainty there should be rules on the validity period of vouchers and its possible extension. It is also appropriate to lay down that, during the validity period of the voucher, the traveller's right to a refund is suspended and to specify the instances where such suspension ends and the traveller regains their refund right. 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* G

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			the organiser, may be redeemed in parts and, may be transferred once, without organisers' being able to charge a fee for the transfer. For a valid transfer the transferor should inform the organiser on the identity of the transferee, so that they can redeem the voucher or receive a refund.	***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.***
Recital 16b				
29b		***(16a) If a package has been combined by an organiser and is made up of services by two, or more, different travel service providers, the voucher should apply to the organiser where the package was booked and not be split up among different travel service providers that the organiser is cooperating with.***		*deleted*
Recital 17				
30	*(17)* It is conceivable for Member States to provide for mechanisms ensuring refunds to travellers in accordance with the legal requirements, for cases where packages are cancelled due to unavoidable and extraordinary circumstances and where organisers are unable comply with	(17) It is conceivable for Member States to provide for mechanisms ensuring refunds to travellers in accordance with the legal requirements, for cases where packages are cancelled due to unavoidable and extraordinary circumstances and where organisers are unable comply with	(17) It is conceivable for Member States to provide for mechanisms ensuring refunds to travellers in accordance with the legal requirements, for cases where packages are cancelled due to unavoidable and extraordinary circumstances and where organisers are unable comply with	(17) It is conceivable for Member States to provide for mechanisms ensuring refunds to travellers in accordance with the legal requirements, for cases where packages are cancelled due to unavoidable and extraordinary circumstances and where organisers are unable comply with

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	their refund obligations. In order to increase transparency, Member States introducing or maintaining such mechanisms should be obliged to inform the Commission and the central contact points of the other Member States about such mechanisms. Such mechanisms are normally funded exclusively through contributions from organisers. Only in exceptional circumstances can such mechanisms be co-financed by Member States, and their introduction is without prejudice to the Union provisions on State aid.	their refund obligations. In order to increase transparency, Member States introducing or maintaining such mechanisms should be obliged to inform the Commission and the central contact points of the other Member States about such mechanisms. Such mechanisms are normally funded exclusively through contributions from organisers. Only in exceptional circumstances can such mechanisms be co-financed by Member States, and their introduction is without prejudice to the Union provisions on State aid.	their refund obligations. In order to increase transparency, Member States introducing or maintaining such mechanisms should be obliged to inform the Commission and the central contact points of the other Member States about such mechanisms. Such mechanisms are normally funded exclusively through contributions from organisers. Only in exceptional **and duly justified** circumstances can such mechanisms be co-financed by Member States, and their introduction is without prejudice to the Union provisions on State aid.	their refund obligations. In order to increase transparency, Member States introducing or maintaining such mechanisms should be obliged to inform the Commission and the central contact points of the other Member States about such mechanisms. Such mechanisms are normally funded exclusively through contributions from organisers. Only in exceptional ***and duly justified*** circumstances can such mechanisms be co-financed by Member States, and their introduction is without prejudice to the Union provisions on State aid. Text Origin: Council Mandate
Recital 17a				
30a				
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	(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*~~	(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	(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*~~

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	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.	~~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 ***and objectively*** affected by unavoidable and extraordinary circumstances***, which requires a case-by-case assessment***. ***The assessment as to whether unavoidable and extraordinary circumstances will have significant and objective effects on the performance of the package should be based on a prediction, at the moment of the termination of the contract, of the likelihood that the unavoidable and extraordinary circumstances will have significant and objective effects on the performance of the package. Where a traveller terminates the contract, such an assessment should be made from the perspective of an average traveller who is reasonably well-informed and reasonably observant and circumspect, based***	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 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**	~~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 unavoidable and extraordinary 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***

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		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 if that journey is not part of the package travel contract, including the transport of the passenger to the agreed place of departure.	**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 part of the package travel contract, including the transport of the passenger to the agreed place of departure.**	*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. 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 cannot be the basis for exercising the right to terminate such a contract without*

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				paying a termination fee unless the situation, although it existed at the moment of the conclusion of contract or was foreseeable at that point in time, exacerbated significantly between the conclusion and the termination of the contract.
Recital 18a				
31a			**(18a) Unavoidable and extraordinary circumstances may cover not only circumstances which make it impossible to perform a package but also circumstances which, without preventing such performance, mean that the 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.**	***(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, 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 thus not only cover circumstances which make it objectively impossible to perform a package but also circumstances which, without preventing such performance,***

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				mean that the package cannot be performed without exposing the travellers concerned to risks to their health and safety. When assessing the relevance of the effects on the performance of the package, the consequence of personal factors relating to the individual situation of travellers, such as the fact of traveling with young children or of belonging to a higher-risk group, must be established objectively in the same way as the circumstances which caused them. [Personal factors should thus not be disregarded in the context of such assessment insofar as they are objective in nature and linked to the unavoidable and extraordinary circumstances.] For instance, certain health risks may affect certain groups of travellers particularly severely due to their vulnerability, such as, depending on the circumstances, children, elderly travellers, travellers with certain conditions or pregnant women. Unavoidable and extraordinary circumstances should also be relevant where they significantly affect the

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				possibility of travellers to benefit from the services contained in the package.
Recital 19				
R 32	(19) During the Covid-19 pandemic, different interpretations emerged regarding cancellation rights due to 'unavoidable and extraordinary circumstances' including in relation to the relevance of travel warnings. It is, therefore, appropriate to specify that official travel warnings for the travel destination issued by the authorities of the Member State of the traveller's residence or departure or the country of destination, are important elements when assessing the justification of the termination of a contract. It should also be clarified that serious restrictions at the travel destination or applying after returning from the trip or holiday, such as quarantine requirements for a significant period, are also relevant when assessing the justification of the termination of a package travel contract.	(19) During the Covid-19 pandemic, different interpretations emerged regarding cancellation rights due to 'unavoidable and extraordinary circumstances' including in relation to the relevance of travel warnings. It is, therefore, appropriate to specify that official travel warnings for the travel destination issued by the authorities of the Member State of the traveller's residence or departure or the country of destination, are important elements when assessing ~~*the justification of*~~***whether*** the termination of a contract ***is justified. Furthermore, the absence of official travel warnings***~~. It~~ should ***not prevent the existence of those circumstances and their effects 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***	(19) ~~During the Covid-19 pandemic, different interpretations emerged regarding cancellation rights due to 'unavoidable and extraordinary circumstances' including in relation to the relevance of travel~~**Official** warnings~~. It is, therefore, appropriate to specify that official~~ **against** travel ~~warnings for the travel~~**to a particular** destination issued by the authorities of ~~the~~ **a** Member State ~~of the traveller's residence or departure~~ or the ~~country of destination, are important elements when assessing the justification of the termination of a contract. It should also be clarified that~~ **fact that travellers will be subject to** serious restrictions at the travel 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~~	R

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		also circumstances which, without preventing such performance, mean that the package cannot be performed without exposing the travellers concerned to risks to their health and safety. The relevance of such circumstances and their effects should be assessed objectively, while taking into account, where appropriate, the degree to which the travellers concerned are exposed to risk. The fact that, due to unavoidable and extraordinary circumstances, travellers will be subject to ~~*also be clarified that*~~ serious restrictions at the travel destination or ~~*applying after returning from the trip or holiday, such as*~~***at their place of departure, including*** quarantine requirements for a significant period, ~~*are also relevant when assessing the justification of the*~~***should also be assessed when considering whether a*** termination of ~~*a package travel*~~ contract ***is justified***.	~~assessing the justification of the~~**can be elements to be taken into account in the assessment of whether a** termination of ~~a package travel~~**the** contract **is justified**. **The relevance of specific travel warnings to the contract at issue will have to be considered on a case-by-case basis. Furthermore, the absence of official travel warnings does not prevent establishing the existence of those circumstances and their effects on the performance of the package.**	
Recital 20				
G	33	(20) It should also be clarified that the 14-day refund period,	(20) It should also be clarified that the 14-day refund period,	(20) It should also be clarified that the 14-day refund period,	(20) It should also be clarified that the 14-day refund period, G

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	which is triggered by the termination of the contract, applies regardless of whether the traveller specifically asks for a refund.	which is triggered by the termination of the contract, applies regardless of whether the traveller specifically asks for a refund. ***Furthermore, it should be specified that the organiser is to reimburse all payments made by or on behalf of the traveller in respect of the package.***	which is triggered by ~~the~~**any** termination of the contract, applies regardless of whether the traveller specifically asks for a refund.	which is triggered by the termination of the contract, applies regardless of whether the traveller specifically asks for a refund. Text Origin: Commission Proposal
Recital 21				
G 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. Text Origin: Council Mandate G
Recital 21a				

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G	34a		***(21a) Under the conditions laid down in this Directive, Member States should define their insolvency protection systems applicable within their territories, including the associated procedures and the methods for providing information on insolvency protection through the most effective communication channels available. It is important to lay down that, as soon as an insolvency occurs, travellers should be provided with all necessary information to benefit from insolvency protection rights. Accordingly, the Member States should designate a relevant entity or entities, which will be responsible for providing the necessary information. The Commission should centralise the information related to those insolvency protection schemes and central contact points, and make it available to the public on its website.***	**(21a) Within the parameters laid down in this Directive, Member States should define their insolvency protection systems applicable within their territories, including the associated procedures and the methods for providing information on insolvency protection through the most effective communication channels available. It is important to lay down that, as soon as an insolvency occurs, travellers must be provided with all necessary information to benefit from insolvency protection rights. Accordingly, the Member States should designate the relevant entity or entities, which will be responsible for providing such necessary information.**	***(21a) Within the parameters laid down in this Directive, Member States should define their insolvency protection systems applicable within their territories, including the associated procedures and the methods for providing information on insolvency protection through the most effective communication channels available. It is important to lay down that, as soon as an insolvency occurs, travellers must be provided with all necessary information. Accordingly, the Member States should designate the relevant entity or entities responsible for providing the necessary information.***	G
Recital 22						
G	35	(22) In order to ensure effectiveness of insolvency	(22) In order to ensure effectiveness of insolvency	(22) In order to ensure **the** effectiveness of insolvency	(22) In order to ensure ***the*** effectiveness of insolvency	G

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	protection for travellers at all times, it should be provided that the security is sufficient to cover costs for refunds and repatriations in cases where an insolvency occurs at a time when an organiser holds the highest amounts of payments. Any increases of those amounts due to a higher anticipated volume of packages sold in a given period should be taken into account. It should be clarified that Member States should supervise the insolvency protection of organisers and monitor the market for the provision of insolvency protection and that. If necessary, Member States should be able to require a second level of protection, such as 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	protection for travellers at all times, it should be provided that the security is sufficient to cover costs for refunds and repatriations in cases where an insolvency occurs at a time when an organiser holds the highest amounts of payments. Any increases of those amounts due to a higher anticipated volume of packages sold in a given period should be taken into account. It should be clarified that Member States should supervise the insolvency protection of organisers and monitor the market for the provision of insolvency protection ~~*and that. If necessary, Member States should be able to require a second level of protection, such as 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	protection for travellers at all times, it should be provided that the security is sufficient to cover costs for refunds and repatriations in cases where an insolvency occurs at a time when an organiser holds the highest amounts of payments. Any increases of those amounts due to a higher ~~anticipated~~ volume of packages sold in a given period **compared to the anticipated sales** should be taken into account. It should be clarified that Member States should supervise the insolvency protection of organisers and monitor the ~~market for the provision~~**availability** of insolvency protection ~~and that~~. If necessary **to ensure effective 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	protection for travellers at all times, it should be provided that the security is sufficient to cover costs for refunds and repatriations in cases where an insolvency occurs at a time when an organiser holds the highest amounts of payments. Any increases of those amounts due to a higher ~~*anticipated*~~ volume of packages sold in a given period ***compared to the anticipated sales*** should be taken into account. It should be clarified that Member States should supervise the insolvency protection of organisers and monitor the ~~*market for the provision*~~***availability*** of insolvency protection ~~*and that*~~. If necessary ***to ensure effective 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

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	are without prejudice to the Union provisions on State aid insofar as such measures involve State aid.	are without prejudice to the Union provisions on State aid insofar as such measures involve State aid.	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**.	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 ~~3~~**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 should be further specified, referring to ~~*3*~~***at the latest [six]*** months after the traveller has submitted the documents necessary to examine ***their application. [However, in exceptional and duly justified cases, such as when the processing entity receives an exceptionally high number of applications within a short period of time or where the insolvency affects travellers from several***

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				Member States, the period for refunds of payments shall be extended to nine months after the submission of the necessary documents.] Member States should be able to provide for a shorter deadline. [Information to be provided to travellers in relation to 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 should be requested to submit only documents that are necessary to examine the request ***and taking into account the requirements of the specific entity responsible for the efficient processing of refund requests***. 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.***]*** Text Origin: Auxiliary 1
Recital 24				

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G 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. Text Origin: Commission Proposal
Recital 25				
G 38	(25) It is important that travellers are properly informed on their rights, are able to understand the information provided to them and have access to that information when they need it. Therefore, certain changes should be made regarding pre-contractual information requirements, the content of a package travel contract and the standard information forms set out in Annexes I and II to Directive (EU) 2015/2302. For example, the standard information forms in Annex I should specify the trader responsible for refunds for cancelled packages. The right to	(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	(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	(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

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	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.	terminate a package travel contract without a fee due to unavoidable and extraordinary circumstances should be presented next to the possibility to cancel a package subject to a cancellation fee. In addition, organisers should be obliged to add the standard information form to the contract so that it is available to travellers after the conclusion of the contract, along with contact details of the relevant traders. ***To ensure that travellers are properly informed about their rights, organisers should provide assistance accessible to travellers, 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***	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~~**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.**	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. ***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.***

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		communication channels should be prioritised, without adversely affecting passenger assistance provided at physical counters.		Text Origin: Council Mandate
Recital 25a				
R 38a		***(25a) Compliance with this Directive should be enforceable by means of the imposition of penalties and other enforcement measures. Member States should take all necessary measures to ensure that the provisions of this Directive are implemented, including by laying down 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***		R

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		provider is an SME, including start-ups.		
Recital 26				
39	(26) Directive (EU) 2015/2302 should, therefore, be amended accordingly.	(26) Directive (EU) 2015/2302 should, therefore, be amended accordingly.	(26) Directive (EU) 2015/2302 should, therefore, be amended accordingly.	(26) Directive (EU) 2015/2302 should, therefore, be amended accordingly. Text Origin: Commission Proposal
Recital 27				
40	(27) Since the objective of this Directive, namely to contribute to the proper functioning of the internal market in relation to package travel and to the achievement of a high and as uniform as possible level of consumer protection in this sector, cannot be sufficiently achieved by the Member States, but can rather, by reason of its scale and effects, be better achieved at Union level, the Union may adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go	(27) Since the objective of this Directive, namely to contribute to the proper functioning of the internal market in relation to package travel and to the achievement of a high and as uniform as possible level of consumer protection in this sector, cannot be sufficiently achieved by the Member States, but can rather, by reason of its scale and effects, be better achieved at Union level, the Union may adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go	(27) Since the objective of this Directive, namely to contribute to the proper functioning of the internal market in relation to package travel and to the achievement of a high and as uniform as possible level of consumer protection in this sector, cannot be sufficiently achieved by the Member States, but can rather, by reason of its scale and effects, be better achieved at Union level, the Union may adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go	(27) Since the objective of this Directive, namely to contribute to the proper functioning of the internal market in relation to package travel and to the achievement of a high and as uniform as possible level of consumer protection in this sector, cannot be sufficiently achieved by the Member States, but can rather, by reason of its scale and effects, be better achieved at Union level, the Union may adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go

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	beyond what is necessary in order to achieve that objective.	beyond what is necessary in order to achieve that objective.	beyond what is necessary in order to achieve that objective.	beyond what is necessary in order to achieve that objective. Text Origin: Commission Proposal
Recital 28				
G 41	(28) This Directive respects the fundamental rights and observes the principles recognised by the Charter of Fundamental Rights of the European Union. This Directive, in particular, respects the freedom to conduct a business laid down in Article 16 of the Charter, while ensuring a high level of consumer protection within the Union, in accordance with Article 38 of the Charter.	(28) This Directive respects the fundamental rights and observes the principles recognised by the Charter of Fundamental Rights of the European Union. This Directive, in particular, respects the freedom to conduct a business laid down in Article 16 of the Charter, while ensuring a high level of consumer protection within the Union, in accordance with Article 38 of the Charter.	(28) This Directive respects the fundamental rights and observes the principles recognised by the Charter of Fundamental Rights of the European Union. This Directive, in particular, respects the freedom to conduct a business laid down in Article 16 of the Charter, while ensuring a high level of consumer protection within the Union, in accordance with Article 38 of the Charter.	(28) This Directive respects the fundamental rights and observes the principles recognised by the Charter of Fundamental Rights of the European Union. This Directive, in particular, respects the freedom to conduct a business laid down in Article 16 of the Charter, while ensuring a high level of consumer protection within the Union, in accordance with Article 38 of the Charter. Text Origin: Commission Proposal
Recital 29				
G 42	(29) The Commission should submit to the European Parliament and to the Council a report on the application of this Directive within 5 years of its entry into force. While the impacts of this Directive on travel businesses, including on micro, small and medium-sized	(29) The Commission should submit to the European Parliament and to the Council a report on the application of this Directive within 5 years of its entry into force. While the impacts of this Directive on travel businesses, including on micro, small and medium-sized	(29) The Commission should submit to the European Parliament and to the Council a report on the application of this Directive within 5 years of its entry into force. While the impacts of this Directive on travel businesses, including on micro, small and medium-sized	(29) The Commission should submit to the European Parliament and to the Council a report on the application of this Directive within 5 years of its entry into force. While the impacts of this Directive on travel businesses, including on micro, small and medium-sized

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	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,	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,	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,	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, Text Origin: Commission Proposal
Formula				
G 43	HAVE ADOPTED THIS DIRECTIVE:	HAVE ADOPTED THIS DIRECTIVE:	HAVE ADOPTED THIS DIRECTIVE:	HAVE ADOPTED THIS DIRECTIVE: Text Origin: Commission Proposal
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 Amendments to Directive (EU) 2015/2302 Text Origin: Commission Proposal
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:	Directive (EU) 2015/2302 is amended as follows:

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		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
					Text Origin: Commission Proposal
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:	(1) Article 1 is replaced by the following: Text Origin: Commission Proposal
Article 1, first paragraph, point (1), amending provision, first paragraph					
G	47	‘ Article 1	‘ Article 1	‘ Article 1	‘ Article 1 Text Origin: Commission Proposal
Article 1, first paragraph, point (1), amending provision, second paragraph					
G	48	Subject matter	Subject matter	Subject matter	Subject matter Text Origin: Commission Proposal
Article 1, first paragraph, point (1), amending provision, third paragraph					
G	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	‘The purpose of this Directive is to contribute to the proper functioning of the internal market and to the achievement of a high and as uniform as possible level of consumer protection by approximating ***and simplifying*** certain aspects of the laws,	‘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	‘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

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	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. ,	regulations and administrative provisions of the Member States in respect of contracts between travellers and traders relating to package travel and ~~*linked travel arrangements, as well as*~~ certain aspects of contracts between organisers of packages and ***travel*** service providers***, as well as of the specific information requirements in some cases not leading to the creation of a package***. ,	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**. ,	administrative provisions of the Member States in respect of contracts between travellers and traders relating to package travel ~~*and linked travel arrangements*~~, as well as certain aspects of contracts between organisers of packages and ***travel*** service providers ***[and specific information requirements for certain situations not leading to the creation of a package]***. , Text Origin: Auxiliary 1
Article 1, first paragraph, point (2)				
50	(2) in Article 2, paragraph 1 is replaced by the following:	(2) in Article 2, paragraph 1 is replaced by the following:	(2) in Article 2, paragraph 1 is replaced by the following:	(2) in Article 2, paragraph 1 is replaced by the following: Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), first subparagraph				
51	‘ 1. This Directive applies to packages offered for sale or sold by traders to travellers and to linked travel arrangements facilitated by traders for travellers.	‘ 1. This Directive applies to packages offered for sale or sold by traders to travellers ~~*and to linked travel arrangements facilitated by traders for travellers*~~.	‘ 1. This Directive applies to packages offered for sale or sold by traders to travellers and to ~~linked travel arrangements facilitated by traders for travellers~~**specific information requirements for certain**	‘ 1. This Directive applies to packages offered for sale or sold by traders to travellers and to ~~*linked travel arrangements facilitated by traders for travellers*~~***specific information requirements for certain***

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			situations not leading to the creation of a package.	***situations not leading to the creation of a package***. Text Origin: Council Mandate
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph				
G 52	It also applies to refund rights of organisers as defined in Article 3(8) against travel service providers in case of cancellation or non-provision of a service that is part of a travel package. ,	It also applies to refund rights of organisers as defined in Article 3(8) against travel service providers in case of cancellation or non-provision of a service that is part of a travel package.	It also applies to refund rights of organisers as defined in Article 3(8) against travel service providers in case of cancellation or non-provision of a service that is part of a travel package. ,	It also applies to refund rights of organisers as defined in Article 3(8) against travel service providers in case of cancellation or non-provision of a service that is part of a travel package. Text Origin: Commission Proposal
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph a				
G 52a		***(2a) in Article 2(2), point (a) is replaced by the following:***		***(2a) in Article 2(2), point (a) is replaced by the following:*** Text Origin: EP Mandate
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph b				
G 52b		***'(a) packages covering a period of less than 24 hours unless overnight accommodation is included;'***		***'(a) packages covering a period of less than 24 hours unless overnight accommodation is included;'*** Text Origin: EP Mandate

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Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph c				
G 52c		***(2b) in Article 2(2), point (b) is replaced by the following:***		***(2b) in Article 2(2), point (b) is replaced by the following:*** Text Origin: EP Mandate
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph d				
G 52d		***'(b) packages offered occasionally and on a 'not-for-profit' basis and only to a limited group of travellers;'***		***'(b) packages offered occasionally and on a 'not-for-profit' basis and only to a limited group of travellers;'*** Text Origin: EP Mandate
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph e				
G 52e		***(2c) in Article 2(2), point (c) is replaced by the following:***		***(2c) in Article 2(2), point (c) is replaced by the following:*** Text Origin: EP Mandate
Article 1, first paragraph, point (2), amending provision, numbered paragraph (1), second subparagraph f				
G 52f		***'(c) packages purchased for the arrangement of business travel between a trader and another natural or legal person who is acting for purposes relating to his trade, business, craft or profession.'*** ,		***'(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.'***

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				’ Text Origin: EP Mandate
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: Text Origin: Commission Proposal
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: Text Origin: Commission Proposal
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, as defined in point 1, for the purpose of the same trip or holiday, if:	‘ (2) ‘package’ means a combination of at least two different types of travel services, as defined in point 1, for the purpose of the same trip or holiday, if:	‘ (2) ‘package’ means a combination of at least two different types of travel services, as defined in point 1, for the purpose of the same trip or holiday, if:	‘ (2) ‘package’ means a combination of at least two different types of travel services, as defined in point 1, for the purpose of the same trip or holiday, if: Text Origin: Commission Proposal
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (a)				

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G	56	(a) those services are combined by one trader, including at the request of or in accordance with the selection of the traveller, before a single contract on all services is concluded; or	(a) those services are combined by one trader, including at the request of or in accordance with the selection of the traveller, before a single contract on all services is concluded; or	(a) those services are combined by one trader, including at the request of or in accordance with the selection of the traveller, before a single contract on all services is concluded; or	(a) those services are combined by one trader, including at the request of or in accordance with the selection of the traveller, before a single contract on all services is concluded; or Text Origin: Commission Proposal	G
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)						
G	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: Text Origin: Commission Proposal	G
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(i)						
R	58	(i) those services are purchased from a single point of sale and	(i) those services are purchased from a single point of sale and ***have been selected before the traveller agrees to pay, or***	(i) those services are purchased from a single point of sale and **have been selected before the traveller agrees to pay, or**		R
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(i), first indent						
G	59	- have been selected before the traveller agrees to pay, or	*deleted*	*deleted*	*deleted*	G
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(i), second indent						

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G	*60*	- other types of travel services are booked within 3 hours after the traveller agreed to pay for the first travel service, or	*deleted*	*deleted*	*deleted*	G
	Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(i), third indent				
G	*61*	- other types of travel services are booked within 24 hours after the traveller agreed to pay for the first travel service and if, before the traveller agreed to pay for the first travel service, the trader invited the traveller to subsequently book one or more additional types of travel services, or	*deleted*	*deleted*	*deleted*	G
	Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(ia)				
R	*61a*		***(ia) if, before the traveller agrees to pay for a first travel service, the trader actively invites the traveller to book one or more additional types of travel services at the same point of sale within 24 hours of agreeing to pay for the first service, or***			R
	Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(ii)				
G	62	(ii) are offered, sold or paid at an inclusive or total price, regardless of any separate billing, or	(ii) ~~are~~ offered, sold or paid at an inclusive or total price, regardless of any separate billing, or	(ii) are offered, sold or ~~paid~~ **charged** at an inclusive or total price, regardless of any separate billing, or	(ii) ***[are]*** ~~are~~ offered, sold or ~~paid~~ ***charged*** at an inclusive or total price, regardless of any separate billing, or	G

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				Text Origin: Council Mandate
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(iii)				
G 63	(iii) are advertised or sold under the term 'package' or under a similar term, or	(iii) ~~are~~ advertised or sold under the term 'package' or under a similar term, or	(iii) are advertised or sold under the term 'package' or under a similar term, or	(iii) ***[are]*** ~~are~~ advertised or sold under the term 'package' or under a similar term, or Text Origin: Council Mandate
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(iv)				
G 64	(iv) are combined after the conclusion of a contract by which a trader entitles the traveller to choose among a selection of different types of travel services, or	(iv) ~~are~~ combined after the conclusion of a contract by which a trader entitles the traveller to choose among a selection of different types of travel services, or	(iv) are 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]*** ~~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 Text Origin: Council Mandate
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(v)				
Y 65	(v) are purchased from separate traders through linked online booking processes where the traveller's name, payment details, e-mail address or the traveller's other personal data are transmitted from the trader with whom the first contract is	(v) ~~are~~ purchased from separate traders through linked online booking processes where the traveller~~'s name, payment details, e-mail address or~~***'s personal data through which*** the traveller~~'s other personal data~~ ***can be identified as a contracting***	(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**	(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***

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	concluded to another trader or other traders.	***party,*** are transmitted from the trader with whom the first contract is concluded to another trader or ~~other~~***traders and a contract or contracts is or are concluded at the latest 24 hours after the confirmation of the booking of the first travel service with the latter trader or*** traders~~.~~***,***	**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**.	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***. Text Origin: Council Mandate
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), first subparagraph, point (b)(va)				
G 65a		***(va) or any other situation where the parties agree to consider the booked travel services as a package.***		*deleted* G
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), second subparagraph				
G *66*	A combination of travel services where not more than one type of travel service as referred to in point (a), (b) or (c) of point 1 is combined with one or more tourist services as referred to in point (d) of point 1 is not a package if the latter services:	A combination of travel services where not more than one type of travel service as referred to in point (a), (b) or (c) of point 1 is combined with one or more tourist services as referred to in point (d) of point 1 is not a package if the latter services:	A combination of travel services where not more than one type of travel service as referred to in point (a), (b) or (c) of point 1 is combined with one or more tourist services as referred to in point (d) of point 1 is not a package if the latter services:	A combination of travel services where not more than one type of travel service as referred to in point (a), (b) or (c) of point 1 is combined with one or more tourist services as referred to in point (d) of point 1 is not a package if the latter services: Text Origin: Commission Proposal G
Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), second subparagraph, point (a)				

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G	67	(a) do not account for at least 25% of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination; or	(a) do not account for at least 25% of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination; or	(a) do not account for at least 25% of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination; or	(a) do not account for at least 25% of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination; or Text Origin: Commission Proposal
	Article 1, first paragraph, point (3)(a), amending provision, numbered paragraph (2), second subparagraph, point (b)				
G	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;. ’, Text Origin: Commission Proposal
	Article 1, first paragraph, point (3)(b)				
G	69	(b) point 5 is replaced by the following:	(b) point 5 is ~~*replaced by the following:*~~ ***deleted.***	(b) point 5 is ~~replaced by the following:~~ **deleted.**	(b) point 5 is ~~*replaced by the following:*~~ ***deleted.*** Text Origin: EP Mandate
	Article 1, first paragraph, point (3)(b), amending provision, numbered paragraph (5)				
G	70	‘ (5) linked travel arrangement’ means a combination of different	*deleted*	*deleted*	*deleted*

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	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. '			
Article 1, first paragraph, point (3a)				
G *70a*		***(ba) point 7 is replaced by the following:***		***(ba) point 7 is replaced by the following:*** Text Origin: EP Mandate G
Article 1, first paragraph, point (3b)				
G 70b		***'(7) 'trader' means any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in his name***		***'(7) 'trader' means any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in his name*** G

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
		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;"		***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;"*** Text Origin: EP Mandate
Article 1, first paragraph, point (3c)				
70c		***(bb) point 12 is replaced by the following:***		
Article 1, first paragraph, point (3c)				
70d		***"(12) 'unavoidable and extraordinary circumstances' means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken, including inter alia war or conflict, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather***		

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			conditions which make it impossible to travel safely to the destination as agreed in the package travel contract;"			
Article 1, first paragraph, point (4)						
G	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: Text Origin: Commission Proposal	G
Article 1, first paragraph, point (4)(-a)						
Y	71a		***(-a) in point (a), subpoint (viii) is replaced by the following:***		***(-a) in point (a), subpoint (viii) is replaced by the following:*** Text Origin: EP Mandate	Y
Article 1, first paragraph, point (4)(-b)						
Y	71b		***'(viii) whether the trip or holiday is generally suitable for persons with a disability and reduced mobility and, upon the traveller's request, precise information on the accessibility and suitability of the trip or holiday taking into account the traveller's needs;'***		***(viii) [whether [the services included in] the trip or holiday is/are, in general, accessible to persons with reduced mobility, regardless of whether the reduced mobility is caused by disabilities [or 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***	Y

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
				trip or holiday in view of the specific needs communicated by the traveller;']
Article 1, first paragraph, point (4)(-c)				
G 71c		***(-aa) point (b) is replaced by the following:***		***(-aa) point (b) is replaced by the following:*** Text Origin: EP Mandate
Article 1, first paragraph, point (4)(-d)				
G 71d		***'(b) the trading name and geographical address of the organiser and, where applicable, of the retailer, as well as their free of charge telephone number and functional e-mail address;'***		***'(b) the trading name and geographical address of the organiser and, where applicable, of the retailer, as well as their telephone number and, where applicable, an electronic address, enabling the traveller to contact the organiser quickly and communicate with them effectively;'*** Text Origin: EP Mandate
Article 1, first paragraph, point (4)(a)				
G 72	(a) point (d) is replaced by the following:	(a) point (d) is replaced by the following:	*deleted*	*(a)* point (d) is replaced by the following: Text Origin: EP Mandate

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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 ***via points or other currency reward systems and*** any amount or percentage of the price which is to be paid as a ~~*downpayment*~~***down payment*** and the timing for payment of the balance~~*, in accordance with Article 5a*~~, or financial guarantees to be paid or provided by the traveller;~~*:*~~***’*** ,	*deleted*	‘ (d) the arrangements for payment, including ***, including by means of any existing loyalty points or other reward systems, and*** any amount or percentage of the price which is to be paid as a ~~*downpayment*~~***down payment*** and the timing for payment of the balance~~*, in accordance with Article 5a*~~, or financial guarantees to be paid or provided by the traveller;~~*:*~~***’*** , Text Origin: EP Mandate
Article 1, first paragraph, point (4)(aa)				
73a		***(aa) point (f) is replaced by the following:***		***(aa) point (f) is replaced by the following:*** Text Origin: EP Mandate
Article 1, first paragraph, point (4)(ab)				
73b		***‘(f) exhaustive general information on passport and visa requirements, including approximate periods for obtaining visas and information***		***‘(f) relevant general information on passport and visa requirements, including approximate periods for obtaining visas and information***

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

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
				Text Origin: Commission Proposal
Article 1, first paragraph, point (4)(b), amending provision, first paragraph a				
G 75a		***(ba) the following point is added:***		*deleted* G
Article 1, first paragraph, point (4)(b), amending provision, first paragraph b				
G *75b*		***'(ha) information that the traveller is buying a package and an explanation of the protection given to travellers after the conclusion of the contract, as provided for in this Directive.'*** ,		*deleted* G
Article 1, first paragraph, point (4)(ba)				
R *75c*			**(ba) the following paragraph is inserted:**	R
Article 1, first paragraph, point (4)(ba), amending provision, numbered paragraph (2a)				
R 75d			' **2a. Subject to Article 23, in online booking situations that do not lead to the creation of a package within the meaning of Article 3, point (2) but where a trader invites a traveller to conclude, after the conclusion of**	R

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
			a first contract, an additional contract on a different type of travel service for the same trip or holiday, the first trader shall inform the traveller, when making such invitation, by a clearly visible notice, that the relevant travel services will not constitute a package. **That notice shall be stated in a clear, comprehensible and prominent manner that the traveller will not benefit from any of the rights applying exclusively to packages under this Directive and that each trader will be solely responsible for the proper contractual performance of its service.** ,	
Article 1, first paragraph, point (4a)				
G	75e	***(4a) in Article 5, paragraph 3 is replaced by the following:***		*deleted* G
Article 1, first paragraph, point (4b)				
G	*75f*	***"3. The information referred to in paragraphs 1 and 2 shall be provided in a clear, comprehensible and prominent***		*deleted* G

		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
			manner and in accessible formats in accordance with the accessibility requirements set out in Annex I to Directive (EU) 2019/882. Where such information is provided in writing, it shall be legible."		
Article 1, first paragraph, point (5)					
G	*76*	*(5)* the following Article 5a is inserted:	(5) the following Article 5a is inserted:	*deleted*	*deleted*
Article 1, first paragraph, point (5), amending provision, first paragraph					
G	*77*	‘ Article 5a	‘ Article 5a	*deleted*	*deleted*
Article 1, first paragraph, point (5), amending provision, second paragraph					
G	*78*	Payments	Payments	*deleted*	*deleted*
Article 1, first paragraph, point (5), amending provision, third paragraph					
G	*79*	Member States shall ensure that, except for packages as defined in Article 3, point (2)(b)(iv), and packages booked less than 28 days before the start of the package, the organiser or, where applicable, the retailer shall not request downpayments exceeding 25% of the total price of the package and	Member States ~~*shall ensure that*~~***may***~~*, except for packages as defined in Article 3, point (2)(b)(iv), and packages booked less than 28 days before the start of the package, the organiser or, where applicable, the retailer shall not request downpayments exceeding 25% of the total price of*~~	*deleted*	*deleted*

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

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
80a		***(-a) paragraph 1 is replaced by the following:***		*deleted*
Article 1, first paragraph, point (6)(-b)				
80b		***'1. Member States shall ensure that package travel contracts are in accessible formats in accordance with the accessibility requirements set out in Annex I to Directive (EU) 2019/882, in plain and intelligible language and, in so far as they are in writing, legible. At the conclusion of the package travel contract or without undue delay thereafter, the organiser or retailer shall provide the traveller with a copy or confirmation of the contract on a durable medium. The traveller shall be entitled to request a paper copy if the package travel contract has been concluded in the simultaneous physical presence of the parties.'***		*deleted*
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:

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

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

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86b		***'2. If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services as referred to in point (a) of the first subparagraph of Article 5(1) or cannot fulfil the special requirements as referred to in point (a) of Article 7(2), or proposes to increase the price of the package by more than 8 % in accordance with Article 10(2), it shall inform immediately the traveller who may within a reasonable period specified by the organiser:'***		*deleted*
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: Text Origin: Commission Proposal
Article 1, first paragraph, point (7)(-a)				
87a		***(-a) paragraph 1 is replaced by the following:***		***(-a) paragraph 1 is replaced by the following:*** Text Origin: EP Mandate
Article 1, first paragraph, point (7)(-b)				

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
G 87b		*'1. Member States shall ensure that the traveller may terminate the package travel contract at any time before the start of the package. Where the traveller terminates the package travel contract under this paragraph, the traveller may be required to pay a standardised termination fee laid down in the contract.'*		*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.* *The contract may:* *(a) specify reasonable standardised termination fees, based on the time of the termination of the package travel 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* *(b) stipulate that the termination fee corresponds to* G

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
				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. ***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.*** ***At the traveller's request the organiser shall provide a justification for the applicable termination fees.]*** Text Origin: Auxiliary 1
Article 1, first paragraph, point (7)(-c)				
87c		***(-aa) in paragraph 1, the following subparagraph is added:***		
Article 1, first paragraph, point (7)(-d)				
87d		***'The organiser shall clearly state either the specific***		

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			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.'			
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:	(a) paragraph 2 is replaced by the following: Text Origin: Commission Proposal	G
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 start of the package without paying any termination fee in the event of unavoidable and extraordinary circumstances	' 2. Notwithstanding paragraph 1, the traveller shall have the right to terminate the package travel contract before the start of the package without paying any termination fee ~~*in the event of*~~***where it can be reasonably expected that the***	' 2. Notwithstanding paragraph 1, the traveller shall have the right to terminate the package travel contract before the start of the package without paying any termination fee ~~in the event of unavoidable and extraordinary circumstances~~	' 2. Notwithstanding paragraph 1, the traveller shall have the right to terminate the package travel contract before the start of the package without paying any termination fee ~~*in the event of unavoidable and extraordinary circumstances*~~	G

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	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. ,	***package travel contract will be significantly and objectively affected by*** 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 ***traveller's*** journey to ***or from*** the destination~~*, where such circumstances significantly affect the performance of the package. The traveller may terminate the contract where it can be reasonably expected that the performance of the package travel contract will be significantly affected by unavoidable and extraordinary circumstances*~~. If the package travel contract is terminated in accordance with this paragraph, the traveller shall be entitled to a full refund of any payments made for the package but shall not be entitled to additional compensation. ,	~~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. ,	~~*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 travel destination or its immediate vicinity, at the place of departure or affecting the traveller's journey to or from 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. , Text Origin: Auxiliary 1
Article 1, first paragraph, point (7)(aa)				

		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement	
G	89a		***(aa) in paragraph 3, the introductory part is replaced by the following:***		*deleted*	G
	Article 1, first paragraph, point (7)(ab)					
G	*89b*		***'3. The organiser may terminate the package travel contract and provide the traveller with a full refund of any payments made for the package, or, in a non-binding manner, offer substantially the same package through alternative carriers and transport modes, or an alternative travel service to replace the original package, or components of that package. However, the organiser shall not be liable for additional compensation, if:'***		*deleted* Text Origin: Auxiliary 1	G
	Article 1, first paragraph, point (7)(b)					
R	*90*	*(b)* the following paragraph 3a is inserted:	(b) the following paragraph 3a is inserted:	*deleted*		R
	Article 1, first paragraph, point (7)(b), amending provision, numbered paragraph (3a)					
R	*91*	' *3a.* Official warnings against travel to a particular destination issued by the authorities of the Member State of departure or traveller's residence or the country	' 3a. Official warnings against travel to a particular destination issued by the authorities of the Member State of departure or traveller's residence or the country	*deleted*		R

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	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.. ,	of destination, or the fact that travellers will be subject to serious restrictions at the travel destination or in the Member State of residence or departure after returning from the trip or holiday, shall be important elements to be taken into account in the assessment of whether a termination of the contract based on paragraph 2 and paragraph 3, point (b), is justified. ***This applies in particular where an official warning has been issued at most 28 days before the scheduled start of the package but is without prejudice to a case-by-case assessment. Where the traveller has been duly informed about an official warning and travel restrictions by the organiser, and nonetheless proceeded with a booking, the traveller shall assume the financial risk in the event that he or she terminates the package travel contract.*** ,		
Article 1, first paragraph, point (7)(c)				
G	*92*	*(c)* paragraph 4 is replaced by the following:	(c) paragraph 4 is replaced by the following:	(c) paragraph 4 is replaced by the following:	(c) paragraph 4 is replaced by the following: G

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
				Text Origin: Commission Proposal
Article 1, first paragraph, point (7)(c), amending provision, numbered paragraph (4), first subparagraph				
G 93	‘4. The organiser shall provide any refunds required under paragraphs 2 and 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the appropriate and justifiable termination fee. The organiser shall make such refunds or reimbursements to the traveller without undue delay and, in any event, not later than 14 days after the package travel contract is terminated, regardless of whether the traveller specifically asks for a refund.’	‘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.’ ***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.***	‘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~~.’	‘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. Where the traveller's payment details are no longer valid, the 14-day refund period shall start running as soon as*** the traveller ~~*specifically asks for a refund*~~***has provided the organiser with the correct payment details***.’ Text Origin: Council Mandate G

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Article 1, first paragraph, point (7)(c), amending provision, numbered paragraph (4), first subparagraph a				
93a				***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.*** Text Origin: Auxiliary 1
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	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	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	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

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	central contact points of the other Member States, referred to in Article 18(2) about those mechanisms. Any co-financing of such mechanisms by Member States is possible only in exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions. ,	central contact points of the other Member States, referred to in Article 18(2) about those mechanisms. Any co-financing of such mechanisms by Member States is possible only in exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions. ,	central contact points of the other Member States, referred to in Article 18(2) about those mechanisms ~~. Any co-financing of such mechanisms by Member States is possible only in exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions.~~ ,	central contact points of the other Member States, referred to in Article 18(2) about those mechanisms ~~. Any co-financing of such mechanisms by Member States is possible only in exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions.~~ , Text Origin: Council Mandate
Article 1, first paragraph, point (8)				
G 95	(8) the following Article 12a is inserted:	(8) the following Article 12a is inserted:	(8) the following Article 12a is inserted:	(8) the following Article 12a is inserted: Text Origin: Commission Proposal G
Article 1, first paragraph, point (8), amending provision, first paragraph				
G 96	‘ Article 12a	‘ Article 12a	‘ Article 12a	‘ Article 12a Text Origin: Commission Proposal G
Article 1, first paragraph, point (8), amending provision, second paragraph				
G 97	Vouchers	Vouchers	Vouchers	Vouchers G

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
				Text Origin: Commission Proposal
Article 1, first paragraph, point (8), amending provision, numbered paragraph (1)				
G 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. ***The organiser may offer a voucher of a higher value than the traveller's refund right.***	1. Member States shall ensure that, where a contract is terminated pursuant to Articles 10, 11 or 12, the organiser may give the traveller the choice to accept a voucher **corresponding at least to the amount of the refund to** which ~~can be used for a future package~~**the traveller is entitled (the traveller's refund right)** instead of a refund. **Travellers may use the voucher for any travel service offered by the organiser. The organiser may offer a voucher of a higher value than the traveller's refund right.**	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. ***The organiser may offer a voucher of a higher value than the traveller's refund right.*** ***1a. Traveller may use the voucher for any travel service offered by the organiser and may redeem the voucher in parts.*** ***1b. Organisers shall not treat holders of vouchers less favourably than other travellers in relation to the booking of travel services.*** Text Origin: Auxiliary 1
Article 1, first paragraph, point (8), amending provision, numbered paragraph (1a)				

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
98a		***1a. The traveller's consent shall not be assumed. Before issuing a voucher, the organiser shall always seek the express consent of the traveller.***		*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. ***When offering a voucher to the traveller and*** before the traveller ***expressly*** accepts the voucher, the organiser shall inform the traveller clearly and prominently ***on a durable medium on the following rights of travellers as laid down in this Article and on the characteristics of the voucher*** ~~*in writing about*~~: Text Origin: Auxiliary 1
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (a)				
100	(a) the fact that the traveller is entitled to a refund within 14 days and is not obliged to accept a voucher,	(a) the fact that the traveller is entitled to a refund within 14 days and is not obliged to accept a voucher,	(a) the fact that the traveller is entitled to a refund within 14 days and is not obliged to accept a voucher~~,~~**;**	(a) the fact that the traveller is entitled to a refund within 14 days and is not obliged to accept a voucher, Text Origin: Auxiliary 1
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (aa)				
100a		***(aa) the value of the voucher;***	**(aa) the value of the voucher;**	***(aa) the value of the voucher;***

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

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (b)				
101	*(b)* the validity period of the voucher and the rights of travellers in relation to vouchers as laid down in this Article,	(b) the validity period of the voucher and the rights of travellers in relation to vouchers as laid down in this Article ***and the fact that these will not change during the validity period of the voucher***,	(b) the validity period of the voucher ~~and the rights of travellers in relation to vouchers as laid down in this Article,~~**;**	(b) the validity period of the voucher ~~*and the rights of travellers in relation to vouchers as laid down in this Article,*~~**;** Text Origin: Auxiliary 1
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (ba)				
101a			**(ba) the fact that the voucher may be used for any travel service offered by the organiser and that, if the voucher is used to book a single travel service, that contract would not be covered by the insolvency protection provided for in this Directive;**	*deleted* Text Origin: Auxiliary 1
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (bb)				
101b			**(bb) the fact that the traveller may redeem the voucher in parts;**	*deleted* Text Origin: Auxiliary 1
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (bc)				
101c			**(bc) the fact that the voucher may be transferred once, and without any fee;**	***(bc) the fact that the voucher may be transferred once and without any fee;***

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
				Text Origin: Auxiliary 1
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2), point (c)				
G 101d			**(c) the fact that if the voucher or part of it has not been redeemed, the traveller is entitled to a reimbursement of the remaining amount of the refund right within 14 days after the end of the validity period, without the need for any prior request.**	***(c) the fact that if the voucher has not been redeemed up to the full amount of the traveller's refund right, the traveller is entitled to a reimbursement of the remaining amount of the traveller's refund right within 14 days after the end of the validity period, without the need for any prior request.*** Text Origin: Auxiliary 1
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.**	***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.***

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
				Text Origin: Auxiliary 1
Article 1, first paragraph, point (8), amending provision, numbered paragraph (2b)				
101f		***2a. The information referred to in paragraph 2 shall be shared proactively, automatically, and in a personalised manner to travellers through digital communication channels by the organiser.***		*deleted*
Article 1, first paragraph, point (8), amending provision, numbered paragraph (3)				
102	*3.* The value of the voucher offered shall correspond at least to the amount of the traveller's refund right. The organiser may offer a voucher on a higher amount.	3. The value of the voucher offered shall correspond at least to the amount of the traveller's refund right. The organiser may offer a voucher ~~*on*~~***of*** a higher ~~*amount*~~***total value***.	*deleted*	*deleted*
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.**	***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.***

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
				Text Origin: Auxiliary 1
Article 1, first paragraph, point (8), amending provision, numbered paragraph (3b)				
102b		***3a. For travellers who opt for a voucher, the organiser shall offer an alternative that, at a minimum, meets their convenience in choosing travel services. Furthermore, these travellers shall be given priority in their choice of travel services.***		*deleted*
Article 1, first paragraph, point (8), amending provision, numbered paragraph (4)				
103	*4.* Travellers shall lose their right to a refund during the validity period of the voucher only if they accept the voucher instead of a refund explicitly and in writing. The parties may at any time agree on a full refund before a voucher is redeemed or expires.	4. Travellers shall lose their right to a refund during the validity period of the voucher ~~*only if they accept*~~***after accepting*** the voucher ~~*instead of a refund explicitly and in writing*~~***on a durable medium***. The parties may at any time agree on a full ***or partial*** refund before a voucher is redeemed or expires.	4. **The** travellers ~~shall lose their~~**'** right to a refund **shall be suspended** during the validity period of the voucher ~~only if they accept~~**provided that they received the information referred to in paragraph 2 and explicitly accepted** the voucher instead of a refund ~~explicitly and in writing. The parties may at any time agree on a full refund before a voucher is redeemed or expires.~~**on a durable medium.**	4. ~~*Travellers shall lose their right to a*~~***The traveller's*** ***right shall be suspended*** during the validity period of the voucher ~~*only if they accept*~~***provided that he received the information referred to in paragraph 2 and expressly accepted*** the voucher instead of a refund ~~*explicitly and in writing*~~***on a durable medium***. The parties may at any time agree on a full ***or partial*** refund before a voucher is redeemed or expires. ***The traveller's refund right shall expire when the voucher has been redeemed up to the level of the traveller's refund right.***

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
				Text Origin: Auxiliary 1
Article 1, first paragraph, point (8), amending provision, numbered paragraph (4a)				
G 103a			**4a. The suspension of the traveller's refund right shall end:**	***4a. The suspension of the traveller's refund right shall end:*** Text Origin: Auxiliary 1 G
Article 1, first paragraph, point (8), amending provision, numbered paragraph (4a), point (a)				
G 103b			**(a) at the moment when the validity period of the voucher expires insofar as the voucher has not been redeemed up to the amount of the traveller's refund right;**	***(a) at the moment when the validity period of the voucher expires insofar as the voucher has not been redeemed up to the amount of the traveller's refund right;*** Text Origin: Auxiliary 1 G
Article 1, first paragraph, point (8), amending provision, numbered paragraph (4a), point (b)				
G 103c			**(b) at the moment when the parties agree on a refund of any remaining amount of the refund right before the validity period of a voucher expires; or**	***(b) at the moment when the parties agree on a refund of any remaining amount of the traveller's refund right before the validity period of a voucher expires; or*** Text Origin: Council Mandate G

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement	
Article 1, first paragraph, point (8), amending provision, numbered paragraph (4a), point (c)					
103d			**(c) in the event of the organiser's insolvency.**	***(c) in the event of the organiser's insolvency.*** Text Origin: Auxiliary 1	
Article 1, first paragraph, point (8), amending provision, numbered paragraph (4b)					
103e			**4b. The organiser shall refund the traveller without undue delay and, in any event, not later than 14 days after the suspension of the traveller's refund right ends in accordance with paragraph 4a points (a) and (b), without the need for any prior request by the traveller.**	***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.*** Text Origin: Auxiliary 1	
Article 1, first paragraph, point (8), amending provision, numbered paragraph (5)					
104	5. Vouchers shall have a validity period of a maximum of 12 months from the day a traveller accepts a voucher in accordance with paragraph 4. That period may be extended once for up to 12 months with the explicit and written agreement of both parties.	5. Vouchers shall have a validity period of a maximum of 12 months from the day a traveller accepts a voucher in accordance with paragraph 4. That period may be extended once for up to 12 months with the explicit and written agreement of both parties. ***Travellers shall have the right to***	*deleted*	*deleted*	

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
		request a refund after the end of the validity period.		
Article 1, first paragraph, point (8), amending provision, numbered paragraph (6)				
G *105*	*6.* If the voucher is not redeemed within its validity period, the organiser shall refund the amount specified in the voucher as soon as possible and at the latest within 14 days after the end of the validity period without the need of any prior request by the traveller.	6. ***It shall be possible for vouchers to be used for all travel services proposed by the organiser. Travellers may use vouchers for one or more services offered by organisers and in parts on different occasions.*** If the voucher is not redeemed within its validity period, the organiser shall refund the amount ~~*specified in the voucher*~~***corresponding to the traveller's refund rights*** as soon as possible and at the latest within 14 days after the end of the validity period without the need of any prior request by the traveller. ***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.***	*deleted*	*deleted* G
Article 1, first paragraph, point (8), amending provision, numbered paragraph (7)				
G *106*	*7.* Vouchers shall be transferable to another traveller without any additional cost.	7. Vouchers shall be transferable to another traveller ***only once*** without any additional	7. Vouchers **may be transferred once. Organisers may not charge any fee for the**	7. Vouchers ***may be transferred once. Organisers may not charge any fee for the*** G

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
		cost. ***The traveller shall inform the organiser in writing of the transfer of the voucher, and shall provide the organiser with the transferee's personal data necessary to redeem the voucher or to receive a refund at the end of its validity period. In order to improve traceability, the voucher shall be marked as transferred.***	**transfer. The transfer** shall be ~~transferable to another~~**valid only if the** traveller ~~without any additional cost~~**who transfers the voucher informs the organiser of the transfer and provides the transferee's personal data on a durable medium, necessary to redeem the voucher or to receive a refund at the end of its validity period**. ,	***transfer. The transfer*** shall be ~~*transferable to another*~~***valid only if the*** traveller ***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. The organiser shall confirm the transfer of the voucher*** without ~~*any additional cost*~~***undue delay on a durable medium***. , Commission proposal skipped 'number 6', hence discrepancy in numbering. Text Origin: Auxiliary 1
Article 1, first paragraph, point (8), amending provision, numbered paragraph (8)				
G	107	8. Vouchers shall be covered by insolvency protection to be arranged by the organiser under Article 17 for the amount of the payments received from the traveller. ,	8. Vouchers shall be covered by insolvency protection to be arranged by the organiser under Article 17 for the amount of the payments received from the traveller. ,	*deleted*	*deleted* *Commission proposal skipped 'number 6', hence discrepancy in numbering.* G

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Article 1, first paragraph, point (8a)				
107a				***(8a) in Article 14, paragraph 5, is replaced by the following:***
Article 1, first paragraph, point (8a), amending provision, first paragraph				
107b				‘ ***5. Any right to compensation or price reduction under this Directive shall not affect the rights of travellers under Regulation (EC) No 261/2004, Regulation (EC) No 1371/2007, Regulation (EC) No 392/2009 of the European Parliament and of the Council ([20]), Regulation (EU) No 1177/2010 and Regulation (EU) No 181/2011, and under international conventions. Travellers shall be entitled to present claims under this Directive and under those Regulations and international conventions. The organiser may deduct from price reduction or compensation due under this Directive any price reduction or compensation received under those Regulations or international conventions insofar as the rights for which the compensation or price reduction***

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				is granted safeguard the same interest or have the same objective. ,
Article 1, first paragraph, point (9)				
108	(9) Article 17 is replaced with the following:	(9) Article 17 is replaced with the following:	(9) Article 17 is replaced with the following:	(9) Article 17 is replaced with the following: Text Origin: Commission Proposal
Article 1, first paragraph, point (9), amending provision, first paragraph				
109	‘ Article 17	‘ Article 17	‘ Article 17	‘ Article 17 Text Origin: Commission Proposal
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 Text Origin: Commission Proposal
Article 1, first paragraph, point (9), amending provision, numbered paragraph (1), first subparagraph				
111	1. Member States shall ensure that organisers established in their territory provide security for the refund of all payments	1. Member States shall ensure that organisers established in their territory provide security for the refund of all payments	1. Member States shall ensure that organisers established in their territory provide security for the refund of all payments	1. Member States shall ensure that organisers established in their territory provide security for the refund of all payments

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	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. Continuation of the package may be offered.	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 refund rights***. If the return journey is included in the package travel contract, organisers shall also provide security for the traveller's repatriation. Continuation of the package may be offered.	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. Continuation of the package may be offered.	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. Continuation of the package may be offered. Text Origin: Auxiliary 1
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	~~———~~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	~~———~~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	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

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	provide the security in accordance with the law of that Member State.	provide the security in accordance with the law of that Member State.	provide the security in accordance with the law of that Member State.	provide the security in accordance with the law of that Member State. Text Origin: Commission Proposal
Article 1, first paragraph, point (9), amending provision, numbered paragraph (1a)				
G 112a		***1a. Member States shall ensure that, where an organiser becomes insolvent, travellers are informed without undue delay and through appropriate communication channels at least about the following:***		*deleted* G
Article 1, first paragraph, point (9), amending provision, numbered paragraph (1b)				
G *112b*		***(a) the fact of the organiser's insolvency;***		*deleted* G
Article 1, first paragraph, point (9), amending provision, numbered paragraph (1c)				
G *112c*		***(b) the name and contact details of the entity providing insolvency protection; and***		*deleted* G
Article 1, first paragraph, point (9), amending provision, numbered paragraph (1d)				
G *112d*		***(c) their rights in relation to packages that have already started or that can still be performed.***		*deleted* G
Article 1, first paragraph, point (9), amending provision, numbered paragraph (2)				

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
G 113	*2.* The security referred to in paragraph 1 shall be effective and shall cover reasonably foreseeable costs. It shall cover the amounts of payments made by or on behalf of travellers in respect of packages, taking into account the length of the period between the receipt of any payments and the completion of the packages, as well as the estimated cost for repatriations in 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. Text Origin: Auxiliary 1
Article 1, first paragraph, point (9), amending provision, numbered paragraph (3)				
G 114	3. To ensure the effectiveness of insolvency protection, Member States shall	3. To ensure the effectiveness of insolvency protection, Member States shall	3. To ensure the effectiveness of insolvency protection, Member States shall	3. To ensure the effectiveness of insolvency protection, Member States shall

	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	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.	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.	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.**	supervise the insolvency protection arrangements of organisers established on their territory, ***and*** monitor the ~~*market for the provision*~~***availability*** of insolvency protection~~*, and may, if necessary, require a second level of protection*~~ ***solutions***~~*. Any co-financing by Member States is possible only in exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions.*~~ Text Origin: Auxiliary 1
Article 1, first paragraph, point (9), amending provision, numbered paragraph (4)				
G 115	4. An organiser's insolvency protection shall benefit travellers regardless of their place of residence, the place of departure or where the package is sold and irrespective of the Member State where the entity in charge of the insolvency protection is located.	4. An organiser's insolvency protection shall benefit travellers regardless of their place of residence, the place of departure or where the package is sold and irrespective of the Member State where the entity in charge of the insolvency protection is located.	4. An organiser's insolvency protection shall benefit travellers regardless of their place of residence, the place of departure or where the package is sold and irrespective of the Member State where the entity in charge of the insolvency protection is located.	4. An organiser's insolvency protection shall benefit travellers regardless of their place of residence, the place of departure or where the package is sold and irrespective of the Member State where the entity in charge of the insolvency protection is located. Text Origin: Auxiliary 1
Article 1, first paragraph, point (9), amending provision, numbered paragraph (5)				

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		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement	
G	116	5. When the performance of the package is affected by the organiser's insolvency, the security shall be available free of charge to ensure repatriations and, if necessary, the financing of accommodation prior to the repatriation.	5. When the performance of the package is affected by the organiser's insolvency, the security shall be available free of charge to ensure repatriations and, if necessary, the financing of accommodation prior to the repatriation.	5. When the performance of the package is affected by the organiser's insolvency, the security shall be available free of charge to ensure repatriations and, if necessary, the financing of accommodation prior to the repatriation.	5. When the performance of the package is affected by the organiser's insolvency, the security shall be available free of charge to ensure repatriations and, if necessary, the financing of accommodation prior to the repatriation. Text Origin: Auxiliary 1	G
Article 1, first paragraph, point (9), amending provision, numbered paragraph (6)						
R	117	6. Refunds of payments affected by the organiser's insolvency shall be provided without undue delay after the traveller's request and at the latest within three months after the traveller has submitted the documents necessary to examine the request.	6. Refunds of payments affected by the organiser's insolvency shall be provided without undue delay after the traveller's request and at the latest within ~~three~~***six*** months after the traveller has submitted the documents necessary to examine the request. ***When requesting a refund, travellers shall provide the package travel contract as well as proof of payment made to the organiser or, where applicable, retailers. Such documentation shall be sufficient for the traveller to request a refund.***	6. Refunds of **travellers'** payments affected by the organiser's insolvency shall be provided without undue delay ~~after the traveller's request~~ and at the latest within ~~three~~**9** months after the traveller has submitted ~~the~~**all relevant** documents necessary to examine the request. **Member States may provide for a shorter deadline for providers of insolvency protection to pay the refunds.**	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*~~***[6/9]*** months after the traveller has submitted ~~*the*~~***[all relevant]*** documents necessary to examine the request. ***Member States may provide for a shorter deadline for providers of insolvency protection to make the refund.*** Text Origin: Council Mandate	R
Article 1, first paragraph, point (9), amending provision, numbered paragraph (6a)						

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
G 117a			**6a. Member States shall ensure that, in case of an organiser's insolvency, travellers are informed without undue delay and through appropriate communication channels at least about:**	***6a. Member States shall ensure that, in case of an organiser's insolvency, travellers are informed without undue delay and through appropriate communication channels at least about:*** Text Origin: Auxiliary 1
Article 1, first paragraph, point (9), amending provision, numbered paragraph (6a), point (a)				
G 117b			**(a) the fact of the organiser's insolvency;**	***(a) the fact of the organiser's insolvency;*** Text Origin: Auxiliary 1
Article 1, first paragraph, point (9), amending provision, numbered paragraph (6a), point (b)				
G 117c			**(b) the name and contact details of the entity providing insolvency protection;**	***(b) [the name and contact details of the entity in charge of insolvency protection, or where applicable, the competent authority;]*** Text Origin: Auxiliary 1
Article 1, first paragraph, point (9), amending provision, numbered paragraph (6a), point (c)				
G 117d			**(c) their rights in relation to packages that have already**	***(c) their rights in relation to packages that have already***

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			started or that can still be performed.	***started or that can still be performed.*** Text Origin: Auxiliary 1
Article 1, first paragraph, point (9), amending provision, numbered paragraph (6a), point (d)				
G 117e				***(d) the documents that travellers must submit in order to request a refund.*** Text Origin: Auxiliary 1
Article 1, first paragraph, point (9), amending provision, numbered paragraph (6b)				
G 117f				***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.*** ***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***

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				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. Text Origin: Auxiliary 1
Article 1, first paragraph, point (9), amending provision, numbered paragraph (7)				
G 118	7. Where this is justified in light of payments received by retailers, Member States may require retailers to take out insolvency protection in addition to organisers irrespective of the second subparagraph of Article 13(1).. ,	7. Where this is justified in light of payments received by retailers, Member States may require retailers to take out insolvency protection in addition to organisers irrespective of the second subparagraph of Article 13(1).. ,	7. Where this is justified in light of payments received by retailers, Member States may require retailers to take out insolvency protection in addition to organisers irrespective of the second subparagraph of Article 13(1).. ,	7. Where this is justified in light of payments received by retailers, Member States may require retailers to take out insolvency protection in addition to organisers irrespective of the second subparagraph of Article 13(1).. , Text Origin: Commission Proposal
Article 1, first paragraph, point (10)				
G 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***:

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				Text Origin: Council Mandate
Article 1, first paragraph, point (10), amending provision, point (a)				
G 119a			**(a) paragraph 2 is replaced by the following:**	‘ ***(a) paragraph 2 is replaced by the following:*** Text Origin: Council Mandate
Article 1, first paragraph, point (10), amending provision, numbered paragraph (2)				
G 120	‘ 2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers operating in different Member States and to exchange information in relation to insolvency protection and any mechanisms put in place to ensure the effectiveness of refunds for terminated package travel contracts. Member States shall notify the contact details of those contact points to all other Member States and the Commission. ’	‘ 2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers operating in different Member States and to exchange information in relation to insolvency protection and any mechanisms put in place to ensure the effectiveness of refunds for terminated package travel contracts. Member States shall notify the contact details of those contact points to all other Member States and the Commission. ***Each Member State shall create an inventory listing all traders that sell packages in their territory and the respective identity of the***	‘ 2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers operating in different Member States and to exchange information in relation to insolvency protection and any mechanisms put in place to ensure the effectiveness of refunds for terminated package travel contracts. Member States shall notify the contact details of those contact points to all other Member States and the Commission. ’	2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers operating in different Member States and to exchange information in relation to insolvency protection and any mechanisms put in place to ensure the effectiveness of refunds for terminated package travel contracts. Member States shall notify the contact details of those contact points to all other Member States and the Commission. ’ Text Origin: Commission Proposal

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		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. ,		
Article 1, first paragraph, point (10), amending provision				
G 120a			**(b) paragraph 3 is replaced by the following:**	***(b) paragraph 3 is replaced by the following:*** Text Origin: Council Mandate G
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**	‘ ***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*** G

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			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. ,	***protection for specific organisers established in their territory.*** , Text Origin: Auxiliary 1
Article 1, first paragraph, point (10a), first subparagraph				
G 120c				***(c) paragraph 4 is replaced by the following:*** Text Origin: Auxiliary 1
Article 1, first paragraph, point (10a), second subparagraph				
G 120d				***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***

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				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 issued at the latest within 15 working days from receiving the request.] Text Origin: Auxiliary 1
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.*** Text Origin: EP Mandate
Article 1, first paragraph, point (11), amending provision, first paragraph				
122	‘ Article 19	*deleted*	*deleted*	*deleted*
Article 1, first paragraph, point (11), amending provision, second paragraph				
123	Insolvency protection and information requirements for linked travel arrangements	*deleted*	*deleted*	*deleted*
Article 1, first paragraph, point (11), amending provision, numbered paragraph (1)				

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G	*124*	*1.* For linked travel arrangements, as defined in Article 3(5), Member States shall ensure that traders which invite travellers to conclude a contract on a different type of travel service shall provide security for the refund of all payments they receive from travellers. If such traders are responsible for the traveller's return journey, the security shall also cover the traveller's repatriation. The second subparagraph of Article 17(1), Article 17(2) to (6) and Article 18 shall apply mutatis mutandis.	*deleted*	*deleted*	*deleted*
	Article 1, first paragraph, point (11), amending provision, numbered paragraph (2)			
G	*125*	*2.* When inviting the traveller to conclude a contract on a different type of travel service, the trader, including where it is not established in a Member State but, by any means, directs such activities to a Member State, shall provide the traveller with the relevant standard information form set out in Annex II, completed as appropriate. The form shall be provided in a clear and prominent manner.	*deleted*	*deleted*	*deleted*
	Article 1, first paragraph, point (11), amending provision, numbered paragraph (3)			

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G 126	*3.* Where traders do not comply with the requirements set out in paragraphs 1 and 2 of this Article, the rights and obligations laid down in Articles 9 and 12 and Chapter IV shall apply in relation to the travel services included in the linked travel arrangement.	*deleted*	*deleted*	*deleted*
Article 1, first paragraph, point (11), amending provision, numbered paragraph (4)				
G 127	*4.* Where a linked travel arrangement is formed, the trader which concludes a contract on a different type of travel service shall inform the trader which invited the traveller to conclude such contract on this fact. ,	*deleted*	*deleted*	*deleted*
Article 1, first paragraph, point (11a)				
G 127a		***(11a) in Article 21, the first paragraph is replaced by the following:***		***(11a) in Article 21, the first paragraph is replaced by the following:*** Text Origin: EP Mandate
Article 1, first paragraph, point (11b)				
G 127b		***"Member States shall ensure that a trader is liable for any errors due to technical***		***"Member States shall ensure that a trader is liable for any errors due to technical***

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		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."		***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."*** Text Origin: EP Mandate
Article 1, first paragraph, point (12)				
128	(12) Article 22 is replaced by the following:	(12) Article 22 is replaced by the following:	(12) Article 22 is replaced by the following:	(12) Article 22 is replaced by the following: Text Origin: Commission Proposal
Article 1, first paragraph, point (12), amending provision, first paragraph				
129	‘ Article 22	‘ Article 22	‘ Article 22	‘ Article 22 Text Origin: Commission Proposal
Article 1, first paragraph, point (12), amending provision, second paragraph				
130	Right of redress and refund rights of organisers	Right of redress and refund rights of organisers	Right of redress and refund rights of organisers	Right of redress and refund rights of organisers Text Origin: Commission Proposal
Article 1, first paragraph, point (12), amending provision, numbered paragraph (1)				

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

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

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

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		keep the data necessary to assess the complaint for the duration of the entire complaint-handling procedure and shall make that data available to national enforcement bodies upon request.		
Article 1, first paragraph, point (12e)				
R 132f		***1c. Details of the complaint-handling procedure shall be made available on the website of the organisers and retailers offering services covered by this Directive.***		R
Article 1, first paragraph, point (12f)				
R 132g		***1d. The submission of complaints by travellers using the mechanism referred to in paragraph 1a shall be without prejudice to their rights to submit disputes for out-of-court resolution in accordance with Article 26a, or to seek redress through court proceedings, subject to periods of limitation in accordance with national law.***		R
Article 1, first paragraph, point (12g)				
R 132h		***(12c) Article 25 is replaced by the following:***		R
Article 1, first paragraph, point (12h)				

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R	132i		*'Article 25*			R
	Article 1, first paragraph, point (12i)					
R	132j		*Penalties*			R
	Article 1, first paragraph, point (12j)					
R	132k		*Member States shall lay down the rules on penalties applicable to infringements of national provisions adopted pursuant to this Directive and shall take all measures necessary to ensure that they are 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.'*			R
	Article 1, first paragraph, point (12k)					
R	132l		*(12d) the following Article is inserted:*			R
	Article 1, first paragraph, point (12l)					
R	132m		*'Article 26a*			R

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

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				Text Origin: Commission Proposal
Article 2, first paragraph				
136	By [5 years after the entry into force of this Directive], the Commission shall submit to the European Parliament and to the Council a report on the application of this Directive. This report will also take into account the impact on micro, small and medium-sized organisers.	By [5 years after the entry into force of this Directive], the Commission shall submit to the European Parliament and to the Council a report on the application of this Directive. This report will also take into account the impact on micro, small and medium-sized organisers.	By [5 years after the entry into force of this Directive], the Commission shall submit to the European Parliament and to the Council a report on the application of this Directive. This report will also take into account the impact on micro, small and medium-sized organisers.	By [5 years after the entry into force of this Directive], the Commission shall submit to the European Parliament and to the Council a report on the application of this Directive. This report will also take into account the impact on micro, small and medium-sized organisers. Text Origin: Commission Proposal
Article 2, second paragraph				
137	The report shall be accompanied, where necessary, by legislative proposals.	The report shall be accompanied, where necessary, by legislative proposals.	The report shall be accompanied, where necessary, by legislative proposals.	The report shall be accompanied, where necessary, by legislative proposals. Text Origin: Commission Proposal
Article 3				
138	Article 3 Transposition	Article 3 Transposition	Article 3 Transposition	Article 3 Transposition Text Origin: Commission Proposal

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Article 3(1), first subparagraph						
R	139	1. Member States shall adopt and publish, by [18 months after the entry into force of the Directive] at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall 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~~***24/30*** 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. Text Origin: Commission Proposal	R
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]. Text Origin: Commission Proposal	G
Article 3(1), third subparagraph						
G	141	When Member States adopt those provisions, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall determine how such reference is to be made.	When Member States adopt those provisions, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall determine how such reference is to be made.	When Member States adopt those provisions, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall determine how such reference is to be made.	When Member States adopt those provisions, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall determine how such reference is to be made.	G

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				Text Origin: Commission Proposal
Article 3(2)				
142	2. Member States shall communicate to the Commission the text of the main provisions of national law which they adopt in the field covered by this Directive.	2. Member States shall communicate to the Commission the text of the main provisions of national law which they adopt in the field covered by this Directive.	2. Member States shall communicate to the Commission the text of the main provisions of national law which they adopt in the field covered by this Directive.	2. Member States shall communicate to the Commission the text of the main provisions of national law which they adopt in the field covered by this Directive. Text Origin: Commission Proposal
Article 4				
143	Article 4 Entry into force	Article 4 Entry into force	Article 4 Entry into force	Article 4 Entry into force Text Origin: Commission Proposal
Article 4, first paragraph				
144	This Directive shall enter into force on the twentieth day following that of its publication in the Official Journal of the European Union.	This Directive shall enter into force on the twentieth day following that of its publication in the Official Journal of the European Union.	This Directive shall enter into force on the twentieth day following that of its publication in the Official Journal of the European Union.	This Directive shall enter into force on the twentieth day following that of its publication in the Official Journal of the European Union. Text Origin: Commission Proposal
Article 5				

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
145	Article 5 Addressees	Article 5 Addressees	Article 5 Addressees	Article 5 Addressees Text Origin: Commission Proposal
Article 5, first paragraph				
146	This Directive is addressed to the Member States.	This Directive is addressed to the Member States.	This Directive is addressed to the Member States.	This Directive is addressed to the Member States. Text Origin: Commission Proposal
Formula				
147	Done at Brussels,	Done at Brussels,	Done at Brussels,	Done at Brussels, Text Origin: Commission Proposal
Formula				
148	For the European Parliament	For the European Parliament	For the European Parliament	For the European Parliament Text Origin: Commission Proposal
Formula				
149	The President	The President	The President	The President Text Origin: Commission Proposal
Formula				

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G 150	For the Council	For the Council	For the Council	For the Council Text Origin: Commission Proposal
Formula				
G 151	The President	The President	The President	The President Text Origin: Commission Proposal
Annex I				
G 152	Annex I	Annex I	Annex I	Annex I Text Origin: Commission Proposal
Annex I, Part I				
G 153	Part I Part A	Part I Part A	Part I Part A	Part I Part A Text Origin: Commission Proposal
Annex I, first paragraph				
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 Text Origin: Commission Proposal
Annex I, Table 1				

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
155	Table 1	Table 1	Table 1	Table 1 Text Origin: Commission Proposal
Annex I, second paragraph				
156	Following the hyperlink, the traveller will receive the following information:	Following the hyperlink, the traveller will receive the following information:	Following the hyperlink, the traveller will receive the following information:	Following the hyperlink, the traveller will receive the following information: Text Origin: Commission Proposal
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 Text Origin: Commission Proposal
Annex I, fourth paragraph				
158	Information	Information	Information	Information Text Origin: Commission Proposal
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.

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
				Text Origin: Commission Proposal
Annex I, sixth paragraph				
G 160	- This includes information on the price and on the payments due at the time of booking. Travellers may, in principle, not be asked to pay more than 25% of 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. ~~*Travellers may, in principle, not be asked to pay more than 25% of the total price at the time of booking (downpayments) and the remaining payments may not be requested earlier than 28 days before departure. However, organisers may ask for downpayments higher than 25% where this is necessary to ensure the organisation and performance of the package.*~~ Text Origin: Council Mandate
Annex I, seventh paragraph				
G 161	- After concluding a package travel contract travellers will receive the contract on a durable medium (for example, on paper or per e-mail).	- After concluding a package travel contract travellers will receive the contract on a durable medium (for example, on paper or per e-mail).	- After concluding a package travel contract travellers will receive the contract on a durable medium (for example, on paper or per e-mail).	- After concluding a package travel contract travellers will receive the contract on a durable medium (for example, on paper or per e-mail). Text Origin: Commission Proposal

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
Annex I, -a paragraph				
162	Liable trader and contact points	Liable trader and contact points	Liable trader and contact points	Liable trader and contact points Text Origin: Commission Proposal
Annex I, ninth paragraph				
163	- There is always at least one trader who is liable for the proper performance of all travel services included in a package. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser's contact details.	- There is always at least one trader who is liable for the proper performance of all travel services included in a package. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser's contact details.	- There is always at least one trader who is liable for the proper performance of all travel services included in a package. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser's contact details.	- There is always at least one trader who is liable for the proper performance of all travel services included in a package. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser's contact details. Text Origin: Commission Proposal
Annex I, tenth paragraph				
164	- Where a package is sold via a retailer, travellers can always also contact the retailer if there are any problems or to pass messages to the organiser. The retailer's contact details are also provided in the contract. Depending on the applicable national law, retailers may also be liable for the performance of the package.	- Where a package is sold via a retailer, travellers can always also contact the retailer if there are any problems or to pass messages to the organiser. The retailer's contact details are also provided in the contract. Depending on the applicable national law, retailers may also be liable for the performance of the package.	- Where a package is sold via a retailer, travellers can always also contact the retailer if there are any problems or to pass messages to the organiser. The retailer's contact details are also provided in the contract. Depending on the applicable national law, retailers may also be liable for the performance of the package.	- Where a package is sold via a retailer, travellers can always also contact the retailer if there are any problems or to pass messages to the organiser. The retailer's contact details are also provided in the contract. Depending on the applicable national law, retailers may also be liable for the performance of the package.

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
				Text Origin: Commission Proposal
Annex I, eleventh paragraph				
G 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. Text Origin: Commission Proposal
Annex I, -a paragraph				
G 166	Transfer of the contract	Transfer of the contract	Transfer of the contract	Transfer of the contract Text Origin: Commission Proposal
Annex I, thirteenth paragraph				
G 167	- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable notice to the organiser or, where applicable, to the retailer.	- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable notice to the organiser or, where applicable, to the retailer.	- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable notice to the organiser or, where applicable, to the retailer.	- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable notice to the organiser or, where applicable, to the retailer. Text Origin: Commission Proposal
Annex I, -a paragraph				

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
G 168	Price increases	Price increases	Price increases	Price increases Text Origin: Commission Proposal G
Annex I, fifteenth paragraph				
G 169	- The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and at the latest 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, travellers may terminate the contract and will, in that case, get their money back. If, in the contract, the organiser reserves the right to a price increase, travellers have a right to a price reduction if there is a decrease in the relevant costs.	- The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and at the latest 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, travellers may terminate the contract and will, in that case, get their money back. If, in the contract, the organiser reserves the right to a price increase, travellers have a right to a price reduction if there is a decrease in the relevant costs.	- The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and at the latest 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, travellers may terminate the contract and will, in that case, get their money back. If, in the contract, the organiser reserves the right to a price increase, travellers have a right to a price reduction if there is a decrease in the relevant costs.	- The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and at the latest 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, travellers may terminate the contract and will, in that case, get their money back. If, in the contract, the organiser reserves the right to a price increase, travellers have a right to a price reduction if there is a decrease in the relevant costs. Text Origin: Commission Proposal G
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	Termination of the contract before the start of a package Text Origin: Commission Proposal G
Annex I, seventeenth paragraph				

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement	
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.	- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package are changed significantly or if there is a price increase exceeding 8% of the price of the package. Text Origin: Commission Proposal	G
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.	- If, before the start of the package, the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate. Text Origin: Commission Proposal	G
Annex I, nineteenth paragraph					
G 173	- Travellers may terminate the contract without paying any termination fee before the start of the package if unavoidable and extraordinary circumstances significantly affect the trip or holiday. Examples of	- 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	- 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	- 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	G

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

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

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		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
G	178	Problems during the trip or holiday	Problems during the trip or holiday	Problems during the trip or holiday	Problems during the trip or holiday Text Origin: Commission Proposal
	Annex I, twenty-fifth paragraph				
G	179	- The organiser is obliged to remedy problems occurring during the performance of the package. Travellers must inform the organiser of problems they encounter.	- The organiser is obliged to remedy problems occurring during the performance of the package. Travellers must inform the organiser of problems they encounter.	- The organiser is obliged to remedy problems occurring during the performance of the package. Travellers must inform the organiser of problems they encounter.	- The organiser is obliged to remedy problems occurring during the performance of the package. Travellers must inform the organiser of problems they encounter. Text Origin: Commission Proposal
	Annex I, twenty-sixth paragraph				
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.

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		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
					Text Origin: Commission Proposal
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. Text Origin: Commission Proposal
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. Text Origin: Commission Proposal
Annex I, -a paragraph					
G	183	Insolvency protection	Insolvency protection	Insolvency protection	Insolvency protection

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		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
					Text Origin: Commission Proposal
Annex I, thirtieth paragraph					
G	184	- If the organiser becomes insolvent, travellers' payments will be refunded. In some Member States there is also insolvency protection for payments to retailers. If the organiser or, where 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.	- 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.	- 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.	- 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. Text Origin: Commission Proposal
Annex I, Part II					

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		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement	
G	184a			**Directive (EU) 2015/2302 as transposed into national law (hyperlink)**	***Directive (EU) 2015/2302 as transposed into national law (hyperlink)*** Text Origin: Council Mandate	G
	Annex I, Part II					
G	185	Part II Part B	Part II Part B	Part II Part B	Part II Part B Text Origin: Commission Proposal	G
	Annex I, -a paragraph					
G	186	Standard information form for package travel contracts in situations other than those covered by Part A	Standard information form for package travel contracts in situations other than those covered by Part A	Standard information form for package travel contracts in situations other than those covered by Part A	Standard information form for package travel contracts in situations other than those covered by Part A Text Origin: Commission Proposal	G
	Annex I, Table 2					
G	187	Table 2	Table 2	Table 2	Table 2 Text Origin: Commission Proposal	G
	Annex I, -b paragraph					
G	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	G

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		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
					Text Origin: Commission Proposal
Annex I, -c paragraph					
G	189	Information	Information	Information	Information Text Origin: Commission Proposal
Annex I, thirty-fourth paragraph					
G	190	- Travellers will receive all essential information about the package before concluding the package travel contract.	- Travellers will receive all essential information about the package before concluding the package travel contract.	- Travellers will receive all essential information about the package before concluding the package travel contract.	- Travellers will receive all essential information about the package before concluding the package travel contract. Text Origin: Commission Proposal
Annex I, thirty-fifth paragraph					
G	191	- This includes information on the price and on the payments due at the time of booking. Travellers may, in principle, not be asked to pay more than 25% of the total price at the time of booking (downpayments) and the remaining payments may not be requested earlier than 28 days before departure. However, organisers may ask for downpayments higher than 25% where this is necessary to ensure	- 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	- 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~~	- 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*~~

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		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
		the organisation and performance of the package.	the organisation and performance of the package.	~~the organisation and performance of the package.~~	~~*the organisation and performance of the package.*~~ Text Origin: Council Mandate
	Annex I, thirty-sixth paragraph				
G	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). Text Origin: Commission Proposal
	Annex I, -a paragraph				
G	193	Liable trader and contact points	Liable trader and contact points	Liable trader and contact points	Liable trader and contact points Text Origin: Commission Proposal
	Annex I, thirty-eighth paragraph				
G	194	- There is always at least one trader who is liable for the proper performance of all travel services included in the contract. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser' contact details.	- There is always at least one trader who is liable for the proper performance of all travel services included in the contract. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser' contact details.	- There is always at least one trader who is liable for the proper performance of all travel services included in the contract. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser' contact details.	- There is always at least one trader who is liable for the proper performance of all travel services included in the contract. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser' contact details.

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
				Text Origin: Commission Proposal
Annex I, thirty-ninth paragraph				
195	- Where a package is sold via a retailer, travellers can always also contact the retailer if there are any problems or to pass messages to the organiser. The retailer's contact details are also provided in the contract. Depending on the applicable national law, retailers may also be liable for the performance of the package.	- Where a package is sold via a retailer, travellers can always also contact the retailer if there are any problems or to pass messages to the organiser. The retailer's contact details are also provided in the contract. Depending on the applicable national law, retailers may also be liable for the performance of the package.	- Where a package is sold via a retailer, travellers can always also contact the retailer if there are any problems or to pass messages to the organiser. The retailer's contact details are also provided in the contract. Depending on the applicable national law, retailers may also be liable for the performance of the package.	- Where a package is sold via a retailer, travellers can always also contact the retailer if there are any problems or to pass messages to the organiser. The retailer's contact details are also provided in the contract. Depending on the applicable national law, retailers may also be liable for the performance of the package. Text Origin: Commission Proposal
Annex I, fortieth paragraph				
196	- Travellers will be given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the retailer (travel agent) while they are on their trip or holiday.	- Travellers will be given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the retailer (travel agent) while they are on their trip or holiday.	- Travellers will be given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the retailer (travel agent) while they are on their trip or holiday.	- Travellers will be given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the retailer (travel agent) while they are on their trip or holiday. Text Origin: Commission Proposal
Annex I, -a paragraph				

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		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
G	197	Transfer of the contract	Transfer of the contract	Transfer of the contract	Transfer of the contract Text Origin: Commission Proposal
Annex I, forty-second paragraph					
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. Text Origin: Commission Proposal
Annex I, -a paragraph					
G	199	Price increases	Price increases	Price increases	Price increases Text Origin: Commission Proposal
Annex I, forty-fourth paragraph					
G	200	- The price of the package may only be increased if specific costs rise (for instance, fuel prices), and if expressly provided for in the contract, and at the latest 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, travellers may terminate	- The 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 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 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

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		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement	
		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 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 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 contract. If the organiser reserves the right to a price increase, travellers have a right to a price reduction if there is a decrease in the relevant costs. Text Origin: Commission Proposal	
Annex I, -a paragraph						
G	201	Termination of the contract before the start of a package	Termination of the contract before the start of a package	Termination of the contract before the start of a package	Termination of the contract before the start of a package Text Origin: Commission Proposal	G
Annex I, forty-sixth paragraph						
G	202	- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package are changed significantly or if there is a price increase exceeding 8% of the price of the package.	- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package are changed significantly or if there is a price increase exceeding 8% of the price of the package.	- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package are changed significantly or if there is a price increase exceeding 8% of the price of the package.	- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package are changed significantly or if there is a price increase exceeding 8% of the price of the package. Text Origin: Commission Proposal	G
Annex I, forty-seventh paragraph						

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

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
	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.	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.	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.	grounds, in return for an appropriate and justifiable termination fee. Travellers must be informed on applicable termination fees before concluding the contract and in the contract. Text Origin: Commission Proposal
Annex I, -a paragraph				
G 206	Refunds	Refunds	Refunds	Refunds Text Origin: Commission Proposal
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). 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.

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
				Text Origin: Commission Proposal
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. Text Origin: Council Mandate
Annex I, -a paragraph				
G 209	Problems during the trip or holiday	Problems during the trip or holiday	Problems during the trip or holiday	Problems during the trip or holiday Text Origin: Commission Proposal
Annex I, 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.	- The organiser is obliged to remedy problems occurring during the performance of the package. Travellers must inform the organiser of problems they encounter.

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		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
					Text Origin: Commission Proposal
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.	- 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. Text Origin: Commission Proposal
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 performed or are improperly performed.	- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.	- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.	- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed. Text Origin: Commission Proposal
Annex I, fifty-seventh paragraph					

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		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement	
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. Text Origin: Commission Proposal	G
Annex I, -a paragraph						
G	214	Insolvency protection	Insolvency protection	Insolvency protection	Insolvency protection Text Origin: Commission Proposal	G
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	- 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	G

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		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. Text Origin: Commission Proposal	
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.) Text Origin: Commission Proposal	G
Annex I, Part III						
G	217	Part III Part C	Part III Part C	Part III Part C	Part III Part C Text Origin: Commission Proposal	G
Annex I, -b paragraph						
G	218	Standard information form where the organiser transmits data to	Standard information form where the organiser transmits data to	Standard information form where the organiser transmits data to	Standard information form where the organiser transmits data to	G

		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement	
		another trader in accordance with Article 3, point 2(b)(v)	another trader in accordance with Article 3, point 2(b)(v)	another trader in accordance with Article 3, point 2(b)(v)	another trader in accordance with Article 3, point 2(b)(v) Text Origin: Commission Proposal	
Annex I, Table 3						
G	219	Table 3	Table 3	Table 3	Table 3 Text Origin: Commission Proposal	G
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: Text Origin: Commission Proposal	G
Annex I, -Ca paragraph						
G	221	Key rights under Directive (EU) 2015/2302	Key rights under Directive (EU) 2015/2302	Key rights under Directive (EU) 2015/2302	Key rights under Directive (EU) 2015/2302 Text Origin: Commission Proposal	G
Annex I, -Cb paragraph						
G	222	Information	Information	Information	Information Text Origin: Commission Proposal	G

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Annex I, sixty-fifth paragraph				
223	- Travellers will receive all essential information about the package before concluding the package travel contract.	- Travellers will receive all essential information about the package before concluding the package travel contract.	- Travellers will receive all essential information about the package before concluding the package travel contract.	- Travellers will receive all essential information about the package before concluding the package travel contract. Text Origin: Commission Proposal
Annex I, sixty-sixth paragraph				
224	- This includes information on the price and on the payments 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. ~~*Travellers may, in principle, not be asked to pay more than 25% of the total price at the time of booking (downpayments) and the remaining payments may not be requested earlier than 28 days before departure. However, organisers may ask for downpayments higher than 25% where this is necessary to ensure the organisation and performance of the package.*~~ Text Origin: Council Mandate
Annex I, sixty-seventh paragraph				
225	- After concluding a package travel contract travellers	- After concluding a package travel contract travellers	- After concluding a package travel contract travellers	- After concluding a package travel contract travellers

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	will receive the contract on a durable medium (for example, on paper or per e-mail).	will receive the contract on a durable medium (for example, on paper or per e-mail).	will receive the contract on a durable medium (for example, on paper or per e-mail).	will receive the contract on a durable medium (for example, on paper or per e-mail). Text Origin: Commission Proposal
Annex I, -a paragraph				
G 226	Liable trader and contact points	Liable trader and contact points	Liable trader and contact points	Liable trader and contact points Text Origin: Commission Proposal
Annex I, sixty-ninth paragraph				
G 227	- There is always at least one trader who is liable for the proper performance of all travel services included in a package. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser' contact details.	- There is always at least one trader who is liable for the proper performance of all travel services included in a package. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser' contact details.	- There is always at least one trader who is liable for the proper performance of all travel services included in a package. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser' contact details.	- There is always at least one trader who is liable for the proper performance of all travel services included in a package. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser' contact details. Text Origin: Commission Proposal
Annex I, seventieth paragraph				
G 228	- Travellers will be given an emergency telephone number or details of a contact point where	- Travellers will be given an emergency telephone number or details of a contact point where	- Travellers will be given an emergency telephone number or details of a contact point where	- Travellers will be given an emergency telephone number or details of a contact point where

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	they can get in touch with the organiser or the travel agent.	they can get in touch with the organiser or the travel agent.	they can get in touch with the organiser or the travel agent.	they can get in touch with the organiser or the travel agent. Text Origin: Commission Proposal
Annex I, -a paragraph				
229	Transfer of the contract	Transfer of the contract	Transfer of the contract	Transfer of the contract Text Origin: Commission Proposal
Annex I, seventy-second paragraph				
230	- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable notice to the organiser or, where applicable, to the retailer.	- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable notice to the organiser or, where applicable, to the retailer.	- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable notice to the organiser or, where applicable, to the retailer.	- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable notice to the organiser or, where applicable, to the retailer. Text Origin: Commission Proposal
Annex I, -a paragraph				
231	Price increases	Price increases	Price increases	Price increases Text Origin: Commission Proposal
Annex I, seventy-fourth paragraph				
232	- The price of the package may only be increased if specific	- The price of the package may only be increased if specific	- The price of the package may only be increased if specific	- The price of the package may only be increased if specific

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		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
		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.	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.	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.	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. Text Origin: Commission Proposal
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 Text Origin: Commission Proposal
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 or if there is a price increase	- 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	- 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	- 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

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	exceeding 8% of the price of the package.	exceeding 8% of the price of the package.	exceeding 8% of the price of the package.	exceeding 8% of the price of the package. Text Origin: Commission Proposal
Annex I, seventy-seventh paragraph				
G 235	- If, before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.	- If, before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.	- If, before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.	- If, before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate. Text Origin: Commission Proposal
Annex I, seventy-eighth paragraph				
G 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.

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		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
					Text Origin: Commission Proposal
Annex I, seventy-ninth paragraph					
G	237	- Additionally, travellers may, at any time before the start of the package, terminate the contract, including on personal grounds, in return for an appropriate and justifiable termination fee. Travellers must be informed on such fees before concluding the contract and in the contract.	- Additionally, travellers may, at any time before the start of the package, terminate the contract, including on personal grounds, in return for an appropriate and justifiable termination fee. Travellers must be informed on such fees before concluding the contract and in the contract.	- Additionally, travellers may, at any time before the start of the package, terminate the contract, including on personal grounds, in return for an appropriate and justifiable termination fee. Travellers must be informed on such fees before concluding the contract and in the contract.	- Additionally, travellers may, at any time before the start of the package, terminate the contract, including on personal grounds, in return for an appropriate and justifiable termination fee. Travellers must be informed on such fees before concluding the contract and in the contract. Text Origin: Commission Proposal
Annex I, -a paragraph					
G	238	Refunds	Refunds	Refunds	Refunds Text Origin: Commission Proposal
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	- 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	- 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	- 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

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	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.	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.	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.	package is responsible for the refund. Where a retailer is involved and where this is required by the applicable national law, also the retailer is responsible for refunds. Text Origin: Commission Proposal
Annex I, eighty-second paragraph				
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 in relation to the voucher and may choose to accept it or not.	- Where the organiser offers a voucher to be used for ~~*a future trip*~~ ***any travel service offered by the organiser*** instead of a refund within 14 days, travellers will receive information on their rights in relation to the voucher and may choose to accept it or not. Text Origin: Council Mandate
Annex I, -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 Text Origin: Commission Proposal
Annex I, eighty-fourth paragraph				

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	CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement
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. Text Origin: Commission Proposal G
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. Text Origin: Commission Proposal G
Annex I, eighty-sixth paragraph				
G 244	- 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	- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not G

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	performed or are improperly performed under the conditions set out in Directive (EU) 2015/2302.	performed or are improperly performed under the conditions set out in Directive (EU) 2015/2302.	performed or are improperly performed under the conditions set out in Directive (EU) 2015/2302.	performed or are improperly performed under the conditions set out in Directive (EU) 2015/2302. Text Origin: Commission Proposal
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. Text Origin: Commission Proposal
Annex I, -a paragraph				
G 246	Insolvency protection	Insolvency protection	Insolvency protection	Insolvency protection Text Origin: Commission Proposal
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	- If the organiser becomes insolvent, travellers' payments will be refunded. In some Member States there is also insolvency protection for payments to	- If the organiser becomes insolvent, travellers' payments will be refunded. In some Member States there is also insolvency protection for payments to	- If the organiser becomes insolvent, travellers' payments will be refunded. In some Member States there is also insolvency protection for payments to

PUBLIC

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

Public

		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement	
G	249	Annex II	*deleted*	*deleted*	*deleted*	G
Annex II, Part I						
G	*250*	*Part I* Part A	*deleted*	*deleted*	*deleted*	G
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	*deleted*	*deleted*	*deleted*	G
Annex II, Table 4						
G	*252*	*Table 4*	*deleted*	*deleted*	*deleted*	G
Annex II, second paragraph						
G	*253*	Following the hyperlink the traveller will receive the following information:	*deleted*	*deleted*	*deleted*	G
Annex II, second paragraph, Table 5						
G	*254*	*Table 5*	*deleted*	*deleted*	*deleted*	G
Annex II, Part II						

PUBLIC

		CLEAN Commission Proposal	VS.EC EP Mandate	VS.EC Council Mandate	VS.EC Draft Agreement	
G	*255*	*Part II* Part B	*deleted*	*deleted*	*deleted*	G
	Annex II, third paragraph					
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	*deleted*	*deleted*	*deleted*	G
	Annex II, Table 6					
G	*257*	*Table 6*	*deleted*	*deleted*	*deleted*	G
	Annex II, fourth paragraph					
G	*258*	Following the hyperlink the traveller will receive the following information:	*deleted*	*deleted*	*deleted*	G
	Annex II, fourth paragraph, Table 7					
G	*259*	*Table 7*	*deleted*	*deleted*	*deleted*	G

PUBLIC

PUBLIC

Commission Proposal Table 1

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

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

2. See footnote 1.

PUBLIC

EP Mandate Table 1

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

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

2. See footnote 1.

PUBLIC

Council Mandate Table 1

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

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

2. See footnote 1.

PUBLIC

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.

PUBLIC

Commission Proposal Table 2

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

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

2. See footnote 1.

PUBLIC

EP Mandate Table 2

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

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

2. See footnote 1.

PUBLIC

Council Mandate Table 2

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

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

2. See footnote 1.

PUBLIC

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.

PUBLIC

Commission Proposal Table 3

If you conclude a contract with company AB after receiving the confirmation of the booking from company XY the travel service provided by XY and AB will constitute a package within the meaning of Directive (EU) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. Company XY will be fully responsible for the proper performance of the package. Additionally, as required by law, company XY has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent. More information on key rights under Directive (EU) 2015/2302, including on contract changes, cancellations, refunds, liability for improper performance and insolvency protection as well as parties to be contacted (to be provided in the form of a hyperlink).

PUBLIC

EP Mandate Table 3

If you conclude a contract with company AB after receiving the confirmation of the booking from company XY the travel service provided by XY and AB will constitute a package within the meaning of Directive (EU) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. Company XY will be fully responsible for the proper performance of the package. Additionally, as required by law, company XY has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent. More information on key rights under Directive (EU) 2015/2302, including on contract changes, cancellations, refunds, liability for improper performance and insolvency protection as well as parties to be contacted (to be provided in the form of a hyperlink).

PUBLIC

Council Mandate Table 3

If you conclude a contract with company AB **at the latest 24 hours** after receiving the confirmation of the booking from company XY the travel service provided by XY and AB will constitute a package within the meaning of Directive (EU) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. Company XY will be fully responsible for the proper performance of the package. Additionally, as required by law, company XY has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent. More information on key rights under Directive (EU) 2015/2302, including on contract changes, cancellations, refunds, liability for improper performance and insolvency protection as well as parties to be contacted (to be provided in the form of a hyperlink).

PUBLIC

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).

PUBLIC

Commission Proposal Table 4

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

PUBLIC

Commission Proposal Table 5

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, for example a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if the services are denied because of XY's insolvency. Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency. Directive (EU) 2015/2302 as transposed into the national law (hyperlink)

PUBLIC

Commission Proposal Table 6

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

PUBLIC

Commission Proposal Table 7

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, for example a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if the services are denied because of XY's insolvency. Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency. Directive (EU) 2015/2302 as transposed into the national law (hyperlink)