Council of the European Union

Brussels, 16 December 2024
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PUBLIC

NOTE

From:	General Secretariat of the Council
To:	Permanent Representatives Committee
No. Cion doc.:	16338/23 + ADD 1-5
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 - Mandate for negotiations with the European Parliament

In document ST 16753/24 INIT:

1. on page 4, point 13

For:

13. As regard the role of official travel warnings, most Member States recalled that they are not legally binding for travellers, neither for traders, and they can differ among countries. Therefore, Member States did not support this new paragraph, and the compromise textonly refers to it in the recital..

read:

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2. on page 14, recital 16a

For:

(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** ~~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**'s refund right**. **Since vouchers have a specific monetary value, it is appropriate to lay down that they may be used for any service offered by the organiser, may be redeemed in parts and, may be tranferred 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.**

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3. on page 22, points (ii) and (iii)

For:

(ii) are offered, sold or paid at an inclusive or total price, regardless of any separate billing, or

(iii) are advertised or ~~sold~~ **charged** under the term 'package' or under a similar term, or

read:

(ii) are offered, sold or ~~paid~~ **charged** at an inclusive or total price, regardless of any separate billing, or

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

4. on page 28, point (ab)

For:

(ab) the amount of the traveller's refund right and the fact that ~~it~~ this amount is covered by the organiser's insolvency protection;

read:

(ab) the amount of the traveller's refund right and the fact that this amount is covered by the organiser's insolvency protection;

5. on page 29, point (bb)

For:

(bb) the fact that the traveller ~~can~~ may redeem the voucher in parts;

read:

(bb) the fact that the traveller may redeem the voucher in parts;

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