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NOTE

From:	General Secretariat of the Council
To:	Permanent Representatives Committee
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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

I. INTRODUCTION

1. On 17 October 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 processing, the need for robust insolvency protection during a major crisis and the absence of clear guidance on vouchers.

[1] Doc. 14434/23 + ADD 1-5.
[2] Doc. 6586/21.

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. 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. The European Parliament has not adopted its position.

II. WORK CONDUCTED IN THE COUNCIL PREPARATORY BODIES

6. On 27 February 2024, during the Belgian Presidency, the Commission presented the proposal and the accompanying impact assessment to the Working Party on Consumer Protection and Information, and a first exchange of views took place. The Belgian and Hungarian Presidency devoted ten meetings to the detailed examination and discussion of the proposal and submitted eight compromise proposals to the Working Party. These texts were drawn up on the basis of oral and written comments from delegations.

7. At its last meeting on 4 December 2024, the Working Party on Consumer Protection and Information in general supported the main elements of the compromise text presented by the Presidency. Following this meeting and based on the discussion held therein, the Presidency prepared an eighth compromise text. On the basis of further consultations with delegations, this text underwent minor adjustment, and its final version is set out in the Annex to this note.

8. The compromise text reflects the efforts of the Presidency to strike a balance between the different positions of delegations while maintaining the objectives of the Commission proposal. Changes compared to the Commission proposal are marked in **bold and underlined** and/or ~~strikethrough~~.

[3] Doc. 9423/24.

III. MAIN CHANGES TO THE COMMISSION PROPOSAL

9. **Definitions of Packages (Article 3(2)), Linked Travel Arrangements (LTAs) (Article 3(5))** – The Commission proposal aims to simplify the respective definitions of package and of LTAs, which are too complex and have led to divergent levels of traveller protection and a distortion of competition. The compromise text, in line with the Commission objectives, amends the definition of package, but deletes the definition of LTAs for reasons of legal certainty. Following the deletion of LTAs, Article 19 and the Annex II are also deleted.

10. **Information obligations (Article 5, new paragraph 2a)** – The Presidency text introduces a new provision to address online situations where the traveller is invited to conclude a second contract for a different type of service which will not form a package with the first one. The first trader is required to inform the traveller, prior to the conclusion of the second contract, through a clearly visible notice, that the booking does not constitute a package. This information is fundamental to ensure that travellers fully understand their legal position before making a decision and to enhance legal certainty for traders.

11. **Payments (new Article 5a)** – The Commission proposal introduces this new article to address the lack of liquidity of organisers when faced with many concurrent refunds requests for cancelled travels and to help travellers recover their downpayments, in particular during a major crisis. Several Member States were concerned about the economic consequences of the provision for both travellers and traders. Therefore, the Presidency decided to delete the provision in the early stages of negotiations.

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12. **Termination of the package travel contract due to unavoidable and extraordinary circumstances (Article 12, paragraphs 2 and 3a and recitals 18 and 18a)** – The Commission proposal adds unavoidable and extraordinary circumstances occurring at the traveller's place of residence or departure to the cases in which the traveller may request the termination of the contract without paying any termination fee and clarifies the role of official travel warnings issued by public authorities as important element in assessing the circumstances for the termination of the contract. The Presidency compromise text allows the traveller to terminate the package without paying any termination fee where it can be reasonably expected that the performance of the contract will be significantly affected by the occurrence of unavoidable and extraordinary circumstances occurring at the place of departure or at the travel destination.

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..

14. **Vouchers (new Article 12a)** – The Commission proposal introduced a new set of rules on the use of vouchers. The voucherscan be offered by the organiser to the traveller instead of a refund. This responds to the need to fill the lack of harmonised rules at EU level, which was exacerbated during the COVID-19 pandemic crisis. In order to make vouchers more attractive while maintaining a high level of protection for travellers, the compromise text provides for detailed characteristics of such vouchers regarding their amount and modalities of use.

15. **Insolvency protection (Article 17) -** In order to strengthen travellers' protection, the rules proposed by the Commission for the provision of information in the case of an insolvency have been further streamlined. It is specified that Member States must ensure that, in the event of the insolvency of the trader, travellers receive certain information and that travellers' refunds shall be provided at the latest within nine months or within a shorter deadline if so provided by Member States.

PUBLIC

16. **Public online inventory listing organisers compliant with insolvency protection obligations (Article 18, paragraph 3) –** In order to align some best practices existing in Member States, the Presidency proposes to amend the 2015 Directive by including publicly accessible registers that facilitate the cooperation between national contacts points.

17. **Transposition deadline (Article 3 of the proposed amending Directive) -** The compromise text provides for a 12 months' longer transposition period (30 months instead of the 18 months proposed by the Commission) to offer sufficient time for the national legislative procedures.

IV. CONCLUSION

18. The Permanent Representatives Committee is therefore invited to confirm agreement on the text of the mandate for negotiations with the European Parliament, as set out in the annex to this note, to enable the Presidency to conduct those negotiations.

19. In accordance with the approach to legislative transparency endorsed by Coreper on 14 July 2020, and in full consistency with Regulation (EC) 1049/2001 and the Council's Rules of Procedure, the text of the mandate thus agreed will be made public unless the Permanent Representatives Committee objects.

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ANNEX

Proposal for a

DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL

amending Directive (EU) 2015/2302 to make the protection of travellers more effective and to simplify and clarify certain aspects of the Directive

(Text with EEA relevance)

PUBLIC

THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,

Having regard to the proposal from the European Commission,

After transmission of the draft legislative act to the national parliaments,

Having regard to the opinion of the European Economic and Social Committee[1],

Having regard to the opinion of the Committee of the Regions[2],

[1] OJ C , , p. .
[2] OJ C , , p. .

Acting in accordance with the ordinary legislative procedure,Whereas:

(1) Directive (EU) 2015/2302 of the European Parliament and of the Council[3] 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[4] 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.

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

[3] 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).

[4] 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).

(3) While, overall, Directive (EU) 2015/2302 has worked well, several challenges have emerged since the start of its application on 1 July 2018. The COVID-19 pandemic and related government measures had a significant impact on both the travel industry and travellers and exposed certain weaknesses in prevailing business models and showed that specific provisions of the Directive could be clarified.

(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.

(5) ~~While, o~~**O**verall, the definition of 'package' is considered to have been effective**. 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 delimitation between packages and linked travel arrangements as well as between linked travel arrangements and stand-alone travel services, while there is no evidence that linked travel arrangements provided tangible benefits for travellers. Therefore, it is appropriate to simplify the provisions 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, in certain booking situations not leading to the creation of a package, travellers should be warned that they will not enjoy the protection associated with packages.** ~~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.~~

(5a) In the context of online bookings, the term 'invites' should be understood as any action by the trader that actively encourages or prompts the traveller to enter into an additional contract for a different type of travel service. Such actions may include, but are not limited to, presenting the traveller with targeted offers during the booking process, or providing hyperlinks or prompts to book further services.

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

~~(7) In the context of bookings made within a short period of time at one point of sale, it is appropriate to replace the rather vague criterion of 'a single visit or contact'. Therefore, bookings of different types of travel services for the same trip of holiday made within three hours should always be considered as packages. The same should apply where, before the completion of a first booking, a trader invites a traveller to book additional services for the same trip or holiday after completing the first booking, and where subsequent bookings take place within 24 hours after the conclusion of the first contract.~~

PUBLIC

(8) The definition of package formed through linked online booking processes in Article 3(2)(b)(v) of Directive (EU) 2015/2302, which ~~required~~ **requires** ~~that~~ the **transmission of the** traveller's name, payment details and email address ~~are all transmitted~~ from one trader to another ~~trader~~, has proved to be too narrow. Therefore, it is appropriate to consider ~~as 'package'~~ bookings of different types of travel services for the same trip or holiday **as a 'package'** where the trader that is party to a first contract transfers **the traveller's personal data** to a trader that is party to a second or further contract ~~alternatively the traveller's name, payment details, email address or any other of the traveller's personal data~~. **Such 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, is not sufficient.** ~~Such transfer of~~ **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 **relevant** ~~bookings/~~contracts **and thus the creation of a package** ~~so that the criterion of 24 hours for the second booking is not indispensable and should be removed~~.

PUBLIC

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

(10) Regarding packages where, for example, accommodation is combined with other tourist services, but which do not contain any carriage of passengers, the general criterion of 'a significant proportion' of the value of the combination, applying to tourist services ~~as referred to in Article 3(1)(d)~~, should be replaced with the more specific criterion of 'at least 25%' in order to increase legal certainty. **It also should be noted that different on-site activities provided as an intrinsic part of or typically asssociated with accommodation, regardless of their value, do not lead to the creation of the package if these services are combined only with accommodation.**

PUBLIC

(11) As demonstrated, in particular, during the COVID-19 pandemic~~, the prevailing business practice of advance payments,~~ the absence of business-to-business rules on refunds to organiser of packages for services cancelled or not performed by the service providers, the absence of rules on vouchers, as well as uncertainty on whether refund claims and vouchers for cancelled packages are covered by insolvency protection, can cause difficulties in relation to refunds to travellers, in particular, where unavoidable and extraordinary circumstances lead to numerous cancellations and affect many travel destinations. Therefore, it should be provided that travellers' payments are 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.

~~(12) There are certain risks which are inherent in the business practice of requiring advance payments, in particular, in situations where organisers are obliged to refund significant amounts to travellers for cancelled trips within a short period of time. Therefore, it should be provided that downpayments, that is to say payments asked of travellers at the time of booking or shortly afterwards, should not be higher than 25% of the total price of the package, and that organisers or, where applicable, retailers should be prevented from requesting the payment of the remaining amount earlier than 28 days before the start of the package. At the same time, organisers and, where applicable, retailers should be able to request higher downpayments where this is necessary to ensure the organisation and proper performance of the package. The level of downpayments requested by organisers may be justified by advance payments to service providers, including where they belong to the same group of companies as the organiser, or the need to cover the organiser's costs directly related to the organisation and performance of the package at the time of booking or shortly afterwards. This may, where applicable, include commissions requested by retailers.~~

PUBLIC

~~(13) The level of downpayments should not require different calculations for each package but can be established for groups of packages that have similar characteristics regarding the necessity of downpayment. Organisers and, where relevant, retailers should continue to be obliged to inform travellers, before the conclusion of the contract, about the downpayments they request.~~

~~(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.~~

(15) Where a travel service contained in a package is cancelled or not performed and where advance payments have been made to the respective service provider, organisers should be entitled to a refund of the payments made from service providers within 7 days. This right to refund should enable organisers to comply with their obligation to refund travellers within 14 days in cases where also the package travel contract as a whole is terminated. Where a travel service provider cancels or does not provide a service contained in a package but where the package travel contract continues to exist, the right to a refund within 7 days should enable organisers to make alternative arrangements.

PUBLIC

(16) In certain situation**s** 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 **providing such guarantees** should be ~~laid down~~ **established** ~~which provide such guarantees~~. Those guarantees should include ~~transparency~~ **compulsory information** on the voluntary nature and on the ~~key~~ characteristics of **the** voucher~~s~~ **before travellers accept the voucher explicitly. It is also appropriate to specify the necessary information to be mentioned on the voucher itself.** ~~, as well as on travellers' rights in relation to vouchers, for example, the fact that they are protected against the organiser's insolvency and that travellers are entitled to an automatic refund where a voucher is not redeemed during its period of validity.~~

(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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(17) It is conceivable for Member States to provide for mechanisms ensuring refunds to travellers in accordance with the legal requirements, for cases where packages are cancelled due to unavoidable and extraordinary circumstances and where organisers are unable comply with their refund obligations. In order to increase transparency, Member States introducing or maintaining such mechanisms should be obliged to inform the Commission and the central contact points of the other Member States about such mechanisms. Such mechanisms are normally funded exclusively through contributions from organisers. Only in exceptional **and duly justified** circumstances can such mechanisms be co-financed by Member States, and their introduction is without prejudice to the Union provisions on State aid.

(18) The multitude of conceivable situations that may give rise to the termination of a package travel contract due to unavoidable and extraordinary circumstances which significantly affect the performance of a package requires a case-by-case assessment, for instance, in light of the nature and the extent of such circumstances. It should be clarified that the termination of a contract is possible if it can be reasonably expected that its performance will be significantly affected by unavoidable and extraordinary circumstances. **The assessment as to whether unavoidable and extraordinary circumstances will have significant effects on the performance of the package must be based on a prediction, at the moment of the termination of the contract, of the likelihood that the unavoidable and extraordinary circumstances will have significant effects on the performance of the package. Where a traveller terminates the contract, such assessment must be made from the perspective of an average traveller who is reasonably well-informed and reasonably observant and circumspect, based on information available at the date of termination of the package travel contract in question. The effects of unavoidable and extraordinary circumstances occurring at the place of departure, destination, including its immediate vicinity, and at the various places connected with the start and return of the trip in question, or affecting the journey to or from the destination, should be taken into account where they affect the performance of travel services included in the package travel contract. Circumstances affecting only the journey to the destination or the return journey should not be taken into account if that journey is not part of the package travel contract, including the transport of the passenger to the agreed place of departure.**

PUBLIC

(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.**

(19) **Official warnings against travel to a particular destination issued by the authorities of a Member State 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, such as quarantine requirements for a significant period, can be elements to be taken into account in the assessment of whether a termination of 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.** ~~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.~~

(20) It should also be clarified that the 14-day refund period, which is triggered by ~~the~~ **any** termination of the contract, applies regardless of whether the traveller specifically asks for a refund.

(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.

(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.

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(22) In order to ensure **the** effectiveness of insolvency protection for travellers at all times, it should be provided that the security is sufficient to cover costs for refunds and repatriations in cases where an insolvency occurs at a time when an organiser holds the highest amounts of payments. Any increases of those amounts due to a higher ~~anticipated~~ volume of packages sold in a given period **compared to the anticipated sales** should be taken into account. It should be clarified that Member States should supervise the insolvency protection of organisers and monitor the ~~market for the~~ ~~provision~~ **availability** of insolvency protection ~~and that~~. If necessary **to ensure effective insolvency protection**, Member States ~~should be able to~~ **may** require ~~an~~ additional ~~a second~~ ~~level of protection~~ **mechanisms**, such as a back-up fund **to complement, for instance, the protection provided by insurance policies**. ~~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 **and**~~. It should be clarified that such measures can~~ **should** 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~~ **Insofar** as such measures involve State aid**, the Union provisions on State aid apply**.

(23) Regarding refunds of **travellers'** payments in case of an organiser's insolvency, the period for refunds should be further specified, referring to ~~3~~ **9** months after the traveller has submitted the documents necessary to examine the request. **Member States should be able to provide for a shorter deadline.** It is also appropriate to lay down in a provision that Member States may require retailers to take out insolvency protection in addition to organisers.

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(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.

(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 **the** Annex~~es I and II~~ to Directive (EU) 2015/2302. For example, ~~the~~ **these** standard information forms ~~in Annex I~~ should specify the trader responsible for refunds for cancelled packages. The right to terminate a package travel contract without a fee due to unavoidable and extraordinary circumstances should be presented next to the possibility to cancel a package subject to a cancellation fee. In addition, organisers should be obliged to add the standard information form to the contract so that it is available to travellers after the conclusion of the contract, along with contact details of the relevant traders. **As a consequence of the deletion of linked travel arrangements, Annex II should also be deleted.**

(26) Directive (EU) 2015/2302 should, therefore, be amended accordingly.

(27) Since the objective of this Directive, namely to contribute to the proper functioning of the internal market in relation to package travel and to the achievement of a high and as uniform as possible level of consumer protection in this sector, cannot be sufficiently achieved by the Member States, but can rather, by reason of its scale and effects, be better achieved at Union level, the Union may adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to achieve that objective.

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(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.

(29) The Commission should submit to the European Parliament and to the Council a report on the application of this Directive within 5 years of its entry into force. While the impacts of this Directive on travel businesses, including on micro, small and medium-sized organisers have been carefully assessed, it is appropriate to take into account in this report the impact of its application on micro, small and medium-sized organisers. Where necessary, the report should be accompanied by legislative proposals,

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HAVE ADOPTED THIS DIRECTIVE:

Article 1

Amendments to Directive (EU) 2015/2302

Directive (EU) 2015/2302 is amended as follows:

(1) Article 1 is replaced by the following:

'Article 1

Subject matter

'The purpose of this Directive is to contribute to the proper functioning of the internal market and to the achievement of a high and as uniform as possible level of consumer protection by approximating certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts between travellers and traders relating to package travel ~~and linked travel arrangements~~, as well as certain aspects of contracts between organisers of packages and service providers'**, and specific information requirements for certain situations not leading to the creation of a package**.

(2) in Article 2, paragraph 1 is replaced by the following:

'1. This Directive applies to packages offered for sale or sold by traders to travellers and to **specific information requirements** ~~linked travel arrangements facilitated by traders for travellers~~ **for certain situations not leading to the creation of a 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.

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(3) Article 3 is amended as follows:

(a) point 2 is replaced by the following:

‘(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:

(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

b) irrespective of whether separate contracts are concluded with individual travel service providers, and:

(i) those services are purchased from a single point of sale and

–have been selected before the traveller agrees to pay, or

~~- other types of travel services are booked within 3 hours after the traveller agreed to pay for the first travel service, or~~

~~- 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~~

(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

(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

PUBLIC

(v) are purchased from separate traders through linked online booking processes where ~~the traveller's name, payment details and e-mail address or~~ the traveller's ~~other~~ personal data **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**.

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) 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

(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) point 5 is **deleted.** ~~replaced by the following:~~

~~'(5) linked travel arrangement' means a combination of different types of travel services, not falling under the definition of a package in point 2, where, a trader which is party to a contract on the provision of a travel service and receives payments by or on behalf of a traveller invites a traveller to book additional type of travel service from another trader for the purpose of same trip or 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.~~

PUBLIC

(4) Article 5~~, paragraph 1,~~ is amended as follows:

~~(a) point (d) is replaced by the following:~~

~~'(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;';~~

(b) **in paragraph 1,** point (g) is replaced by the following:

'(g) 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);'.

PUBLIC

(ba) the following paragraph is inserted:

'2a. Subject to Article 23, in online booking situations that do not lead to the creation of a package within the meaning of Article 3, point (2) but where a trader invites a traveller to conclude, after the conclusion of a first contract, an additional contract on a different type of travel service for the same trip or holiday, the first trader shall inform the traveller, when making such invitation, by a clearly visible notice, that the relevant travel services will not constitute a package.

That notice shall be stated in a clear, comprehensible and prominent manner that the traveller will not benefit from any of the rights applying exclusively to packages under this Directive and that each trader will be solely responsible for the proper contractual performance of its service.'

~~(5) the following Article 5a is inserted:~~

~~'*Article 5a*~~

~~**Payments**~~

~~Member States shall ensure that, except for packages as defined in Article 3, point (2)(b)(iv), and packages booked less than 28 days before the start of the package, the organiser or, where applicable, the retailer shall not request downpayments exceeding 25% of the total price of the package and shall not request the remaining payment earlier than 28 days before the start of the package. 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.'.~~

PUBLIC

(6) Article 7 is amended as follows:

(a) in paragraph 2, point (b) is replaced by the following:

‘(b) information:

(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;

(ii) where applicable, that the traveller may also contact the organiser via the retailer.’

(b) the following paragraph 2a is inserted:

‘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.’.

(7) Article 12 is amended as follows:

(a) paragraph 2 is replaced by the following:

‘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 **where it can be reasonably expected that the performance of the package travel contract will be significantly affected by** ~~in the event of~~ unavoidable and extraordinary circumstances occurring at the **place of departure,** 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.’

PUBLIC

~~(b) the following paragraph 3a is inserted:~~

~~'3a. Official warnings against travel to a particular destination issued by the authorities of the Member State of departure or traveller's residence or the country of destination, or the fact that travellers will be subject to serious restrictions at the travel destination or in the Member State of residence or departure after returning from the trip or holiday, shall be important elements to be taken into account in the assessment of whether a termination of the contract based on paragraph 2 and paragraph 3, point (b), is justified.'.~~

(c) paragraph 4 is replaced by the following:

'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~~ **without the need for any prior request by the traveller**.'

Where Member States introduce or maintain mechanisms aiming to ensure that refunds to travellers are made within the time period laid down in the first subparagraph, following the termination of package travel contracts in accordance with paragraphs 2 and 3, they shall inform the Commission and the central contact points of the other Member States, referred to in Article 18(2) about those mechanisms. ~~Any co-financing of such mechanisms by Member States is possible only in exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions.~~'.

PUBLIC

(8) the following Article 12a is inserted:

'Article 12a

Vouchers

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 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** ~~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.**

2. ~~Before the traveller accepts~~ ~~the~~ **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~~ **on a durable medium** ~~about~~ **on the following rights of travellers and characteristics of the voucher**:

(a) the fact that the traveller is entitled to a refund within 14 days and is not obliged to accept a voucher**;**

(aa) the value of the voucher;

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

(b) the validity period of the voucher ~~and the rights of travellers in relation to vouchers as laid down in this Article.~~**;**

(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;

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

(bc) the fact that the voucher may be transferred once, and without any fee;

(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.

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.

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.~~

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 ~~and written~~ agreement of both parties **on a durable medium**. *[paragraph 5]*

4. **The** travellers' ~~shall lose their~~ right to a refund **shall be suspended** during the validity period of the voucher ~~only if~~ **provided that** they **received the information referred to in paragraph 2 and explicitly** accept**ed** the voucher instead of a refund ~~explicitly and in writing~~ **on a durable medium**. ~~The parties may at any time agree üon a full refund before a voucher is redeemed or expires.~~

PUBLIC

4a. The suspension of the traveller's refund right shall end:

(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;

(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

(c) in the event of the organiser's insolvency.

4b. ~~If the voucher is not redeemed within its validity period,~~ The organiser shall refund ~~the amount specified in the voucher~~ **the traveller without undue delay** ~~as soon as possible~~ and, **in any event, not later than** ~~at the latest within~~ **14 days after the** ~~end of the validity period~~ **suspension of the traveller's refund right ends in accordance with paragraph 4a points (a) -and (b),** without the need ~~of~~ **for** any prior request by the traveller. *[moved from paragraph 7]*

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.~~ *[moved to paragraph 3a]*

7. ~~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.~~ *[moved to paragraph 4b]*

PUBLIC

8. Vouchers ~~shall~~ **may** be ~~transferable~~ **transferred once** ~~to another traveller without any additional cost~~. **Organisers may not charge any fee for the transfer. The transfer shall be 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.**

9. ~~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.~~

(9) Article 17 is replaced with the following:

'*Article 17*

Effectiveness and scope of insolvency protection

1. Member States shall ensure that organisers established in their territory provide security for the refund of all payments made by or on behalf of travellers in the event of organisers' insolvency. This shall include the protection of payments made where a package is not performed in full or in part as a consequence of the organiser's insolvency or where a traveller was entitled to a refund**.** ~~or had received a voucher from the organiser before its insolvency. In relation to~~ **Where a traveller receives a** 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.

Organisers not established in a Member State which sell or offer for sale packages in a Member State, or which by any means direct such activities to a Member State, shall be obliged to provide the security in accordance with the law of that Member State.

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 that an insolvency may occur at a time when organisers hold the highest amounts of payments as well as** ~~shall take into account where organisers hold the highest amounts of payments and~~ any changes in the volume of sales of packages.

3. To ensure the effectiveness of insolvency protection, Member States shall supervise the insolvency protection arrangements of organisers established on their territory~~,~~ **and** monitor the ~~market for the~~ ~~provision~~ **availability** of insolvency protection **solutions.**~~, 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.~~

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.

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.

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.**

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:

(a) the fact of the organiser's insolvency;

(b) the name and contact details of the entity providing insolvency protection;

(c) their rights in relation to packages that have already started or that can still be performed.

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).'.

PUBLIC

(10) ~~in~~ Article 18 **is amended as follows:**

(a) paragraph 2~~,~~ is replaced by the following:

‘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.’

(b) paragraph 3 is replaced by the following:

‘3. The central contact points shall make available to each other all necessary information on their national insolvency protection requirements and the identity of the entity or entities in charge of the insolvency protection for specific organisers established in their territory. Each Member State shall create or make an existing online inventory listing organisers publicly accessible which are in compliance with their insolvency protection obligations. The contact points shall grant each other access to the inventory.’

PUBLIC

(11) Article 19 is **deleted** ~~replaced by the following:~~

~~*'Article 19*~~

~~**Insolvency protection and information requirements for linked travel arrangements**~~

~~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.~~

~~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.~~

~~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.~~

~~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.~~

PUBLIC

(12) Article 22 is replaced by the following:

'Article 22

Right of redress and refund rights of organisers

(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.

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

(12a) In Article 23 paragraph 1 is replaced by the following:

'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.'

PUBLIC

(13) Annex I is replaced by the text in **the** Annex ~~I~~ to this Directive.

(14) Annex II is **deleted** ~~by replaced the text in Annex II to this Directive~~.

Article 2

Reporting by the Commission and review

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.

The report shall be accompanied, where necessary, by legislative proposals.

Article 3

Transposition

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.

   They shall apply those provisions from [6 months after the transposition deadline].

   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.

2. Member States shall communicate to the Commission the text of the main provisions of national law which they adopt in the field covered by this Directive.

Article 4

Entry into force

This Directive shall enter into force on the twentieth day following that of its publication in the *Official Journal of the European Union*.

Article 5

Addressees

This Directive is addressed to the Member States.

Done at Brussels,

For the European Parliament	*For the Council*
The President	The President

PUBLIC

ANNEX I

PUBLIC

Part A

Standard information form for package travel contracts where the use of hyperlinks is possible

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).

Following the hyperlink, the traveller will receive the following information:

Key rights under Directive (EU) 2015/2302

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

[2] See footnote 1.

Information

— Travellers will receive all essential information about the package before concluding the package travel contract.

— 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.~~

— After concluding a package travel contract travellers will receive the contract on a durable medium (for example, on paper or per e-mail).

Liable trader and contact points

— 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.

— 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.

— 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.

Transfer of the contract

— 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.

PUBLIC

Price increases

— 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.

Termination of the contract before the start of a 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.

— 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.

— 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.

— 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.

PUBLIC

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.

— Where the organiser offers a **voucher** to be used for **any travel service offered by the organiser** ~~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.

Problems during the trip or holiday

— The organiser is obliged to remedy problems occurring during the performance of the package. Travellers must inform the organiser of problems they encounter.

— 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.

— 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.

— The organiser has to provide **assistance** if the traveller is in difficulty, for instance through providing information on health services, local authorities and consular assistance and offering the possibility to make distance communications.

PUBLIC

Insolvency protection

— 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.

Directive (EU) 2015/2302 as transposed into national law (hyperlink)

PUBLIC

Part B

Standard information form for package travel contracts in situations other than those covered by Part A

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,][3] 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)[4]] 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.

Key rights under Directive (EU) 2015/2302

Information

— Travellers will receive all essential information about the package before concluding the package travel contract.

— 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.~~

— After concluding a package travel contract travellers will receive the contract on a durable medium (for example, on paper or per e-mail).

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

[4] See footnote 1.

Liable trader and contact points

— 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.

— 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.

— 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.

Transfer of the contract

— 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.

Price increases

— The price of the package may only be increased if specific costs rise (for instance, fuel prices), and if expressly provided for in the contract, and at the latest 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, travellers may terminate the contract. If the organiser reserves the right to a price increase, travellers have a right to a price reduction if there is a decrease in the relevant costs.

Termination of the contract before the start of a 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.

— If, before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.

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— 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.

— 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.

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.

— Where the organiser offers a **voucher** to be used for **any travel service offered by the organiser** ~~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.

Problems during the trip or holiday

— The organiser is obliged to remedy problems occurring during the performance of the package. Travellers must inform the organiser of problems they encounter.

— 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.

— Travellers are also entitled to a **price reduction and/or compensation for damages** where the travel services are not performed or are improperly performed.

— 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.

Insolvency protection

— If the organiser becomes **insolvent**, travellers' payments will be refunded. In some Member States there is also insolvency protection for payments to retailers. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of travellers is secured. XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, for example a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.

(Website where Directive (EU) 2015/2302 as transposed into national law can be found.)

PUBLIC

Part C

Standard information form where the organiser transmits data to another trader in accordance with Article 3, point 2(b)(v)

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).

Following the hyperlink the traveller will receive the following information:

Key rights under Directive (EU) 2015/2302

Information

— Travellers will receive all essential information about the package before concluding the package travel contract.

— 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.~~

— After concluding a package travel contract travellers will receive the contract on a durable medium (for example, on paper or per e-mail).

Liable trader and contact points

— 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.

— Travellers will be given an **emergency telephone number or details of a contact point** where they can get in touch with the organiser or the travel agent.

Transfer of the contract

— 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.

Price increases

— The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the travellers may terminate the contract. If the organiser reserves the right to a price increase, travellers have a right to a price reduction if there is a decrease in the relevant costs.

Termination of the contract before the start of a 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.

— 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.

— 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.

— Additionally, travellers may, at any time before the start of the package, terminate the contract, including on personal grounds, in return for an appropriate and justifiable termination fee. Travellers must be informed on such fees before concluding the contract and in the contract.

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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.

— Where the organiser offers a **voucher** to be used for **any travel service offered by the organiser** ~~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.

Problems during the trip or holiday

— The organiser is obliged to remedy problems occurring during the performance of the package. Travellers must inform the organiser of problems they encounter.

— 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.

— 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.

— 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.

Insolvency protection

— If the organiser becomes **insolvent**, travellers' payments will be refunded. In some Member States there is also insolvency protection for payments to retailers. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of travellers is secured. XY has taken out insolvency protection with YZ [the entity in charge of the insolvency protection, for example a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.

Directive (EU) 2015/2302 as transposed into national law (hyperlink)

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~~ANNEX II~~

~~Part A~~

~~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~~

~~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)~~

~~Following the hyperlink the traveller will receive the following information:~~

~~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)~~

~~Part B~~

~~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~~

~~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)~~

~~Following the hyperlink the traveller will receive the following information:~~

~~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)~~

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