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INFORMATION NOTE

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

Subject: Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL amending Directive (EU) 2015/2302 to make the protection of travellers more effective and to simplify and clarify certain aspects of the Directive
- Outcome of the European Parliament's first reading
(Strasbourg, 9 to 12 March 2026)

I. INTRODUCTION

In accordance with the provisions of Article 294 of the TFEU and the Joint declaration on practical arrangements for the codecision procedure¹, a number of informal contacts have taken place between the Council, the European Parliament and the Commission with a view to reaching an agreement on this proposal at first reading.

¹ OJ C 145, 30.6.2007, p. 5.

In this context, the Chair of the Committee on the Internal Market and Consumer Protection (IMCO), Anna CAVAZZINI (Greens/EFA, DE) presented on behalf of IMCO a compromise amendment (amendment number 91) to the abovementioned proposal for a Directive, for which the rapporteur Alex AGIUS SALIBA (S&D, MT) had prepared a draft report.

This amendment had been agreed during the informal contacts referred to above. No other amendments were tabled.

II. VOTE

When it voted on 12 March 2026, the plenary adopted the compromise amendment (amendment number 91) to the abovementioned proposal for a Directive. The Commission's proposal as thus amended constitutes the Parliament's first-reading position which is contained in its legislative resolution as set out in the Annex hereto².

The Parliament's position reflects what had been previously agreed between the institutions. The Council should therefore be in a position to approve the Parliament's position.

The act would then be adopted in the wording which corresponds to the Parliament's position.

² The version of the Parliament's position in the legislative resolution has been marked up to indicate the changes made by the amendments to the Commission's proposal. Additions to the Commission's text are highlighted in ***bold and italics***. The symbol "■" indicates deleted text.

P10_TA(2026)0085

Package travel and linked travel arrangements: make the protection of travellers more effective and simplify and clarify certain aspects

European Parliament legislative resolution of 12 March 2026 on the 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 (COM(2023)0905 – C9-0436/2023 – 2023/0435(COD))

(Ordinary legislative procedure: first reading)

The European Parliament,

- having regard to the Commission proposal to Parliament and the Council (COM(2023)0905),
 - having regard to Article 294(2) and Article 114 of the Treaty on the Functioning of the European Union, pursuant to which the Commission submitted the proposal to Parliament (C9-0436/2023),
 - having regard to Article 294(3) of the Treaty on the Functioning of the European Union,
 - having regard to the opinion of the European Economic and Social Committee of 24 April 2024¹,
 - having regard to the provisional agreement approved by the committee responsible under Rule 75(4) of its Rules of Procedure and the undertaking given by the Council representative by letter of 19 December 2025 to approve that position, in accordance with Article 294(4) of the Treaty on the Functioning of the European Union,
 - having regard to Rule 60 of its Rules of Procedure,
 - having regard to the opinion of the Committee on Transport and Tourism,
 - having regard to the report of the Committee on the Internal Market and Consumer Protection (A10-0140/2025),
1. Adopts its position at first reading hereinafter set out²;
 2. Calls on the Commission to refer the matter to Parliament again if it replaces, substantially amends or intends to substantially amend its proposal;
 3. Instructs its President to forward its position to the Council, the Commission and the national parliaments.

¹ OJ C, C/2024/4058, 12.7.2024, ELI: <http://data.europa.eu/eli/C/2024/4058/oj>.

² This position replaces the amendments adopted on 11 September 2025 (Texts adopted P10_TA(2025)0195).

P10_TC1-COD(2023)0435

Position of the European Parliament adopted at first reading on 12 March 2026 with a view to the adoption of Directive (EU) 2026/... 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 that Directive

(Text with EEA relevance)

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 Committee¹,

Acting in accordance with the ordinary legislative procedure²,

¹ OJ C, C/2024/4058, 12.7.2024, ELI: <http://data.europa.eu/eli/C/2024/4058/oj>.

² Position of the European Parliament of 12 March 2026.

Whereas:

- (1) Directive (EU) 2015/2302 of the European Parliament and of the Council³ modernised the legal framework for package travel in light of market developments and advances in technology. That Directive sought to address new ways of booking travel services, including customised combinations of travel services, which were not covered by Council Directive 90/314/EEC⁴ or which fell within a legal grey area, while strengthening the rights of travellers in various respects. Directive (EU) 2015/2302 also aimed to ensure fairer competition between the different types of travel businesses operating 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 clarified existing rights of travellers and introduced new rights, including the right for travellers to terminate a package travel contract under certain conditions in the event of unavoidable and extraordinary circumstances without paying a termination fee. In addition, Directive (EU) 2015/2302 introduced the ■ concept of ‘linked travel arrangement’ ■ . ■

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, ELI: <http://data.europa.eu/eli/dir/2015/2302/oj>).

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, ELI: <http://data.europa.eu/eli/dir/1990/314/oj>).

- (3) Although Directive (EU) 2015/2302 has worked well overall, several challenges have emerged since the start of its application on 1 July 2018. In particular, the COVID-19 pandemic and related government measures had a significant impact on both the travel industry and travellers and showed that certain provisions of that Directive, *including those on the information to be provided to travellers, should* be clarified.
- (4) Therefore, it is necessary to close the gaps identified in the current rules, and to clarify and simplify certain concepts and provisions, thereby enhancing the effectiveness of Directive (EU) 2015/2302 for the benefit of travellers and travel businesses, amongst which there are a large number of micro, small and medium-sized enterprises.

- (5) ■ Overall, the updated definition of ‘package’ in Directive (EU) 2015/2302 is considered to have been effective. *By contrast, the rules on ‘linked travel arrangements’, also introduced by that Directive, have considerably complicated the legislative framework, including with regard to the information to be provided to travellers. That additional complexity has given rise to legal uncertainty in the delimitation between packages and linked travel arrangements, as well as between linked travel arrangements and stand-alone travel services. There is no evidence that those rules on linked travel arrangements have resulted in tangible benefits for travellers. Therefore, it is appropriate to simplify Directive (EU) 2015/2302 by deleting the provisions on linked travel arrangements, by deleting Annex II thereto, which consists of five information forms for linked travel arrangements, and by making certain adjustments to the definition of ‘package’.*
- (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. ■

(7) Travellers should receive clear information on whether a given combination of travel services constitutes a package or not, since, in certain booking situations, this might not be clear to them. In order to increase legal certainty, it is therefore necessary, in booking situations where the conditions for a package are not met but traders invite travellers to purchase additional types of travel service for the same trip or holiday, to require traders to inform travellers that the relevant travel services will not constitute a package and that travellers will not be protected under Directive (EU) 2015/2302. That requirement should apply where the invitation to purchase additional types of travel service is made before a traveller has purchased a first type of travel service but also where the invitation is made after a traveller has booked a first type of travel service. In cases where the invitation to purchase additional types of travel service is made before the traveller has concluded a first booking and the traveller subsequently books the relevant travel services within a period of 24 hours, at the same point of sale, a close link exists between those bookings even if not all the conditions for a package are met, such as the presentation of an inclusive or total price or the selection of the travel services before the traveller agrees to pay. Therefore, if in such cases a trader does not clearly inform the traveller, at the time of making the invitation, that the combination of travel services will not constitute a package, that combination should be considered to be a package protected under Directive (EU) 2015/2302, and the trader should be deemed to be the organiser of that package.

- (8) *In booking situations where the trader invites the traveller to purchase additional travel services, an ‘invitation’ should be understood as any situation where the trader encourages or prompts the traveller to book an additional type of travel service for the envisaged trip or holiday. That may include, for example, an email containing a link to a booking facility, a prompt integrated in the booking process or a phone call. In such cases, the trader typically provides the traveller with a selection of offers based on the traveller’s interest in a particular destination and travel period. Where such offers are made in the form of an invitation to purchase, as defined in Directive 2005/29/EC of the European Parliament and of the Council⁵, namely in the form of a commercial communication which indicates the characteristics of the product or service and its price, that should be seen as a strong indication of an invitation. Such invitations to purchase include instances where a trader asks the traveller to acknowledge an interest in additional types of travel service for the same trip or holiday, in order to provide offers for those travel services in the form of an invitation to purchase, as defined in Directive 2005/29/EC, directly with or after the confirmation of the first booking. On the other hand, the mere availability of booking facilities for other travel services on a trader’s website or application or at its business premises, a general reference to such booking facilities, or advertising of travel services triggered by metadata from earlier searches for travel services should not be considered sufficient to constitute an invitation to purchase additional travel services.*

⁵ Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council (‘Unfair Commercial Practices Directive’) (OJ L 149, 11.6.2005, p. 22).

- (9) One of the definitions of package has proved to be too narrow, namely that referred to in Article 3, point (2)(b)(v), of Directive (EU) 2015/2302, which ***requires the transmission of*** the traveller's name, payment details and email address **█** from one trader to another **█**. It is therefore appropriate to consider **█** bookings of different types of travel service for the same trip or holiday ***as a package*** where the trader that is party to the first contract transfers ***the traveller's personal data which enables the traveller to be identified as a contracting party*** to another trader or other traders that are party to a second or further contract, ***and where the contract or contracts with the other trader or traders are concluded at the latest 24 hours after the confirmation of the booking of the first travel service. Such data should enable the traders concerned to establish that the same traveller is party to the relevant contracts and could include, for example, the traveller's name, payment details, email address, telephone number or social media account. Data that does not enable the traders concerned to establish that the same traveller is party to the relevant contracts, such as an IP address identifying a device, should not be considered sufficient. The reference to the transfer of the traveller's personal data is intended to make the definition more future-proof.*** Such transfer **█** indicates a close link between the ***relevant contracts and, consequently, the creation of a package.***

█

- (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 **■** , should be replaced with the more specific criterion of ‘at least 25 %’ of the value of the combination, in order to enhance legal certainty. ***It should also be recalled that other tourist services that are intrinsically part of travel services, such as other tourist services that are related to accommodation, are not considered to be travel services in their own right. Consequently, their inclusion cannot give rise to the creation of a package, even if their value represents at least 25 % of the total price. The recitals of Directive (EU) 2015/2302 contain examples of services that can be considered to be intrinsically part of travel services, such as 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, even if their value represents at least 25 % of the total price.***

- (11) As demonstrated in particular during the COVID-19 pandemic, ■ the absence of business-to-business rules on refunds to organisers of packages for travel services cancelled or not performed by service providers, the absence of rules on vouchers, and uncertainty over whether refund claims and vouchers for cancelled packages are covered by insolvency protection can cause difficulties in relation to refunds to travellers, especially where unavoidable and extraordinary circumstances lead to numerous cancellations and affect many travel destinations. Therefore, it is important to ensure that travellers' payments are effectively protected at all times, including in times of crisis. Furthermore, it should be ensured that the national insolvency protection systems are resilient and provide more uniform protection.
- (12) *While Directive (EU) 2015/2302 requires organisers to inform travellers about arrangements for ■ payment, including any down payments to be made, it does not lay down any rules limiting the amount of such down payments or regulating the timetable for the payment of the balance. Member States are able to regulate such aspects, provided that such rules are in conformity with Union law.*

■

- (13) Where a travel service included in a package is cancelled or not performed and advance payments have been made to the respective service provider, organisers should be entitled to receive a refund of the payments made from the travel service provider within seven days. The purpose of that right to a refund is to enable organisers to comply with their obligation to refund travellers within 14 days in cases where the package travel contract as a whole is also terminated. Where a travel service provider cancels or fails to provide a service included in a package but the package travel contract continues to exist, the right to a refund within seven days serves to enable organisers to make alternative arrangements.

- (14) In certain *situations*, voluntary vouchers ■ can serve as a useful alternative to refunds. Vouchers can give more flexibility to organisers, particularly when they are required to make numerous refunds within a short period of time. At the same time, vouchers can be acceptable to travellers who do not require an immediate refund, provided that there are specific legal guarantees. Therefore, clear rules for such guarantees *should be established*. Those guarantees should include *compulsory information* on the voluntary nature and the *characteristics of the voucher, including clear information that the traveller's refund right is suspended only if the traveller expressly accepts the voucher. The requirement that the traveller must expressly accept the voucher means that acceptance cannot be implied, but that the traveller must express it actively. Such acceptance should be expressed using a durable medium. Vouchers should be issued using a durable medium and include information on the characteristics of the voucher and the traveller's rights. That information should include the amount that the traveller is entitled to receive as a refund (the 'traveller's refund right') and the value of the voucher.* Organisers should be able to make vouchers more attractive, for example by increasing their *value* compared to the traveller's refund right. In such cases, insolvency protection should be limited to the amount of ■ the traveller's *refund right*.

- (15) *On grounds of legal certainty, rules should be established on the validity period of vouchers and any possible extension. It is also appropriate to lay down that, during the validity period of a voucher, the traveller's right to a refund is suspended, and to specify the instances where such suspension ends and the traveller regains that refund right. Since vouchers have a specific monetary value, it is appropriate to lay down that they may be used for any travel service offered by the organiser, may be redeemed in parts and may be transferred once only, without organisers being able to charge a fee for the transfer. For a valid transfer, the traveller transferring the voucher should inform the organiser of the identity of the transferee, so that the transferee can redeem the voucher or receive a refund. It should be possible for the confirmation of the transfer to take the form of a marking of the voucher, for example physically or electronically, to clearly indicate that the transfer has taken place.*
- (16) Member States can 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 to comply with their refund obligations. In order to increase transparency, Member States that introduce or maintain such mechanisms should be obliged to inform the Commission and the central contact points of the other Member States about them. 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 Union rules on State aid.

- (17) ■ It should be clarified that the termination of a package travel contract is possible where 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 should be based on a prediction, at the moment of the termination of the package travel 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 package travel contract, such assessment should be made from the perspective of an average traveller, who is reasonably well-informed and reasonably observant and circumspect, based on information available at the date of termination of the package travel contract in question. The effects of unavoidable and extraordinary circumstances occurring at the place of departure or occurring at the place of destination or its immediate vicinity, or affecting the journey to or from the destination, including the various places connected with the start and return of the trip in question, should be taken into account where they significantly affect the performance of travel services included in the package travel contract. The place of departure should be understood as the place where the performance of the travel services begins under 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, or foreseeable by, the traveller at the time of concluding the package travel contract, and which have not significantly deteriorated since then, cannot constitute the basis for exercising the right to terminate that contract without paying a termination fee.*

(18) *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 should not only cover circumstances which make it objectively impossible to perform a package but also circumstances which, without preventing such performance, mean that the package cannot be performed without exposing the travellers concerned to risks to their health and safety. In this context, certain risks may affect certain groups of travellers particularly severely due to their vulnerability.*

- (19) *Official statements or recommendations issued by the competent authorities of a Member State advising travellers against travelling to a particular area may, by their nature, have considerable evidential value as to the occurrence, in the countries to which they relate, of unavoidable and extraordinary circumstances and of the consequences thereof for the performance of the package concerned. Such statements or recommendations, 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 therefore, along with other factors, be important elements to be taken into account when considering whether the termination of the package travel contract due to unavoidable and extraordinary circumstances is justified. The relevance of specific official statements or recommendations for the termination of the package travel contract at issue should be considered on a case-by-case basis, taking into account, amongst other factors, the nature of the circumstances at issue and the time between the termination of that contract and the scheduled start of the package, and consequently the likelihood of a significant change in those circumstances. However, the existence of such statements or recommendations should not be a condition for establishing the existence of unavoidable and extraordinary circumstances or the effects of such circumstances on the performance of the package.*

- (20) It should also be clarified that the 14-day refund period triggered by the termination of the *package travel* 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 where a traveller was entitled to a refund or had received a voucher from the organiser prior to its insolvency.
- (22) ***Within the parameters laid down in Directive (EU) 2015/2302, 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 require that, as soon as an insolvency occurs, travellers be provided with all necessary information. Accordingly, Member States should designate the relevant entity or entities responsible for providing the necessary information.***

- (23) 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 the costs of refunds and, *where applicable*, repatriations. *Such security should take into account that insolvency might occur* at a time when an organiser holds the highest amounts of payments. Any increases in those amounts due to a higher █ volume of packages sold in a given period *compared to anticipated sales* should be taken into account. It should be clarified that Member States should supervise the insolvency protection of organisers and monitor the *availability* of insolvency protection █. Where necessary *to ensure effective insolvency protection*, Member States *should be able to* require *additional mechanisms*, such as a back-up fund, *to complement, for instance, the protection provided by* insurance policies █. Such back-up funds should normally be funded exclusively through contributions from organisers *and* should █ be co-financed by Member States only in exceptional *and duly justified* circumstances. Insofar as such measures involve State aid, *Union rules on State aid apply*.
- (24) Regarding refunds of *travellers'* payments in the event of an organiser's insolvency, the period within which such refunds are to be made *following the submission of the necessary documents* should be further specified. *The information to be provided to travellers in the event of an organiser's insolvency should include information on the documents that travellers must submit in order to apply for a refund of their payments.* Travellers *should be requested to submit only* those documents necessary for the examination of the request *in accordance with national provisions and taking into account the requirements of the specific entity or authority responsible for the secure and efficient processing of refund requests.*

- (25) *It is also appropriate to provide that Member States be able to require retailers to take out insolvency protection in addition to organisers.*
- (26) It should be clarified that the central contact points are responsible for the exchange of information relating to insolvency protection and related matters, including any mechanisms to ensure timely refunds in the event of the termination of package travel contracts.

(27) It is important that travellers are properly informed of 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 to the pre-contractual information requirements, the content of package travel contracts, and the standard information forms set out in *Annex I* to Directive (EU) 2015/2302. For example, *those* standard information forms **■** should specify the trader responsible for providing refunds where a package travel contract is terminated. The right to terminate a package travel contract without paying a termination fee due to unavoidable and extraordinary circumstances should be presented alongside the possibility of terminating that contract subject to a termination fee. In addition, organisers should be obliged to attach the standard information form to the package travel contract, so that it is available to travellers after the conclusion of that contract, together with contact details of the relevant traders. ***Information should be provided to travellers in a clear and comprehensible manner and, where applicable, in accordance with the accessibility requirements laid down in Directive (EU) 2019/882 of the European Parliament and of the Council⁶. 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 accordance with the accessibility requirements set out in Annex I to that Directive.***

■

⁶ Directive (EU) 2019/882 of the European Parliament and of the Council of 17 April 2019 on the accessibility requirements for products and services (OJ L 151, 7.6.2019, p. 70, ELI: <http://data.europa.eu/eli/dir/2019/882/oj>).

(28) *In order to enhance the effectiveness of Directive (EU) 2015/2302, organisers should be required to comply with certain standards when handling complaints, including an obligation to acknowledge receipt within a period of seven days and to provide a reasoned reply within a period of 60 days. In cases where communication is made by post, the organiser should be considered to have complied with those obligations if the date of the postmark falls within those respective periods.*

(29) *Access to fair and efficient dispute resolution mechanisms is also important for the enforcement of rights of travellers under Directive (EU) 2015/2302. Directive 2013/11/EU of the European Parliament and of the Council⁷, which lays down the minimum requirements for alternative dispute resolution (ADR) bodies for consumer disputes that must be in place in each Member State, also applies to disputes between travellers and traders under Directive (EU) 2015/2302. Directive (EU) 2025/2647 of the European Parliament and of the Council⁸, which amends Directive 2013/11/EU with the objective of strengthening consumers' access to ADR, obliges Member States to promote participation of traders and consumers in ADR. Its recitals mention that particular attention should be paid to the participation of traders and consumers in ADR mechanisms in certain sectors. It should continue to be mandatory for package travel contracts to contain information on ADR mechanisms pursuant to Directive 2013/11/EU and, where applicable, on the ADR entity by which the relevant trader is covered. Traders should inform travellers on available ADR mechanisms also when replying negatively to a complaint received from a traveller.*

⁷ Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Directive on consumer ADR) (OJ L 165, 18.6.2013, p. 63, ELI: <http://data.europa.eu/eli/dir/2013/11/oj>).

⁸ Directive (EU) 2025/2647 of the European Parliament and of the Council of 16 December 2025 amending Directive 2013/11/EU on alternative dispute resolution for consumer disputes and amending Directives (EU) 2015/2302, (EU) 2019/2161 and (EU) 2020/1828 following the discontinuation of the European Online Dispute Resolution Platform (OJ L, 2025/2647, 30.12.2025, ELI: <http://data.europa.eu/eli/dir/2025/2647/oj>).

- (30) 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.

- (31) The Commission should submit to the European Parliament and to the Council a report on the application of this Directive within five years of its entry into force. While the impact of this Directive on travel businesses, including micro, small and medium-sized organisers, has been carefully assessed, it is appropriate for that report to take into account the impact of its application on such organisers. ***Furthermore, that report should include an assessment of the application of Article 5a of Directive (EU) 2015/2302.*** Where necessary, that report should be accompanied by legislative proposals.
- (32) 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 that 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.
- (33) Directive (EU) 2015/2302 should therefore be amended accordingly,

HAVE ADOPTED THIS DIRECTIVE:

Article 1

Amendments to Directive (EU) 2015/2302

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

- (1) The title is replaced by the following:

‘Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel, 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’;

- (2) 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 an 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■, certain aspects of contracts between organisers of packages and *travel* service providers, ***and specific information requirements applicable to certain situations not leading to the creation of a package.***’;

(3) Article 2 is amended as follows:

(a) 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 applicable to certain situations not leading to the creation of a package*. It also applies to the right of organisers to a refund from travel service providers in cases of cancellation or non-provision of a service forming part of a travel package.’;

(b) *paragraph 2 is replaced by the following:*

‘2. *This Directive does not apply to:*

(a) *packages covering a period of less than 24 hours unless overnight accommodation is included;*

(b) *packages offered occasionally and on a not-for-profit basis and only to a limited group of travellers;*

(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.’;*

(4) 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 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, *those services are:*

(i) ■ purchased from a single point of sale and *have been selected before the traveller agrees to pay;*

■

(ii) ■ offered, sold or *charged* at an inclusive or total price, regardless of any separate billing;

(iii) ■ advertised or sold under the term ‘package’ or under a similar term;

- (iv) ■ 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
- (v) ■ purchased from separate traders through linked online booking processes where the traveller's *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 with that other trader or those other traders is 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*;

■

(c) *point 7 is replaced by the following:*

‘(7) ‘trader’ means any natural person or any legal person, irrespective of whether privately or publicly owned, that is acting, including through any other person acting in its name or on its behalf, for purposes relating to its trade, business, craft or profession in relation to contracts covered by this Directive, in its capacity as an organiser, retailer or travel service provider;’;

(d) *point 12 is replaced by the following:*

‘(12) ‘unavoidable and extraordinary circumstances’ means objective circumstances which are beyond the control of the party who invokes such circumstances and the consequences of which could not have been avoided even if all reasonable measures had been taken;’;

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

(a) *in point (a), point (viii) is replaced by the following:*

‘(viii) whether the travel services included in the package are, in general, accessible to persons with reduced mobility, regardless of whether that reduced mobility is caused by a disability or other causes and regardless of whether that reduced mobility is permanent or temporary, and, upon the traveller's request, further information on the accessibility or suitability of the package in view of the specific needs communicated by the traveller;’;

(b) *point (b) is replaced by the following:*

‘(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 and, where applicable, the retailer quickly and communicate with them effectively;’;

(c) point (d) is replaced by the following:

*‘(d) the arrangements for payment, including **any existing loyalty points or other benefits under reward systems, and** any amount or percentage of the price which is to be paid as a **down payment** and the timetable for payment of the balance ■ , or financial guarantees to be paid or provided by the traveller;’;*

(d) *point (f) is replaced by the following:*

*‘(f) **relevant general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the countries of destination and transit;**’;*

(e) point (g) is replaced by the following:

‘(g) information that the traveller has the right to terminate the package travel 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 fee requested by the organiser, in accordance with Article 12(1), and that the traveller has the right to terminate the package travel contract without paying any termination fee in the event of unavoidable and extraordinary circumstances in accordance with Article 12(2);’;

■

(6) the following Article is inserted:

‘Article 5a

■ *Pre-contractual information in specific booking situations*

- 1. Without prejudice to Article 23, in booking situations which do not lead to the creation of a package and where a trader invites a traveller to purchase an additional type of travel service for the same trip or holiday, the trader shall, at the time of that invitation, inform the traveller in a clear, comprehensible and prominent manner that, if the traveller subsequently agrees to pay for an additional type of travel service after agreeing to pay for the first type of travel service, the first type of travel service and the additional type of travel service will not constitute a package and the traveller will not benefit from the rights applicable to packages under this Directive.*
- 2. Where a trader makes the invitation referred to in paragraph 1 before the traveller agrees to pay for a first type of travel service but does not provide the information referred to in that paragraph, and the traveller subsequently agrees to pay for such an additional type of travel service at the same point of sale within 24 hours after agreeing to pay for the first type of travel service, the relevant travel services shall constitute a package, and the trader shall be deemed to be the organiser of that package.’;*

(7) 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 package travel contract in accordance with Article 13, for any refunds due as a result of the termination of, or changes to, that contract, and for providing assistance in accordance with Article 16 if the traveller is in difficulty;
- (ii) where applicable, that the traveller can also contact the organiser via the retailer;’;

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

‘(g) information on complaint-handling arrangements, including the language or languages in which a complaint can be submitted and will be handled and the physical or electronic address to which complaints can be submitted, as well as information on alternative dispute resolution (ADR) mechanisms pursuant to Directive 2013/11/EU of the European Parliament and of the Council and, where applicable, on the ADR entity by which the trader is covered;’;*

* *Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Directive on consumer ADR) (OJ L 165, 18.6.2013, p. 63, ELI: <http://data.europa.eu/eli/dir/2013/11/oj>);*

(c) the following paragraph is inserted:

‘2a. The relevant information form set out in Annex I shall be attached to *the package travel contract and made available to the traveller on a durable medium at the time of the conclusion of* that contract. The package travel contract shall contain a clear reference to that information form. █

█
(8) Article 12 is amended as follows:

(a) *paragraph 1 is replaced by the following:*

‘1. Member States shall ensure that the traveller has the right to 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 such a fee can be charged.

The package travel contract referred to in the first subparagraph may:

- (a) specify reasonable standardised termination fees, based on the time of the termination of the 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 by a similar method of calculation; or*
- (b) specify that the termination fee corresponds to the price of the package minus relevant cost savings and income from alternative deployment of the travel services, or to a lower amount, as agreed by the parties.*

If the package travel contract provides that a termination fee can be charged 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 to a lower amount as agreed by the parties.

At the traveller's request, the organiser shall provide a justification for the applicable termination fees.';

■

(b) 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 reasonably be expected that the performance of the package travel contract will be significantly affected by unavoidable and extraordinary circumstances *occurring at the place of departure or occurring at the place of destination or its immediate vicinity, or affecting the traveller's journey to or from that place of 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.’;

■

(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, *without the need for any prior request by the traveller. Where the traveller's payment details are no longer valid, that 14-day refund period shall start to run from the moment that the traveller has provided the organiser with the correct payment details.* ■

Where, within 14 days after the termination of a package travel contract under paragraph 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 amount corresponding to the difference between the higher price paid and the lower price of the substitute package not later than 14 days after the agreement on the substitute package.

Where Member States introduce or maintain mechanisms aiming to ensure that refunds to travellers are made following the termination of package travel contracts in accordance with paragraphs 2 and 3 of this Article within the time period laid down in the first subparagraph of this paragraph, they shall inform the Commission and the central contact points of the other Member States referred to in Article 18(2) about those mechanisms. ■’;

(9) the following Article is inserted:

‘Article 12a
Vouchers

1. Member States shall ensure that, where a package travel contract is terminated pursuant to Article 10, 11 or 12, the organiser has the right to offer the traveller the choice of accepting a voucher *corresponding to at least the amount of the refund to which 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.*

2. *The traveller may use the voucher for any travel service offered by the organiser and may redeem the voucher in parts.*
3. *Organisers shall not treat voucher holders less favourably when booking travel services than other travellers.*
4. *When offering a voucher to the traveller, and before the traveller expressly accepts it, the organiser shall inform that traveller clearly and prominently, on a durable medium, of the following:*
 - (a) *the fact that the traveller is entitled to a refund within 14 days and is not obliged to accept a voucher;*
 - (b) *the value of the voucher;*
 - (c) *the amount of the traveller's refund right and the fact that that amount is covered by the organiser's insolvency protection;*
 - (d) *the fact that the voucher can be used in full or in part and that it can 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 will not be covered by the protection provided for in this Directive;*

- (e) the validity period of the voucher;
 - (f) *the fact that the voucher can be transferred once only, and that the transfer is free of charge;*
 - (g) *the fact that, if the voucher has not been redeemed up to the full amount of the traveller's refund right by the end of its validity period, the traveller is to be paid the remainder of that refund right within 14 days after the end of that validity period, without the need for any prior request.*
5. *The voucher shall be issued on a durable medium and shall contain the information listed in paragraph 4, points (b) to (g), in a clear and comprehensible manner. It shall also indicate the organiser's trading name, the information which travellers are required to provide to the organiser for a transfer to another person to be valid, and the start and end date of the validity period.*
- I**
6. *The voucher shall be valid for a maximum of 12 months from the date on which the traveller expressly accepts it in accordance with paragraph 4. That validity period may be extended once only, for up to 12 months, provided that both parties expressly agree on a durable medium to that extension.*

7. *The traveller's refund right shall be suspended during the validity period of the voucher, provided that the traveller has received the information referred to in paragraph 4 and has expressly accepted on a durable medium the voucher instead of a refund. The parties may, at any time, agree on a full or partial refund before the voucher is redeemed or expires. The traveller's refund right shall expire when the voucher has been redeemed up to the full amount of that refund right.*
8. *The suspension of the traveller's refund right shall end:*
- (a) *when the validity period of the voucher expires, if the voucher has not been redeemed up to the amount of the traveller's refund right; or*
 - (b) *when, before the validity period of a voucher expires, the parties agree on a refund of any remaining amount of the traveller's refund right; or*
 - (c) *in the event of the organiser's insolvency.*
9. *The organiser shall refund the traveller without undue delay and, in any event, not later than 14 days after the end of the suspension of the traveller's refund right, in accordance with paragraph 8, points (a) and (b), without the need for any prior request by the traveller.*

■

10. Travellers may transfer the voucher once only. *The transfer shall be valid only if the traveller who transfers the voucher informs the organiser, on a durable medium, of the transfer and provides the transferee’s personal data necessary for the transferee to redeem the voucher or to receive a refund at the end of the voucher’s validity period. The organiser shall confirm the transfer of the voucher without undue delay on a durable medium. Organisers may not charge any fee for the transfer.*’;



(10) *the following Article is inserted:*

‘Article 16a

Complaint-handling

1. *The organiser shall ensure that it is easily contactable through the contact points indicated in accordance with Article 7(2), point (d), and able to respond efficiently to queries from, or on behalf of, travellers, and in particular those in relation to the provision of assistance under Article 16, where a traveller is in difficulty, or in relation to any lack of conformity occurring during the performance of the package and the related remedies provided for in Article 13.*

2. *The organiser shall also have in place arrangements for the effective handling of types of complaints other than those referred to in paragraph 1.
The organiser shall acknowledge receipt of such complaints, on a durable medium, within seven days from their receipt and shall provide a reasoned reply to the traveller, on a durable medium, within 60 days after the date of the complaint.

Member States may provide for shorter periods than those referred to in the second subparagraph of this paragraph.*
3. *Unless the organiser fully accepts the traveller’s complaint, the organiser shall inform the traveller, in the reasoned reply, of any ADR mechanisms pursuant to Directive 2013/11/EU available to the traveller in the matter at issue.’;*

(11) 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 the organiser’s insolvency. That security 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 the traveller is entitled to a refund. **Where a traveller receives** a voucher, the security shall be limited to the amount of 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 of repatriations in the event of the organiser's insolvency. The security shall at all times be sufficient to cover the cost of refunds and, where applicable, repatriations. The *security* shall take into account the fact *that insolvencies might occur when* organisers hold the highest amount of payments. The security shall also take into account 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 *availability* of insolvency protection *solutions*.
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. *Travellers shall receive a refund of their payments* ■ *without undue delay* ■ *and, in any event, no later than six months after the submission of the documents necessary for the examination of their application.*

In exceptional and duly justified cases, including where the entity or authority responsible for processing the application receives an exceptionally high number of applications within a short period of time, or where the insolvency of the organiser affects travellers from several Member States, refunds of payments shall be provided within nine months after submission of the necessary documents.

Member States may provide for shorter periods than those referred to in the first and second subparagraphs.

7. *Member States shall ensure that, in the event of an organiser's insolvency, travellers are informed without undue delay, through appropriate communication channels, of at least the following:*

- (a) the fact of the organiser's insolvency;*
- (b) the name and contact details of the entity in charge of insolvency protection, or, where applicable, the name and contact details of the competent authority;*
- (c) their rights in relation to packages that have already started or that can still be performed; and*
- (d) the documents that travellers need to submit in order to request a refund.*

8. *Each Member State shall ensure that online inventories listing all organisers and, where applicable, retailers 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 provisions transposing this Directive and shall communicate any changes to those links to the Commission without delay. The Commission shall make publicly available on its website a list of the links received from the Member States. The Commission shall update that list without undue delay whenever a Member State communicates a new link to it.*
9. Where justified in light of payments received by retailers, Member States may require retailers, in addition to organisers, to take out insolvency protection, without prejudice to Article 13(1), second subparagraph.’;

(12) **█** 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 on insolvency protection and on any mechanisms put in place to ensure the effectiveness of refunds following the termination of 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.’;

(c) *paragraph 4 is replaced by the following:*

‘4. If a Member State has doubts about an organiser's insolvency protection, it shall seek clarification from the organiser's Member State of establishment. Member States shall respond to requests from other Member States as quickly as possible, taking into account the urgency and complexity of the matter. In any event, a first response shall include the identity of the organiser or, where applicable, of the retailer, and of the entity or entities in charge of the insolvency protection. It shall be issued at the latest within 15 working days from receiving the request.’;

(13) *Chapter VI, containing Article 19, is deleted.*■

■

(14) *in Article 21, the first paragraph is replaced by the following:*

‘Member States shall ensure that a trader is liable for any errors due to technical defects in the booking system which are attributable to it and, where the trader has agreed to arrange the booking of a package, for the errors made during the booking process.’;

(15) Article 22 is replaced by the following:

‘Article 22

Right of redress and right of organisers to a refund

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, where a travel service provider cancels a service forming part of a package or fails to provide the service, that service provider refunds to the organiser any payments made by the organiser for that service within seven days. That seven-day period shall start on the day following the cancellation of the service, or on the day on which the service was due to be performed, whichever is earlier.’;

(16) in *Article 23, paragraph 1* is replaced by the following:

‘1. A declaration by an organiser of a package that it 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.’;

(17) Annex I is replaced by the text set out in *the Annex* to this Directive;

(18) Annex II is *deleted*.

Article 2

Reporting by the Commission and review

By [five years after the entry into force of this amending Directive], the Commission shall submit to the European Parliament and to the Council a report on the application of this Directive. That report *shall include, in particular, an assessment of the application of Article 5a of Directive (EU) 2015/2302, inserted by Article 1, point (6), of this Directive, and* shall 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. By ... [28 months after the entry into force of this amending Directive], Member States shall adopt and publish the measures necessary to comply with this Directive. They shall immediately inform the Commission thereof.

They shall apply those measures from ... [34 months after the date of entry into force of this amending Directive].

When Member States adopt those measures, they shall contain a reference to this Directive or shall be accompanied by such a reference on the occasion of their official publication. The methods of making such reference shall be laid down by Member States.

2. Member States shall communicate to the Commission the text of the main measures 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 ...,

For the European Parliament

The President

For the Council

The President

ANNEX I

‘ANNEX I

Part A

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

MY KEY RIGHTS AS A 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,]¹³ [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]¹⁴ are protected and, where the return journey is included in the package, your repatriation is guaranteed if [that company/those companies¹⁵] become[s] 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 on the 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:

¹³ The correct alternative is to be chosen by the Member States taking into account their transposition of the Directive.

¹⁴ See footnote 1.

¹⁵ - See footnote 1.

Key rights under Directive (EU) 2015/2302

Information

- Travellers will receive all essential information about the package before concluding the package travel contract, including information on the price and on the payments due at the time of booking. ■
- After concluding a package travel contract, travellers will receive the contract on a durable medium (for example, on paper or by email).

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. That trader is the organiser of the package as identified by the text in the box above and in the package travel contract. The contract must contain the organiser's contact details.
- Where a package is sold via a retailer (for example, a travel agent), travellers can also contact the retailer if there are any problems or to transmit 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 that they can use to get in touch with the organiser or the retailer 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 and will, in that case, get their money back. If, in the contract, the organiser reserves the right to a price increase, travellers have the 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, where appropriate, compensation.
- Travellers may, before the start of the package, terminate the contract without paying any termination fee if unavoidable and extraordinary circumstances significantly affect the trip or holiday. Examples of unavoidable and 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 of such 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 (where appropriate, taking termination fees into account) within 14 days, ***unless the parties agree on a substitute package within that 14-day period.*** The organiser of the package is responsible for providing refunds. Where a retailer is involved and where required by the applicable national law, the retailer is also responsible for providing refunds.
- Where the organiser offers a voucher to be used for ***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 whether or not to accept it. ■

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 if travel services are not performed in accordance with the contract, that situation substantially affects the performance of the package and the organiser fails to remedy the problem.

- Travellers are also entitled to a price reduction or compensation for damages, or to both, where the travel services are not performed or are improperly performed, subject to the conditions set out in Directive (EU) 2015/2302.
- The organiser must provide assistance if the traveller is in difficulty, for instance by providing information on health services, local authorities and consular assistance, and by 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 the return journey is included in the package, repatriation of travellers is guaranteed. XY has taken out insolvency protection with WX (the entity in charge of the insolvency protection, for example a guarantee fund or an insurance company). Travellers may contact that entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if travel services are denied because of XY's insolvency.

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

Part B

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

MY KEY RIGHTS AS A TRAVELLER

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,]¹⁶ [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]¹⁷ are protected and, where the return journey is included in the package, your repatriation is guaranteed if [that company/those companies¹⁸] become[s] 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 on the parties to be contacted, is presented below.

¹⁶ The correct alternative is to be chosen by the Member States taking into account their transposition of the Directive.

¹⁷ See footnote 1.

¹⁸ See footnote 1.

Key rights under Directive (EU) 2015/2302

Information

- Travellers will receive all essential information about the package before concluding the package travel contract, including information on the price and on the payments due at the time of booking. ■
- After concluding a package travel contract, travellers will receive the contract on a durable medium (for example, on paper or by email).

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. That 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 (for example, a travel agent), travellers can also contact the retailer if there are any problems or to transmit 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 that they can use to get in touch with the organiser or the retailer 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 and will, in that case, get their money back. If, in the contract, the organiser reserves the right to a price increase, travellers have the 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, where appropriate, compensation.
- Travellers may, before the start of the package, terminate the contract without paying any termination fee if unavoidable and extraordinary circumstances significantly affect the trip or holiday. Examples of unavoidable and 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 of such 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 (where appropriate, taking termination fees into account) within 14 days, *unless the parties agree on a substitute package within that 14-day period*. The organiser of the package is responsible for providing refunds. Where a retailer is involved and where required by the applicable national law, the retailer is also responsible for providing refunds.
- Where the organiser offers a voucher to be used for *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 whether or not to accept it.

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 if travel services are not performed in accordance with the contract, that situation substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction or compensation for damages, or to both, where the travel services are not performed or are improperly performed, subject to the conditions set out in Directive (EU) 2015/2302.

- The organiser must provide assistance if the traveller is in difficulty, for instance by providing information on health services, local authorities and consular assistance, and by 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 the return journey is included in the package, repatriation of travellers is guaranteed. XY has taken out insolvency protection with WX (the entity in charge of the insolvency protection, for example a guarantee fund or an insurance company). Travellers may contact that entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if travel services are denied because of XY's insolvency.

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

Part C

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

MY KEY RIGHTS AS A TRAVELLER

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 if 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 on the 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, including information on the price and on the payments due at the time of booking. ■
- After concluding a package travel contract, travellers will receive the contract on a durable medium (for example, on paper or by email).

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. That 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.
- Travellers will be given an emergency telephone number or details of a contact point that they can use to 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 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 the 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, where appropriate, compensation.
- Travellers may, before the start of the package, terminate the contract without paying any termination fee if unavoidable and extraordinary circumstances significantly affect the trip or holiday. Examples of unavoidable and 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 of such 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 (where appropriate, taking termination fees into account) within 14 days, *unless the parties agree on a substitute package within that 14-day period*. The organiser of the package is responsible for providing refunds. Where a retailer is involved and where required by the applicable national law, the retailer is also responsible for providing refunds.
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Directive (EU) 2015/2302 as transposed into national law ([hyperlink](#))'
